5/2020

**SERVICE CONTRACTOR AGREEMENT (Long Form, Non-Agency)**

This **SERVICE CONTRACTOR AGREEMENT (“**Agreement”) is made and entered into on July XX, 2020 for the benefit of Science Applications International Corporation (“SAIC” or "Owner") by Jones Lang LaSalle Americas, Inc. (“Manager” or “Customer”), and Xerox Corporation ("Service Contractor" or “Xerox”).

**RECITALS**

WHEREAS, Manageris the property manager of Owner’s property located in Exhibit A-1: List of Facilities (the “Facility(ies)”) pursuant to a property management agreement between Owner and Manager(“Property Management Agreement”);

WHEREAS, Service Contractor is Owner’s existing provider of the Contract Duties (identified below) pursuant to an agreement between Manager and Xerox dated May 13, 2014 (“Former Agreement”) and has offered to perform the Contract Duties with respect to the Property; and

WHEREAS, Manager, in furtherance of its duties as property manager of the Property**,** desires to secure the performance of the Contract Duties by Service Contractor and allow the Former Agreement to terminate by lapse of time and place an order for Contract Duties under this Agreement.

NOW, THEREFORE**,** in consideration of the premises and the mutual covenants and agreements of the parties, it is agreed as follows:

**1. Term of Agreement**

The term of this Agreement shall begin on June XX, 2020 and shall end on June YY, 2025 (the “Term”), subject to any early termination as provided herein.

**2. Contract Duties**

2.1 Duties. During the Term of this Agreement, Service Contractor shall timely and fully perform all the Contract Duties set forth in Exhibit A (the “Contract Duties”). Notwithstanding anything to the contrary in any exhibit, work order or purchase order, Service Contractor acknowledges that the Contract Duties do not include any: security guard services, professional consulting services, removal or remediation of hazardous materials, or any work for which Service Contractor would be required to be licensed as a construction contractor, architect or professional engineer. Service Contractor is not authorized to perform any such work and will immediately report to Manager its belief that any portion of proposed Contract Duties would fall into any of these unauthorized categories. If additional Owner properties are specified in a work order issued by Manager and accepted by Service Contractor, such properties shall be deemed included in the Properties covered by this Agreement.

2.2 Additional Services. From time to time during the term of this Agreement, a party may request in writing that this Agreement be modified to perform services or provide materials that are not set forth in the Contract Duties but are related to the Contract Duties ("Additional Services"). The performing party shall secure from the opposite party an authorization in writing for any Additional Services and any equitable adjustment related to such Additional Services, and shall have no duty to proceed with, the performance of Additional Services until a signed modification and equitable adjustment to the Agreement are made. A party proceeding without a written modification shall do so at its risk. If Service Contractor performs the requested services without securing written authorization, such services shall be deemed part of the Contract Duties and no additional compensation shall be owed to Service Contractor. If performance of Additional Services is required for performance of already existing Contract Duties, approval will not be unreasonably withheld, conditioned or denied. All Additional Services performance shall be governed by the terms of this Agreement.

2.3 In addition to any other method for ordering Contract Duties hereunder, Manager may issue an eCommerce order (which is used solely for electronic ordering through an eCommerce Portal as defined below

Service Contractor and Manager agree to establish one or more eCommerce portals (each, an “eCommerce Portal”) to be used by Manager to select certain models of equipment and supplies identified in such eCommerce Portals and, upon meeting the conditions set forth below, to submit orders for the delivery of such equipment and supplies. During the ordering process in the eCommerce Portal, Manager will be prompted to electronically accept certain terms and conditions that are in addition to those terms and conditions in this Agreement and which would otherwise print out on an Service Contractor generated order:

1. If Manager accepts such terms and conditions, Service Contractor will accept and process such order submitted through the eCommerce Portal as an order (an “eCommerce Order”) without any requirement for Service Contractor to execute and deliver a Service Contractor generated order form or any other order form.
2. If Manager declines such terms and conditions, then (i) Service Contractor will not accept the submission as an order and (ii) Manager will need to execute and deliver to Service Contractor, a Service Contractor generated order that identifies such equipment or supplies, the term thereof, the pricing associated therewith and any applicable additional terms and conditions related thereto.

Notwithstanding the foregoing, an eCommerce order cannot be used for certain types of transactions including, but not limited to, transactions involving equipment subject to waiver dollars and/or flexibility, involving trade-in units, specific high-end equipment and equipment subject to a pooled volume minimum.

**3. Compensation**

Manager shall pay Service Contractor compensation for Service Contractor's performance of the Contract Duties in the amounts and at the rates set forth in Exhibit B. Service Contractor shall bill Manager for such compensation not more frequently than monthly. Service Contractor shall bill Manager no later than ninety (90) days of completion of the Contract Duties, or if the Contract Duties are ongoing, no later than ninety (90) days after each month in which Contract Duties are performed. Service Contractor may not be paid for Contract Duties billed after such date; provided however, if there is no material harm in the delay, Owner/Manager shall make good faith efforts to pay delinquent billings. Notwithstanding anything in Exhibit B to the contrary, Manager shall pay Service Contractor only as and when Owner provides Manager with the funds to cover such payment pursuant to the Property Management Agreement. Manager shall not be liable to Service Contractor for failure to pay Service Contractor hereunder unless Manager fails to make payments to Service Contractor for which funds have been provided to Manager by Owner. Manager represents that the Property Management Agreement sets forth Owner’s obligation to provide funding for the Contract Duties in a timely manner.

**4. Standards of Performance**

4.1 Industry Standards. Service Contractor shall perform the Contract Duties in accordance with industry standards established by those engaged in a business similar to that of Service Contractor.

4.2 Conformance to Requirements. Service Contractor warrants that all Contract Duties, including delivery of goods, shall be performed in a safe, good and workmanlike manner, and that the Contract Duties, including all materials and equipment furnished hereunder, shall conform to all requirements and specifications identified in this Agreement and shall be free from defects in materials and workmanship. All Contract Duties not conforming to these requirements, including substitutions not properly authorized, may be considered defective and Customer’s exclusive remedy: (i) for Services, shall be reperformance and (ii) for Equipment such manufacturer’s remedies as may be applicable.

4.3 Manufacturers’ Warranties. If any goods or materials purchased by Customer and provided by Service Contractor in the performance of the Contract Duties are warrantied by the manufacturer, then Service Contractor shall transfer to Owner all such warranties (and deliver all documents evidencing such warranties).

4.4 Equipment Supplies and Expenses. As set forth in Exhibit A, Service Contractor shall provide all equipment and supplies to properly perform the Contract Duties, and shall pay for all fuel, uniforms, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to employees of Service Contractor, and all other expenses whatsoever incurred in the performance of the Contract Duties.

4.5 Licenses. Service Contractor shall obtain at its own cost all licenses (including professional licenses), permits, certificates and authorizations necessary for Service Contractor to do business in all jurisdictions where any part of the Contract Duties are to be performed. Service Contractor shall also obtain all licenses, permits, certificates and authorizations necessary in connection with Service Contractor’s performance of the Contract Duties, and give all notices required under applicable law.

4.6 Order. Service Contractor shall, at all times, enforce strict discipline and good order among its employees and shall not employ on the Contract Duties any unfit person or anyone not skilled in performance of the Contract Duties. Manager, after good faith discussions regarding complaints and corrective action plan options, may, subject to applicable law, require Service Contractor to remove from its work force assigned to the Property any employees or subcontractor’s employees whose presence at the Property Manager deems, in its sole discretion, to be detrimental to the best interests of the Property.

4.7 Identification of Employees. Subject to any specific requirements in the Rules and Regulations for Contracted Service Personnel set forth in Exhibit D or in any rules imposed by Owner, Service Contractor shall uniform its employees or otherwise identify its employees to the subjective satisfaction of Manager.

4.8 Harmonious Relations. Service Contractor shall take all action necessary to ensure that its employees shall at all times work in harmony with and shall not interfere with or disrupt or cause labor disharmony with the activities of Manager, Owner, or any other contractor or third party at the Property.

4.9 Supervisor. As and if provided in Exhibit A, Service Contractor shall provide a competent and well trained on‑site supervisor for performance of the Contract Duties.

4.10 Training and Safety. Service Contractor shall maintain an employee training program to ensure maximum efficiency of performance of the Contract Duties and to ensure the safety of all persons on the Property.

4.11 Waste Removal. Service Contractor shall keep the Property free from accumulation of waste materials or rubbish caused by Service Contractor's operations.

4.12 Remedy of Damage. Service Contractor shall promptly remedy all damage or loss at the Property if such damage or loss is caused by Service Contractor, its subcontractor or anyone performing the Contract Duties through Service Contractor.

4.13 Single Point of Contact. Service Contractor agrees that Manager is the sole and exclusive point of contact with the Owner for communications regarding performance of the Contract Duties under this Agreement, and Service Contractor will not communicate directly with Owner without Manager’s prior written consent, except to the extent necessary in the ordinary course of Service Contractor’s performance.

4.14 Administrative Requirements. Service Contractor will consider in good faith requests by Customer to participate in and fulfill all requirements of Manager’s supplier management/due diligence program(s) during the Term of this Agreement, whether operated by Manager or its authorized third party administrator. Further, Service Contractor agrees to consider in good faith requests by Customer to use Manager’s and/or Owner’s designated work order technology platform, as applicable.

As required for Xerox to perform Contract Duties or provide goods or materials, Customer (and as applicable require and ensure that Owner) shall, subject to applicable security requirements outlined in this Agreement: (i) permit Xerox and its agents to use or access, and shall grant or transfer sufficient rights to enable Xerox and its agents to use or access, all hardware, software and/or work space owned, leased, rented, licensed and/or controlled by Customer or Owner, and any services utilized by Customer or Owner (collectively “Customer Assets”) that Xerox needs to use or access to enable Xerox to perform any of the Contract Duties; (ii) be solely responsible for backing up its data and content and Xerox shall not be responsible for a failure to do so; (iii) acquire and/or continue, maintenance and repair service contracts for all Customer Assets that Xerox will use or access hereunder; and (iv) shall inform its service providers of Xerox's authority to request maintenance and repair services and shall direct them to respond to Xerox's requests for the same.

**5.** **Compliance**

5.1 Compliance with Laws. Service Contractor shall comply with all applicable laws in performing the Contract Duties (including sections 33F and 33G of the San Francisco Police Code, as applicable, available at: <http://sfgov.org/olse/formula-retail-employee-rights-ordinances> and by hard copy upon request). Service Contractor shall not take, and is not authorized to take, any action in the name of or on behalf of Manager or Owner, or which would violate any applicable law. If Service Contractor performs any Contract Duties contrary to applicable law, any additional costs resulting therefrom, including costs of correcting said Contract Duties to comply with such law and the cost of fully indemnifying Manager and Owner from any liability or expenses with respect to such violations by Service Contractor may be offset by Manager and Owner against amounts owing to the Service Contractor.

5.2 Safety Regulations. Service Contractor shall ensure that all personnel performing any Contract Duties comply with the basic provisions of OSHA Safety and Health Standards (29 C.F.R. § 1910) and General Construction Standards (29 C.F.R. § 1926) as such federal regulations are applicable to the Contract Duties. Service Contractor shall be responsible for the implementation and enforcement of health and safety requirements. Service Contractor shall provide Safety Data Sheets (SDS) in compliance with OSHA Hazard Communication Standards. Service Contractor shall take all necessary and desirable precautions for the safety of all personnel on the Property, and provide the necessary protection to prevent damage, injury, or loss: (i) to or at the Property; and (ii) to all materials or equipment to be provided, incorporated in, or utilized in connection with, the Contract Duties, whether on or off the Property. Service Contractor is prohibited from bringing any firearms, explosives or weapons of any kind onto the Property.

* 1. Owner’s Rules and Regulations. Service Contractor shall at all times comply with the Owner’s Rules and Regulations set forth in Exhibit D, as well as any other exhibits, rules or regulations reasonably imposed by Manager or Owner in connection with the safe and efficient operation of the Property and/or the performance of the Contract Duties by Service Contractor. Any change to Exhibit D shall be subject to equitable adjustment and contract modification for cost and schedule impact, and shall not be effective until a written modification signed by both parties is executed.

To the extent permitted by law, and subject to any Owner requirements set forth in Exhibit D, Service Contractor shall perform appropriate background checks and drugs screenings on all Service Contractor personnel and not use any non-compliant personnel.

5.4 IRCA. Service Contractor agrees at all times to remain in strict compliance with all terms, provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA). Service Contractor shall properly verify the identity and eligibility for work within the United States of all persons performing the Contract Duties on Service Contractor’s behalf. Within three (3) days of receipt of a written request from Manager, Service Contractor shall provide sufficient documentation to evidence Service Contractor's compliance with IRCA.

5.5 Non-Discrimination. Service Contractor is an Equal Opportunity and Affirmative Action Employer. Service Contractor shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color, creed, national origin or ancestry or any other protected characteristic in accordance with applicable law. Unless Service Contractor is exempt under the terms of these regulations, the Equal Opportunity Clauses set forth at 41 C.F.R. § 60-1.4(a) (for women and minorities), 41 C.F.R. § 60-250.5(a) and 41 C.F.R. § 60-300.5(a) (for veterans), and 41 C.F.R. § 60-741.5(a) (for individuals with disabilities), the provisions of 41 C.F.R. § 61-250.10 and 41 C.F.R. § 61-300.10 (veterans’ employment reports), and the provisions of 29 C.F.R. Part 471, Appendix A to Subpart A (posting notice of employee rights) are incorporated as terms and conditions of this Agreement by this reference. **41 C.F.R. 60-300.5(a) prohibits discrimination against qualified protected veterans and requires affirmative action to employ and advance in employment qualified protected veterans.**

5.6 OFAC Restrictions. Service Contractor represents and warrants that neither it nor anyone acting on its behalf is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Assets Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.

5.7 Vendor Code of Conduct. Manager recognizes that its dealings with contractors often take place in cultures with different norms and values. Certain standards, however, as set out in Manager’s Vendor Code of Conduct, are universally applicable and Manager expects everyone with whom it has commercial dealings to meet such standards. Manager expects its contractors to have a natural respect for ethical standards in the context of their own particular culture. Manager’s relationships with contractors are based on the principle of fair and honest dealings at all times and in all ways. Manager specifically expects its contractors to extend the same principle of fair and honest dealings to all others with whom they do business, including employees, subcontractors, and other third parties. Service Contractor hereby acknowledges that it has read Manager’s Vendor Code of Conduct, which can be found at <https://www.us.jll.com/en/about-jll/company-information/ethics-everywhere> , and shall act at all times consistently with the terms thereof. Manager shall have the right, in its sole and absolute discretion, to immediately terminate this Agreement, subject to the payment of any applicable early termination fees, in the event of any violation of the Vendor Code of Conduct by Service Contractor.

5.8 Ethics Compliance. Service Contractor represents and warrants the following:

(a) It is our policy to not violate any anti-bribery or anti-corruption laws, and we have never had a significant violation of any anti-bribery or anti-corruption laws, rules or regulations in the jurisdictions in which we operate.

(b) It is our policy to not violate any anti-money laundering (“AML”) laws, and we have never had a significant violating of any applicable AML laws in the jurisdictions in which we operate.

(c) We have not been the subject of any government indictment, nor have we had any fines, penalties or settlement agreements with any government agency in the past 5 years that resulted in material financial costs to our company or affected our ability to conduct business operations.

(d) It is our policy to conduct our business ethically, and to uphold standards of fair business dealings, competition, and customer privacy.

(e) It is our policy to uphold standards of equal opportunity and anti-discrimination. We have never had a discrimination claim that involved a significant percentage of our employees or resulted in significant fines, penalties, or settlement amounts n.

(f) It is our policy to support and respect the protection of human rights. We do not use, or engage in, any of the following: forced or compulsory labor, child labor, physical abuse, withholding of identity papers, or retaliation in any form. We have satisfactory labor relations, including with respect to working hours, wages, benefits and humane treatment.

(g) It is our policy to provide a safe and healthy work environment to our employees, and we have a health and safety program that is appropriate for our services. We have not had a violation of any health or safety laws, rules or regulations in the jurisdictions within which we operate in the past 5 years that resulted in a significant financial cost to our company or affected our ability to conduct business operations.

(h) It is our policy to uphold principles of environmental responsibility, and in our operations we seek to minimize adverse effects on the community, environment, and natural resources. We have not had a violation of any environmental laws, rules or regulations in the past 5 years that resulted in a material financial cost to our company or affected our ability to conduct business operations.

Please notify JLL Legal at [Vendor.Compliance@am.jll.com](mailto:Vendor.Compliance@am.jll.com) if you have any exceptions to the above representations and warranties, and cc: the JLL business team at: [SCMP.East@am.jll.com](mailto:SCMP.East@am.jll.com).

**6. Confidentiality**

6.1 Confidential Information. Service Contractor agrees that any material, information, data and other communications disclosed during the performance of this Agreement by Owner or Manager to the Service Contractor and, if in writing, marked as “Confidential” or “Proprietary,” or, if disclosed orally, designated as confidential at the time of disclosure is confidential information (“Confidential Information”) and may not be disclosed by the Service Contractor unless otherwise permitted by this Agreement. Service Contractor further agrees that any material, information, data and other communications relating to Owner’s past, present or future research, development and/or business operations, strategies or ideas, including, without limitation, customer information and/or information relating to Owner’s business methodologies, finances, plans, systems, programs or forecasts that provides Owner with a competitive advantage, that is not generally known by persons not employed by Owner and that could not easily be determined or learned by someone outside its organization shall be deemed to be Confidential Information and may not be disclosed by the Service Contractor unless otherwise permitted herein. Service Contractor further agrees that all Confidential Information is and will remain the property of Owner and that such Confidential Information will not be copied or reproduced without the express written consent of Owner, except for such copies as may be reasonably required for internal evaluation or performance by the Service Contractor. Such copies shall be clearly marked as “Confidential” or “Proprietary.” Any Confidential Information provided by Owner or Manager to Service Contractor will be used solely for the purpose of performing under this Agreement and shall not be used by Service Contractor for any other purpose. Information obtained by Manager or Owner in operational assessments shall be considered Confidential Information of Service Contractor. and shall not be disclosed by Owner or Manager. Notwithstanding the foregoing definition, however, “Confidential Information” shall not include information that: (i) is or becomes publicly available other than as a result of a disclosure by the Receiving Party, (ii) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) which is not prohibited from disclosing such information to the Receiving Party by any legal, contractual, or fiduciary obligation, (iii) is independently developed by the Receiving Party, as demonstrated by written or documented evidence, or (iv) was known by the Receiving Party prior to disclosure to the Receiving Party by the Disclosing Party, as demonstrated by written or documented material. The obligations in this Article shall not restrict any disclosure pursuant to any law or disclosure to any Governmental Authority; provided that in both cases, the Receiving Party shall give prompt notice to the Disclosing Party of such order prior to such disclosure to allow the Disclosing Party to make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information. Service Contractor shall return all Confidential Information upon request. This provision shall be subject to any further restrictions or requirements set forth in Exhibit D.

Service Contractor’s confidential information shall mean Service Contractor’s pricing, deployment assessment of equipment, data management, and items that Service Contractor conspicuously marks as confidential (“Service Contractor Confidential Information”). Manager acknowledges that all Service Contractor Confidential Information is confidential and proprietary to Service Contractor. Manager agrees to protect Service Contractor Confidential Information with the same degree of care as its own confidential information and agrees to not disclose Service Contractor Confidential Information to third parties, except as necessary for Manager to fulfill its property management responsibilities and obligations to Owner. Service Contractor Confidential Information shall not include information that Manager can establish is: (i) generally available to the public other than as a result of disclosure by Manager; (ii) received by Manager from a party that is not bound by disclosure restrictions; (iii) developed independently by Manager for general business provided that such material does not include any information specific to Service Contractor; or (iv) required to be disclosed pursuant to a valid subpoena or other legal process, provided that Manager shall give Service Contractor prompt notice of such legal action. Upon the termination of this Agreement, such Service Contractor Confidential Information, in whatever form, shall be destroyed or returned by Manager to Service Contractor.

Nothing in the Agreement will (i) preclude Service Contractor from using ideas, concepts and know-how developed in the course of performing the Contract Duties under this Agreement which are of general use and applicability in Service Contractor's business and not specific to Owner, or (ii) be deemed to limit Service Contractor's rights to provide similar offerings to other customers. Manager agrees that Service Contractor may use any feedback provided by Manager or Owner related to the features and functionality of any Xerox offerings to improve or revise its products to the extent that such feedback does not contain any Owner or Manager Confidential Information, provided, however, that Service Contractor acknowledges and agrees that it may not publicize or refer to such feedback in any public statements without the express written permission of Owner or Manager, as the case may be, in each instance.

6.2 Publicity. Service Contractor shall not use Owner's or Manager’s trade name, trademarks, brands, or company logo in any form of publicity or release. Service Contractor shall not make any statement, advertisement or publicity, nor issue any marketing letter, about the existence or terms of this Agreement without the prior written consent of Manager, which Manager may withhold in its sole discretion.

6.3 Intellectual Property. Owner- and Manager-provided content ("Customer Content") must not contain content that (i) is libelous, defamatory or obscene, (ii) violates any applicable laws, regulations, or (iii) infringes any third party rights. Manager acknowledges and agrees that Service Contractor does not undertake any obligation or duty whatsoever to determine whether Customer Content may be duplicated without violating a third party's copyright. Service Contractor will at all times retain all pre-existing intellectual property rights to the tools, equipment, business processes, software and systems ("Xerox Tools") that Service Contractor brings to its performance of the Contract Duties and, except as expressly set forth herein, no such pre­existing intellectual property rights are granted or transferred to Owner or Manager through this Agreement. Xerox Tools will be installed and operated only by Xerox. Owner and Manager will have access to data and reports generated by the Xerox Tools and stored in a provided database as agreed between the parties, provided that if any Owner data will be stored by Service Contractor in a non-Owner system or network, Service Contractor must comply with Owner's data protection and security requirements. Xerox may replace or update the Xerox Tools used in the Contract Duties at any time in Xerox's sole discretion, as long as the removal of Xerox Tools will not affect Xerox's performance of the Contract Duties. Owner and Manager will not decompile or reverse engineer any Xerox Tools. Xerox grants Owner and Manager a non-exclusive, perpetual fully paid-up, worldwide right to use, display and reproduce Xerox work and documentation only as required for use of the services and deliverables for customary business purposes, and not for resale, license and/or distribution outside of Owner's or Manager's organization. Owner and Manager may not sublicense any rights granted hereunder, hut may authorize a third party ("Designee") to use such rights, solely for Owner's and Manager's benefit and internal business purposes. Output of services is Owner's sole and exclusive property and Xerox will have no rights therein, except as may be required for Xerox to perform the Contract Duties. Assessments are provided for Owner's internal business use only, and not for resale, license and/or distribution outside of Owner's organization and the implementation of assessments may not he performed by any third party. Except as expressly set forth in this Section, no other rights or licenses are granted to Owner or Manager. Any rights or licenses to Service Contractor's intellectual property that are granted to Owner or Manager under this Agreement will immediately terminate upon the termination or expiration of this Agreement

**7. Insurance**

At all times while performing the Contract Duties, Service Contractor shall maintain, at its sole cost and expense, the insurance set forth in Exhibit C from insurance companies and in a form reasonably satisfactory to Manager with limits of liability not less than stated in such Exhibit C. Service Contractor shall provide to Manager appropriate documentation evidencing conformance to Exhibit C.

**8. Indemnification and Limit of Liability**

To the fullest extent permitted by applicable law, Service Contractor shall defend, indemnify and hold harmless Owner and Manager and their respective officers, directors, employees, agents, partners, joint venturers, affiliates, successors and assigns from and against any and all third party claims, demands, losses, expenses, damages, liabilities, fines, and penalties (each a "Claim") arising out of or relating to: (a) Service Contractor's performance of (or failure to perform) the Contract Duties; (b) a breach of this Agreement by Service Contractor or any of its affiliates, subcontractors, agents or employees; (c) any negligence or willful misconduct by Service Contractor or its affiliates, subcontractors, agents or employees; (d) a violation of law; or (e) any determination that a relationship, other than that of independent contractor, exists between Owner and/or Manager and Service Contractor and/or its employees or any other employment-based complaint or grievance.

The foregoing indemnification shall extend to all legal, defense and investigation costs, and all other reasonable costs, expenses and liabilities incurred by the party indemnified, from and after the time at which the party indemnified receives written or verbal notification that a Claim has been or may be made. The obligations set forth in this section shall remain in effect regardless of whether Service Contractor maintains or fails to maintain any insurance coverage required hereunder, or self-insures for any liability, and any self-insured coverage shall be deemed insurance coverage hereunder.

Service Contractor's obligations under this section shall be limited only to the extent that the Claim is determined by a court of competent jurisdiction to have resulted from the negligence or willful misconduct of Owner, Manager or any third party not affiliated with Service Contractor. Claims must be submitted to Service Contractor's insurance carrier for coverage prior to any submission to Owner or Manager.

THE AFORESAID OBLIGATION OF INDEMNITY AND DEFENSE SHALL BE CONSTRUED SO AS TO EXTEND TO ALL LEGAL, DEFENSE AND INVESTIGATIVE COSTS, AS WELL AS ALL OTHER COSTS, EXPENSES AND LIABILITIES INCURRED BY AN INDEMNIFIED PARTY, FROM AND AFTER THE TIME AT WHICH THE INDEMNIFIED PARTY RECEIVES WRITTEN OR VERBAL NOTIFICATION THAT A CLAIM OR DEMAND IS MADE OR MAY BE MADE. THE. OBLIGATIONS SET FORTH IN THIS SECTION SHALL REMAIN IN EFFECT REGARDLESS OF WHETHER SERVICE CONTRACTOR MAINTAINS OR FAILS TO MAINTAIN ANY INSURANCE COVERAGE REQUIRED HEREUNDER, OR SELF-INSURES FOR ANY LIABILITY, AND ANY SELF-INSURED COVERAGE SHALL BE DEEMED INSURANCE COVERAGE HEREUNDER.

SAVE AND EXCEPT FOR LIABILITIES, OBLIGATIONS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, EXPENSES. DAMAGES, FINES, JUDGMENTS, SETTLEMENTS AND PENALTIES (INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES) CAUSED SOLELY BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, AN INDEMNIFIED PARTY'S RIGHT TO INDEMNIFICATION UNDER THIS SECTION SHALL NOT BE IMPAIRED OR DIMINISHED BY ANY ACT, OMISSION, CONDUCT, MISCONDUCT, NEGLIGENCE OR DEFAULT BY THE INDEMNIFIED PARTY, OR AN EMPLOYEE OF AN INDEMNIFIED PARTY, WHO CONTRIBUTED OR MAY BE ALLEGED TO HAVE CONTRIBUTED THERETO. CLAIMS MUST BE SUBMITTED TO SERVICE CONTRACTOR'S INSURANCE CARRIER FOR COVERAGE PRIOR TO ANY SUBMISSION TO OWNER OR MANAGER.

EXCEPT FOR INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS, SERVICE CONTRACTOR, OWNER AND MANAGER SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFITS, INCURRED BY THE OTHER PARTY UNDER THIS AGREEMENT. EXCEPT FOR INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS, THE TOTAL AGGREGATE LIABLITY OF SERVICE CONTRACTOR FOR CLAIMS ASSERTED BY MANAGER OR OWNER UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION OR THEORY OF RECOVERY, SHALL BE LIMITED TO $3.75 MILLION FOR CLAIMS INCURRED IN A CONTRACT YEAR.

**9. Early Termination**

* 1. Termination for Cause. Manager may, by giving written notice, terminate this Agreement as of the date specified in the notice if Service Contractor breaches this Agreement; and (a) such breach is not cured within a reasonable period as specified in the notice; or (b) such breach is not capable of being cured within a reasonable period.
  2. Termination upon Notice. Manager may, by giving not less than thirty (30) days written notice, terminate this Agreement in whole or in part as of the date specified in the notice, with or without cause. In the event that the Property Management Agreement is terminated, this Agreement shall either terminate or be assigned to Owner as of the effective date of termination of the Property Management Agreement, regardless of whether Manager has given prior notice to Service Contractor of such early termination. However, if Manager has prior notice of termination of the Property Management Agreement, Manager will give prior notice of early termination of this Agreement to Service Contractor as soon thereafter as is reasonably possible. Service Contractor shall receive compensation for all Contract Duties performed through the effective date of early termination, but no termination charges of any kind will be due.
  3. Notwithstanding anything to the contrary contained in this Agreement, Manager may cancel individual units of Equipment installed under an Order without payment of the remaining Fees or associated Early Termination Charges. The cancellation of such Equipment shall be subject to the following:

Fund out Provision.

* + - In the event the Property Management Agreement is terminated in whole or in part, JLL can terminate the corresponding portion of this Agreement in whole or in part without Early Termination Charges.
    - In the event of Owner individual department or office closures, the equipment affected

by those closures can be terminated without incurring Early Termination Charges.

* + - In the event of termination due to Service Contractor's default or breach of this Agreement, no Early Termination Charges will apply.
    - In the event of equipment downgrades or upgrades, or downsizing of individual sites, Early Termination Charges will not apply.

If none of the above conditions apply, Manager will pay Service Contractor Early Termination Charges equal to the Monthly Minimum of the affected device times the number of months remaining in the contract, but Early Termination Charges are only applicable after optimization has been completed, and only on new Equipment introduced as part of the optimization and not the pre-existing fleet. Notwithstanding anything to the contrary in a Pool Plan or any other document related to the Equipment, the term of all Equipment will be coterminous with this Agreement, and upgraded or replaced Equipment will not be deemed to have a longer term than this Agreement for the purpose of calculating Early Termination Charges. The canceled Equipment must be returned to Xerox in the same condition as when delivered to Company (reasonable wear and tear excepted). And, Customer must provide at least thirty (30) days written notice to Xerox.

**10. Assignment and Subcontracting**

10.1 Assignment. This Agreement may not be assigned by Service Contractor without Manager’s prior written consent, except in the case of assignment of Service Contractor’s right to collect payment for the purposes of securitization or factoring, which requires written notice from Service Contractor to Manager specifying assignee and the effective date of assignment. Any other attempted assignment by Service Contractor shall be void and of no force and effect. Manager may assign this Agreement, at any time in its sole and absolute discretion, to Manager’s nominee (which shall be Manager’s affiliates or another party designated by Owner) by giving Service Contractor written notice, which notice shall specify the assignee and effective date of assignment. Notwithstanding the foregoing, if the Agreement is assigned to a competitor of Service Contractor, and if Service Contractor objects to such designated assignee, Service Contractor may terminate this Agreement with written notice.

10.2 Subcontracts. Service Contractor shall not utilize any subcontractor in connection with providing the Contract Duties without the prior written approval of Manager, which may be withheld in Manager’s sole discretion. Service Contractor shall include in any approved subcontracts all provisions of this Agreement that may be applicable to the performance of the subcontract. Utilization by Service Contractor of, or Manager’s approval of, any subcontractor shall in no way relieve Service Contractor of any of its obligations or liabilities under this Agreement.

**11**. **Notices**

Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by: (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received or (iv) or by email, with a confirmed delivery receipt. All notices shall be addressed as follows:

If to Manager: Jones Lang LaSalle Americas, Inc.

12010 Sunset Hills Road,

Reston, VA 20190

Attn: Sourcing

If to Service Contractor: Xerox Corporation

201 Merritt 7

Norwalk, CT 06856 Attn: Nora Murtha

The foregoing addresses may be changed from time to time by notice to the other party in the manner set forth above.

**12. Miscellaneous**

12.1 Time of Essence. Service Contractor acknowledges that time is of the essence in regard to its performance under this Agreement.

12.2 Manager. All references to “Manager” contained in this Agreement are to Jones Lang LaSalle Americas, Inc. solely in its capacity as the duly authorized Manager of the Propertypursuant to the Property Management Agreement. No reference to “Manager” herein shall be construed as creating any liability of Manager for any obligation in any capacity other than as the duly authorized Manager of the Property pursuant to the Property Management Agreement.

12.3 Relationship of Parties**.** Service Contractor is retained by Manager only for the purpose and to the extent set forth herein and Service Contractor's relationship with Manager shall, during the entire term of this Agreement, be that of independent contractor so that neither Service Contractor, nor any employee, agent, officer, director or shareholder of Service Contractor, shall be deemed an agent or employee of Manager.

12.4 No Liens. Service Contractor shall neither attach nor permit the attachment of any liens upon the Property as a result of Service Contractor's performance of the Contract Duties.

12.5 Cure of Service Contractor's Default. If Service Contractor defaults in the performance of the Contract Duties or any other duty imposed upon Service Contractor hereunder, Manager may (but shall not be required to), upon notice to Service Contractor and with or without terminating this Agreement, cure and rectify such defaults , provided that a reasonable amount of time is given for Service Contractor to cure the default. Service Contractor will not be paid for Contract Duties it has not performed.

12.6 Force Majeure. Any delay or failure by either party in the performance of its obligations shall not constitute a default or give rise to any claim for damages if, and only to the extent and for such period of time that; (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, supplier, or other party acting under or through such party; and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of nature or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in laws; war, acts of terrorism, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; or other similar occurrences. If Service Contractor’s performance is delayed, Service Contractor agrees to use its best efforts to secure alternate sources of services, equipment or materials, if available. To the extent that Service Contractor fails to secure available alternate sources of services, equipment or materials, Manager is entitled to secure such alternate sources and offset any amounts expended on such alternate sources from amounts due or owing to Service Contractor under this Agreement to the extent that such amounts exceed the price allocations for the goods and services agreed upon in this Agreement. Service Contractor shall not be paid for any services it has not performed, or any additional compensation due to an unforeseen or uncontrollable event or occurrence of the type described in this section. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section, the party claiming such excuse shall promptly give written notice to the other party.

12.7 Estoppel Certificate. Within five (5) days after receipt of written request from Manager or Owner, Service Contractor shall provide a written statement certifying that this Agreement is in full force and effect, that, if all payments and invoices are current, Manager and Service Contractor are current in their respective obligations hereunder and that Manager is not in default under any provision of this Agreement. If Service Contractor cannot so certify, Service Contractor shall immediately notify Manager of any outstanding obligations or defaults.

12.8 Audit. Service Contractor will keep proper records relating to the Contract Duties, including data and records of disbursements relating to labor and costs for services rendered on a time and materials basis. Service Contractor shall also keep records required for regulatory and other legal requirements applicable to the Contract Duties. Subject to any specific rights in Exhibit D, upon reasonable advance written notice, Manager or Owner, and their auditors, shall have the right to audit such records. Service Contractor agrees to cooperate with Manager, Owner and their auditors in such audit. Manager, Owner and their auditors will comply with Service Contractor's reasonable security requirements when accessing Service Contractor’s records. This provision shall be subject to any further rights or requirements set forth in Exhibit D.

12.9 No Waiver**.** Failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

12.10 Severability. If any provision of this Agreement would be otherwise invalid or unenforceable under applicable law, the parties agree that such provision will be given the maximum effect possible under such applicable law, so as to enforce the provision as closely as possible to the intent of the drafted language without causing the provision to be found invalid or unenforceable. Further, if any provision of this Agreement cannot be so saved and is found to be invalid or unenforceable under applicable law, the Agreement shall be considered divisible as to such provision, which shall be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding.

12.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, unless different choice of law is required by Owner and specified in this Agreement (other than its rules as to conflicts of law which might require application of laws of another jurisdiction). Owner and Manager have agreed to submit certain disputes to mandatory, binding arbitration for resolution.  If any such dispute implicates you or the Contract Duties, you agree to participate in the arbitration proceedings in accordance with Owner’s procedures and requirements (which will be provided in writing to you upon request) and to be bound by the arbitrator’s determination(s) and award. In the absence of such requirement, the parties will resolve disputes in the courts of Illinois, unless different venue is required by Owner and specified in this Agreement.

12.12 Survival. The Insurance, Indemnification, Confidentiality, and Audit sections will survive the expiration or early termination of this Agreement, as well as any other provisions which, by their nature, are intended to survive termination of this Agreement.

12.13 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Contract Duties and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. All exhibits and attachments hereto are incorporated into and made a part of this Agreement. If either Manager or Service Contractor issues any purchase orders, work orders, statements of work, proposals, invoices or other documents related to this Agreement or the Contract Duties, then any standardized terms and conditions included in or annexed to those documents will be void and have no effect, and the terms and conditions of this Agreement will prevail. Hand-written terms and conditions provided by Service Contractor will have no force or effect. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto.

12.14 Digital Signatures: Service Contractor agrees to accept digital signatures that are encoded, verified, and date and time-stamped through Adobe or similar software from Manager to execute this Agreement and agrees that such digital signature shall be given full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date set forth above.

**MANAGER**:  **SERVICE CONTRACTOR**:

Jones Lang LaSalle Americas, Inc. Xerox Corporation

Electronic Signature of: By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bob Proie Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account Manager and PDS Lead

Jones Lang LaSalle Americas, Inc. Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A - CONTRACT DUTIES**

# **Description of Services**

## 1.1 Executive Summary

In case of a conflict between the terms in this Exhibit A – Contractor Duties (“**SOW**”) and the Agreement, the terms of the Agreement shall control.

This SOW sets out provision of Services for Intelligent Workplace Services(“**Services”)** by Service Contractor in the Output Environment at the Facilities. Service Contractor shall design, create, install, and operate the Services solution in two (2) phases: Transformation, and Service Operations as further described herein.

## 1.2 Key Dates

* The effective date of this SOW shall be the effective date of Amendment 03 of the Agreement to which this SOW is attached (“**Effective Date**”).
* The Term of this SOW is the term of Amendment 03 of the Agreement to which this SOW is attached, including any extensions thereto as mutually agreed upon by the Parties.
* Service Contractor will begin the provision of the Services during the **Service Operations** phase of this SOW.

# **Definitions**

Terms defined in the Agreement and used herein shall have the meaning set forth in the Agreement unless expressly defined herein.

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

**Additional Equipment** – Equipment that is not listed in the Service Contractor proposed Facility Plan and/or not required based on the Enterprise Design Principles, but which the Parties mutually agree to add to a Facility Plan for an incremental charge.

**Assessment** – The activities undertaken by the Parties as set forth herein, to gather information and develop Facility Plans.

**Asset Tag Number** – A unique bar-coded number for each Device that is to be managed pursuant to this SOW. This is in addition to the manufacturer assigned serial number.

**Break Fix** – The issue resolution, repair, or maintenance of all Devices (also known as “Maintenance Services” for Equipment).

**Business Day / Hours** – The hours during which Service Contractor shall perform the Services, which are Monday through Friday, 8:00 AM to 5:00 PM, local Facility time, excluding Manager’s holidays.

**Capabilities** – The functionalities available in a Multifunctional Device (“MFD”) (e.g. printing, scanning, copying, faxing, etc.).

**Change Control Process** – A systematic approach to managing all changes made to the Services and Devices supported under this SOW. All changes shall be made via a change control document (SOW amendment or an Order,) agreed to by the Parties, prior to implementation of such changes.

**Device** – All In-Scope Equipment (and Third Party Hardware if In-Scope) which may include laser/inkjet printers, analog/digital copiers, MFDs, desktop scanners and fax machines.

**End User** – Manager’s employees, personnel, vendors, subcontractors, or guests at Facilities who are authorized to utilize the Devices.

**Equipment** – In-Scope Service Contractor-brand equipment (i.e. printers, copiers, MFD’s, and their included accessories).

**Fault** – An interruption in the operation of a Device that is caused by either a Hard Device Failure or a Manager Caused Failure.

**Hard Device Failure** – A Device-related issue that requires a trained Service Contractor resource to restore the Device to operating status.

**Impression** - An image produced by any Device. Double-sided Impressions and Impressions larger than A4 8.5 x 14 inches may be counted as two (2) Impressions.

**Impression Volume** – The total number of Impressions produced within a specified timeframe, as reported by the Service Contractor’s software and tools.

**In-Scope** – Devices, Facilities, and End Users which have been agreed to be entitled to receive the Services provided by Service Contractor under this SOW.

**MACD – (Move Add Change Dispose)** – The movement, addition, change, or disposal of a Device in the Output Environment.

**Manager Caused Failure** – A Device and/or Service interruption that is caused by Manager, including, but not limited to: (i) moving a Device, (ii) Manager Software or other print and network infrastructure issues, including any printing issues related to applications not certified by Manager on Equipment, (iii) failure to install adequate virus protection, (iv) use or modification of a Device inconsistent with the original equipment manufacturer (OEM) documentation for such Device, (v) use of items not manufactured, sold or recommended by the OEM, (vi) unauthorized use of a Device (vii) misuse of Devices by Manager.

**Manager’s Service Desk** – A help desk operated by or on behalf of Manager.

**Manager Software** – The software programs, in object code, and programming (and all modifications, replacements, upgrades, enhancements, documentation, materials and media related thereto) reasonably required or requested to be provided by Manager and used by Service Contractor under this SOW, including for example, SQL, workstation image, and anti-virus software on Manager servers running the Service Contractor’s software and tools. Manager Software expressly excludes all software and Service Contractor’s software and tools as defined in the Agreement.

**MFD – (Multifunctional Device)** – A Device that includes various Capabilities, including, but not limited to copying, printing, faxing, and scanning.

**Network-Attached Devices** – Devices connected to Manager’s electronic data network and that are accessible by the Service Contractor’s software and tools, as defined in the Agreement, for purposes of gathering the data needed to provide the Services.

**Output Environment** –The printing, faxing, copying, and scanning activities generated from Devices and related Services in support thereof.

**Project Plan** – Service Contractor and Manager shall develop this operational document containing the specific activities and schedules to be conducted and followed in accordance with the terms of this SOW.

**Services** – The combination of software, technology, people, and processes provided to manage and support all Devices, Facilities, and End Users as defined in this Intelligent Workplace Services SOW.

**Service Incident** – An individual occurrence or event that requires proactive (Service Contractor initiated) or reactive (Manager initiated) Break Fix, Supplies, MACD, or other Services.

**Service Incident Management** – The management of Service Incidents from the point of request to resolution including, tracking the status of Service Incidents, and reporting on Service performance levels as set forth in this SOW.

**SLA - (Service Level Agreement)** – Performance standards and the associated metrics used to measure Service Contractor’s achievement of Service performance levels.

**Facility (or “On-Facility”)** – Manager or eligible affiliate location where Services are performed and/or Devices are installed as set forth in this SOW.

**Facility Contact –** A specific End User identified by Manager to be the designated point of contact at a Facility for any support issues involving Devices, including the installation of Equipment, startup of Services, End User training, remote diagnostics support, and management of the Supplies at their Facility(s).

**Facility Plan** – The plan created by Service Contractor for Services and Devices for each respective Facility, or discrete locations within a Facility, (e.g. floors, departments, buildings, etc.,). Individual Facilities may contain one or more Facility Plans.

**Supplies** – Collectively refers to Consumable Supplies, as defined in the Agreement, and Third Party Supplies as defined herein. Generally, Supplies includes toner and ink, and excludes paper and staples.

**Third Party Hardware** – Non-Service Contractor brand devices.

**Third Party Supplies** – The supplies provided for Third Party Hardware comparable to those Consumable Supplies provided for Equipment (see definition for Consumable Supplies in the Agreement for details). Toner and ink for Third Party Hardware may be new, remanufactured, or reprocessed.

**Transformation** – The implementation of the Equipment and Services at all Facilities in accordance with the Facility Plans.

**Transition** – The establishment of the Services within the Manager Output Environment, as outlined in this SOW.

**Service Contractor Service Desk** – A Service Contractor service center that acts as a single point of contact to receive inbound calls from Manager and receive proactive alerts from Network-Attached Devices.

# **Transformation**

## 3.1 Project Management

Both Service Contractor and Manager will provide a resource to be the main point of contact for coordination of appropriate resources throughout Transition and Transformation, or until an agreed upon time during Transformation.

The Parties will work to complete the Project Plan within the first four (4) weeks of the Effective Date as follows:

| ID | Activity | Accountable |
| --- | --- | --- |

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| --- | --- | --- |
|  | The Parties shall each provision a Project Manager to deliver the Services | Service Contractor and Manager |
|  | Provision of other resources to work with Service Contractor to ensure that the Services and processes shall be enabled during Transition and Transformation | Manager |
|  | Complete Project Plan in coordination with Manager | Service Contractor |
|  | Conduct regular project review meetings  Such meetings shall include representation from Service Contractor and Manager and cover:   * Status on roll-out plan * Status on action and issues logged * Decisions that need to be made * Risks assessed * Communication plan and any other relevant subjects | Service Contractor |
|  | Attend regular Transition and Transformation project review meetings | Service Contractor and Manager |
|  | Provide escalation protocol detailing contact names and escalation flow | Service Contractor and Manager |
|  | Construction and provision of End User communication. Service Contractor will advise Manager on best practices | Manager |
|  | The Parties shall each execute the Project Plan activities as defined | Service Contractor and Manager |
|  | Provide Project Plan. This plan will detail the timeline, obligations of the Parties and activities for the intended roll out of Transformation for all Facilities | Service Contractor |

## **3.2 Equipment Certification**

All new Equipment models will be tested and certified in Manager’s environment by Manager to ensure compatibility with the network, all software applications, print drivers and other environmental concerns. Service Contractor shall make available Service Contractor OEM print driver(s) and recommended Service Contractor OEM printer driver(s) configuration to Manager.

| ID | **Activity** | **Accountable** |
| --- | --- | --- |

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| --- | --- | --- |
| 1. 1 | Complete testing and certification of Equipment before any new models are installed as part of Transformation, and when a new model is proposed for the Output Environment | Manager |
| 1. 2 | Provide one (1) unit of Equipment, via a separate Order, of each type/model of Equipment for up to thirty (30) days, for certification purposes, whenever that Equipment is not currently available in the Output Environment | Service Contractor |
| 1. 3 | Complete the certification process within thirty (30) days from date of installation | Manager |
| 1. 4 | Validate all Equipment Capabilities for compliance with any Manager information technology and security policies as required by Manager | Manager |
| 1. 5 | Provide documentation to Service Contractor to identify configuration settings of Equipment made by Manager and/or any changes Service Contractor is required to make on newly installed Equipment | Manager |

## 3.3 Service Contractor’s Software and Tools

Xerox shall utilize the existing deployment of Service Contractor’s software and tools. The Service Contractor’s software and tools shall be managed solely by Service Contractor for the delivery of the Services. The installation of Service Contractor’s software and tools shall require dedicated server(s) to be installed, functional, and attached to the Manager network infrastructure.

Service Contractor’s software and tools shall continue to be installed on the Manager’s network to monitor networked compliant SNMP Devices automatically. Device information is collected and then uploaded and maintained in the Service Contractor hosted asset management database.

### 3.3.1 Service Contractor’s Software and Tools Connectivity

All Network-Attached Devices must continue to be accessible over the Manager network by the On-Facility Service Contractor’s software and tools. The On-Facility Service Contractor’s software and tools must continue to be allowed to scan approved ranges of the Manager network periodically for SNMP-compliant Devices, otherwise additional charges may apply.

#### 3.3.1.1 Connectivity – Service Contractor’s Software and Tools (Hosted) Application(s)

Service Contractor shall continue to host some Service Contractor’s software and tools in a secure off-Facility environment which communicate directly with the On-Facility Service Contractor’s software and tools deployed within the Manager’s network. All Service Contractor’s software and tools will be remotely accessible by Service Contractor personnel. Service Contractor and the Manager will agree upon the content and frequency of secure encrypted communications with the Service Contractor’s software and tools at the hosted Service Contractor Facility.

### 3.3.2 Service Contractor’s Software and Tools Update(s)

Service Contractor will provide on-going maintenance and update(s) of the Service Contractor’s software and tools, as necessary.

| ID | Activity | Accountable |
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| --- | --- | --- |
| 1. 1 | Provide notification of On-Facility Service Contractor’s software and tools updates that must be performed | Service Contractor |
| 1. 2 | Schedule updates with Manager’s team with reasonable notification of not less than thirty (30) days, unless otherwise required and agreed upon by the Parties | Service Contractor |
| 1. 3 | Updates that can be completed remotely, without Service Contractor On-Facility assistance, shall be coordinated with Manager during the notification and planning of such updates | Service Contractor |
| 1. 4 | Provide access and enable Service Contractor to update the Service Contractor’s software and tools as required | Manager |
| 1. 5 | Provide the most current available version of the Service Contractor’s software and tools as required to perform the Services, as determined by Service Contractor, during the Term | Service Contractor |
|  | Prior to any update of Service Contractor’s software and tools, ensure appropriate backup of data and application servers, or other supporting applications | Manager |

### 3.3.3 Backup and Support for Service Contractor’s Software and Tools Servers

| ID | Activity | Accountable |
| --- | --- | --- |

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| --- | --- | --- |
| 1. 1 | Provide advance notification to Service Contractor of all maintenance and upgrades to any Manager Software and third party software that may affect the proper operation of Service Contractor’s software and tools | Manager |
| 1. 2 | Back up all Manager Software applications installed on the servers hosting the Service Contractor’s software and tools and MS SQL on at least a monthly basis | Manager |
| 1. 3 | Back up all databases associated with Service Contractor’s software and tools  Conduct daily incremental and (weekly or monthly) full backups of all data tables and data associated with the Service Contractor’s software and tools database installation on MS SQL Server. Verify that backups can be read and installed | Manager |
| 1. 4 | Hardware and system software maintenance of servers hosting Service Contractor’s software and tools or Service Contractor’s software and tools data on the Manager network | Manager |
| 1. 5 | Provide appropriate and sufficient virus protection for the servers hosting Service Contractor’s software and tools or Service Contractor’s software and tools data on the Manager network | Manager |

To the extent that Manager utilizes a third party provider for the support and maintenance of its information technology infrastructure, including the servers hosting the Service Contractor’s software and tools and MS SQL, or otherwise has access to such, the Manager agrees that it shall require all such third party providers to execute written obligations of confidentiality, in regards to Service Contractor’s Confidential Information, including, but not limited to the Service Contractor’s software and tools, which are no less restrictive than those set forth in the Agreement and this SOW.

## 3.4 eCommerce Portal

The eCommerce Portal, a private extranet eCommerce website provided by Xerox, is implemented to enable End Users to request MACD activities, access on-line training and contact Xerox. Language implementation is English. The eCommerce Portal is only accessible via password and designed to support the following End User requests:

* **Relocate Equipment** **(Move)** – Request, via an electronic form, the movement of Equipment from one Site to another
* **Request new Equipment** **(Add)** - Request, via an electronic form, additional Equipment
  + **Shop for Equipment** - browse an online custom catalog of Equipment and Supplies aligned to this SOW
* **Remove Equipment (Dispose)** – Request, via an electronic form, the physical removal (disposal) of Equipment for a Site and have the Equipment returned to Xerox
  + For remove Equipment requests, that include the installation of new Equipment, see the Request for New Equipment
* **Training** – Online Equipment training offered through links established for each model of Equipment
* **Contact** – Access to Xerox Account Team Contact Information

| **ID** | **Activity** | **Accountable** |
| --- | --- | --- |
|  | Both Parties agree on the functionality to be enabled for the eCommerce Portal | Xerox and Customer |
|  | Remotely install and configure the eCommerce Portal | Xerox |
|  | Identify the Customer’s eCommerce Portal Authorized End Users | Customer |
|  | Enable access for Customer’s eCommerce Authorized End Users | Xerox |
|  | Conduct a fundamental “Train-the-Trainer” session for Customer’s eCommerce Authorized End Users on how to utilize the enabled functions. | Xerox |
|  | Update and maintain eCommerce Authorized End Users during Service Operations | Xerox and Customer |

## 3.5 Transformation Delay

Service Contractor shall not be liable for failure to meet the Project Plan where Service Contractor is unable to deploy Equipment as outlined in the Exhibit A-1: Facility and Device Listing, due to Manager or Manager’s agent’s failure to perform the Manager accountable Transformation activities as outlined in this SOW.

## Transformation Preparation

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| ID | Activity | Accountable |

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| --- | --- | --- |
|  | Manager to provide print policy, which is the statement of Manager’s requirements for basic default print parameters such as: black and white only, double sided by default | Manager |

### 3.6.1 Service Contractor’s Software and Tools Device Data Elements

The Parties shall jointly provide as many of the Device Data Elements outlined in Exhibit A-3, as is appropriate, for the purposes of maintaining the current asset database in the Service Contractor’s software and tools. It is understood that some Device Data Elements may not be available and that those missing elements shall be accepted by both Parties. Manager is responsible for providing Service Contractor with relevant information during the Assessment of the Devices.

All required Device Data Elements must be correctly identified and populated in the Service Contractor’s software and tools database before the Device can be put In-Scope and managed.

**3.7 Transformation Scheduling**

| ID | **Activity** | **Accountable** |
| --- | --- | --- |

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| --- | --- | --- |
|  | The Parties shall coordinate the completion of the implementation on each Facility by the respective Project Managers | Service Contractor and Manager |
|  | The Parties shall complete the Project Plan for new Equipment delivery | Service Contractor and Manager |
|  | Upon final target delivery date being agreed to by the Parties, any subsequent changes will be subject to the Change Control Process | Service Contractor and Manager |
|  | The Parties shall complete a remote pre-implementation Facility readiness review, including confirmation of planned deployment dates, resources and Facility escorts prior to scheduling Equipment delivery | * Service Contractor and Manager |
|  | Coordinate delivery and setup of the new Equipment according to the process for installation of Equipment | * Service Contractor |
|  | Coordinate appropriate Manager resource necessary for Equipment configuration, connectivity to the network, print queue setup, and print driver installation | * Manager |
|  | Coordinate any necessary support infrastructure changes deemed necessary including but not limited to network drop installation, phone drop installation or space changes including acquisition of furniture for desktop Equipment | * Manager |
|  | The Parties shall agree on the remote access method using secure software applications/tools for configuration and implementation of Equipment | * Service Contractor and Manager |

## Delivery, Installation, and Removal

All delivery, installation, and related removal activities work will be performed during Business Hours. Any Services to be performed outside Business Hours will require a request by the Manager with sufficient advance notice for Service Contractor to comply with the delivery and installation of any Equipment, and additional device delivery appointment charges may apply as per the Exhibit B of the Agreement. If an item assigned to and confirmed by Manager as complete is determined to be incomplete at time of Equipment installation, a Facility revisit charge, as provided under Exhibit B of the Agreement shall apply.

Removal of devices, by Service Contractor, shall be scheduled to be completed in conjunction with Equipment delivery. Removal of devices that requires additional trips to the Facility shall be charged a Facility revisit charge, as provided under Exhibit B of the Agreement.

Service Contractor shall remotely configure some or all Equipment using secure software applications/tools (LogMeIn, VPN Connection, or WebEx) and Internet-based network connectivity to the Manager’s data network and Facilities.  Service Contractor shall utilize said applications/tools during a remote session or sessions.  Manager acknowledges and agrees to support Service Contractor in providing the IT and Facility or Manager facilities contact information to facilitate and enable Service Contractor to perform such remote installation and configuration of Equipment.

| ID | Activity | Accountable |
| --- | --- | --- |

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| --- | --- | --- |
|  | Deliver new Equipment to the Manager designated receiving areas, in accordance with the agreed deployment schedule and Facility Plan | Service Contractor |
|  | Validation / confirmation of Equipment deliveries | Manager |
|  | Provide skilled On-Facility resource to validate appropriate space, network, electrical and phone requirements | Manager |
|  | Assist and enable Service Contractor to deliver Equipment to the designated receiving areas | Manager |
|  | Provide Service Contractor with all Facility-specific delivery restrictions and instructions in advance of the Equipment delivery date, such that the Project Schedule for the Facility(s) is not delayed or negatively impacted | Manager |
|  | Move Equipment from designated receiving areas to specific install locations per agreed to Facility Plan | Service Contractor |
|  | Remove out of scope Manager owned and/or leased devices from the Output Environment | Manager |
|  | Provide Facility access to Service Contractor for scheduled delivery and installation of Equipment | Manager |
|  | Install Equipment and configure to the baseline Equipment settings mutually agreed to and documented prior to installation. Connect to power supply, attach appropriate peripherals, load of initial paper (provided by Manager), perform initial testing of basic Equipment features (including duplex and finisher if applicable). Removal and disposal of associated packaging materials | Service Contractor |
|  | Configuration of Network-Attached Equipment to the network, including providing all LAN connections, connection of the Devices to network and phone ports, assignment of IP addresses or Host names, and set up the print queues. This includes approving Service Contractor printer drivers and install drivers on the server | Manager |
|  | Connect new Equipment to Service Contractor’s software and tools | Service Contractor |
|  | Distribute, load, and configure the print driver(s) to the appropriate workstations | Manager |
|  | Application printing testing following Device set up is a ‘Key User’ responsibility. Should Key User experience any issue during testing, User should raise Service Incident for resolution | Manager |
|  | Update and configuration of the print queues and test the printing of the Equipment | Manager |
|  | Tag existing devices identified for disposal | Manager |
|  | Move / Remove existing devices (Manager owned or leased)  Note: Manager may request Service Contractor removal of Manager-owned or leased devices for placement in a Manager-provided On-Facility secure storage area. Such requests will be subject to additional charges, which will be quoted upon request | Manager |
|  | Manager shall have thirty (30) days from completion of Transformation to remove all existing devices tagged for disposal and provide validation to Service Contractor, so Service Contractor can update the Service Contractor’s software and tools database. Once an existing device is disposed, said existing device cannot be re-used within the Output Environment without prior written agreement by Service Contractor, via the Change Control Process | Manager |

## Equipment Training

| ID | Activity | Accountable |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
|  | Provide access to computer-based on-line training and technical documentation for Equipment including the use of the Capabilities of the Equipment including printing, copying, faxing, and scan-to-email (as appropriate)  Training will also include the installation of paper and Consumable Supplies and instructions for general issue resolution such as removing paper jams, print drivers; etc. | Service Contractor |
|  | Communicate training availability to Facility Contacts and/or End users to ensure they know where and how to access the Equipment training materials | Manager |
|  | Request Service Contractor-led training (e.g. On-Facility; Remote Facilitated; etc.) if desired via the Change Control Process at an additional charge | Manager |

# **Service Operations**

## Governance and Performance

The Parties will meet on a quarterly basis to enable timely and accurate communication; allow for planning and alignment with Manager’s objectives and requirements as set forth in this SOW; and provide timely resolution of issues. Meetings may include On-Facility, web conferencing, and teleconference meetings.

| ID | Activity | Accountable |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
|  | Provide a representative to lead and monitor the provision of the Services | Service Contractor |
|  | Document meeting minutes and distribute to all attendees | Service Contractor |
|  | Ensure appropriate personnel are available for meetings, including IT contact and Executive Sponsor | Manager |

### Quarterly Business Reviews

A formal management meeting to discuss the Services and their relationship to the Manager’s strategic business goals shall be conducted on a mutually agreed upon schedule. Service Contractor recommends a quarterly business review where applicable. The meeting agenda will also be mutually agreed upon. Topics discussed may include:

* Review of the SLA reports and trends for the quarter
* Review of overall Services
* Review of the progress of the resolution of previously discussed open issues
* Innovation proposals and opportunities
* Major business and technology changes affecting the Services

### Management Structure

The Parties shall provide resources to comprise an Operations Team for the management of the Services as defined in this SOW. The team shall consist of various personnel focusing on specific functions of the Services. A brief overview of the Service Contractor and Manager resource roles is provided below. The detailed information on responsibilities, estimated time commitment and availability required is in Exhibit A-3 Resources.

| **Resource Role** | **Overview** | **Accountable** |
| --- | --- | --- |
| Executive Sponsor | Executive decision maker and influencer with accountability and responsibility for the overall financial and operations aspects of the Services engagement. | Manager |
| Operations Executive | Overall executive-level responsibility and accountability for the Transition, Transformation, and Service Operations phases. | Manager |
| Project Manager | Overall operational responsibility, accountability, and decision-making authority for scope, budget, and schedule of the Services project. | Manager |
| Contract Manager | Overall responsibility for negotiating and governing the contractual relationship with Service Contractor | Manager |
| Facility Contacts | Facilitate installation of Service Contractor Devices and startup of Service Contractor Services at their Facility. | Manager |
| Facility Plan Contact | Facilitate Assessments and approvals; represent the business environment and how the Services are used. | Manager |
| Primary Manager Contact | Key Users for Service Contractor Break Fix Service and Consumables Service for Devices. | Manager |
| Manager’s Services Help Desk Manager | Overall responsibility for Manager’s Services Help Desk. Manages operations of Manager’s Services Help Desk and relationship with Service Contractor Service Desk. | Manager |
| IT/Service Desk Facility Contact | Manager’s IT Service Desk resource or the resource for the Service Contractor Service Desk will engage for IT/network related issues and support. | Manager |
| IT Subject Matter Experts and Operations Personnel | Provides Service Contractor with IP addresses and technical data required to connect the Devices to Manager’s data network. | Manager |
| Facility Management and Operations Personnel | Provide required electrical power, network connectivity working space around the Devices, and required office space for Service Contractor personnel. | Manager |
| Communication and Change Management Leader | In collaboration with Service Contractor, develop and implement a communication plan to facilitate the introduction of the Services. | Manager |
| Information Security Personnel | Provide Service Contractor with information security policies and procedures relevant to delivery of Services | Manager |
| Transition Executive | Executive-level responsibility and accountability for the Transition and Transformation phases. Peer to Manager Operations Executive | Service Contractor |
| Transition / Project Manager | During Transition and Transformation, overall responsibility and accountability for creating the Project Plan. Peer to Manager Project Manager | Service Contractor |
| Service Delivery Manager | Overall executive level responsibility and accountability for service delivery relationship with the Manager from Effective Date through the end of Term. | Service Contractor |
| Service Contractor Service Desk Implementation Manager | Overall responsibility and accountability for Service Contractor Service Desk. Establishes Service Contractor Service Desk | Service Contractor |
| Accounts Receivable / Billing Contact | Key interface to Manager Accounts Payable Contact. Addresses billing/invoicing questions and issues. | Service Contractor |
| Solution Architect | Overall responsibility and accountability for the solution architecture and design required to meet Manager requirements as stated in the SOW | Service Contractor |

## Service Level Management

### SLA Metrics

Each Service Level Agreement (SLA) described in this section is the standard against which Service Contractor’s performance will be measured. The measurement of any SLA under this SOW excludes any out-of-scope products and services including, but not limited to any existing devices and Ad Hoc Requests. The SLAs against which Service Contractor shall be measured are represented in the table below. Except as otherwise specified, all references to hours shall be to local time in the time zone in which the Device is located and refer to Business Hours; and all references to days, months, and quarters shall be to Business Days, calendar months, and calendar quarters respectively. Service Contractor will measure SLAs monthly and will report on them as part of monthly performance reports as outlined in this SOW. In the event that Service Contractor, after documenting a reasonable effort to contact the End User or gain access to the failing Device, is delayed for reasons outside Service Contractor’s control beyond its ability to meet the SLAs, the Break Fix Service Incident will be excluded from the SLA measurement calculation. Unless specifically stated, these metrics apply to the total fleet of Service Contractor Equipment. The Equipment Uptime measurement applies to the Equipment population and is calculated on a 3-month rolling average.

### Service Levels

| Equipment |
| --- |

| **Service Level Agreement (SLA)** | | **SLA Measurement Criteria** | **Service Level Objective (SLO)** | **Service Level Agreement** | **SLA Attainment** |
| --- | --- | --- | --- | --- | --- |
| Equipment Uptime | | Percentage of hours Service Contractor Equipment working properly during Business Hours | Uptime of all Service Contractor Equipment | Monthly Uptime | 95% |
| Break Fix Service Contractor Service Desk Response | Business Hours | | Service Contractor Service Desk Response to Break Fix Service Incidents within the SLA | 4 Business Hours | 95% |
| Break Fix Resolution - Service Contractor Floor Console Equipment | Business Hours | | Resolution of Break Fix Service Incidents within the SLA | Second Business Day | 95% |
| Break Fix Resolution - Service Contractor Desktop MFD and Service Contractor Printer Equipment | | Business Hours | Resolution of Break Fix Service Incidents within the SLA | Second Business Day | 90% |

### SLA Measurement

The performance measurement for each SLA will be the aggregate of all Break Fix Service Incidents for that given SLA shown in the table above. Each activity falling in the Service Level Objective category will be measured to determine if it has met the SLA target or not. The total number of missed Break Fix Service Incidents will be subtracted from the total number of Break Fix Service Incidents, and that result will then be divided by the total number of Break Fix Service Incidents. The result will be expressed as a percentage.

|  |  |
| --- | --- |
| Equipment Uptime | |
| **SLA Definition** | A measurement of the percentage of time the Equipment is available for use within Business Hours. Equipment is available when its primary Capabilities (including print, copy, scan, and/or fax) are usable by the Manager. Equipment Uptime times apply to Equipment-related Break Fix Service Incidents only. |
| **Measurement Basis** | Basis: Availability of Equipment in a given three (3) month rolling period.  For Network-Attached Equipment, availability will be measured by Service Contractor using a combination of the Service Contractor’s software and tools, and outage reports. For non-Network-Attached Equipment, availability will be measured by Service Contractor using Break Fix Service Incidents and outage reports only. |
| **Measurement Computation** | Equipment Uptime% = Total Business Hours available in a calendar month minus Unplanned Outage Hours (as defined below) divided by Total Business Hours (as defined below) available in a three (3) month rolling period.  Total Business Hours available within a calendar month equal the total number of units of Equipment (as recorded in the Service Contractor’s software and tools) times the number of Business Hours in the calendar month minus any time for planned outages required for preventive maintenance  Unplanned Outage Hours equals the time when a piece of Equipment is unavailable to use because it has failed, or a Supply is required, and none exists at the point-of-use.  Unplanned outages not included in the computation include but may not be limited to: power failure, network failure, virus or other Manager limitation, fire/flood/disaster or other Force Majeure event, misuse, abuse, or Manager Caused Failure - e.g., moving the machine, or Manager Software issues. |
| Break Fix Service Contactor Service Desk Response Time | |
| **SLA Definition** | The duration (in Business Hours) required to initiate and triage a Break Fix Service Incident by the Service Contractor Service Desk. Response time is measured from the time Service Contractor is notified of the issue (either electronically or verbally) to the time the Service Contractor Services Desk begins the triage and resolution process. Break Fix Service Contractor Service Desk Response times apply to reactive Break Fix Service Incidents only. |
| **Measurement Basis** | The % of Break Fix Service Incidents responded to by the Service Contractor Service Desk within the SLA performance specification. |
| **Measurement Computation** | Break Fix Service Contractor Service Desk Response Time % = Number of Break Fix Service Incidents (Reactive only) responded to by the Service Contractor Service Desk within the SLA performance specification for a given calendar month divided by the total number of Break Fix Service Incidents responded to by the Service Contractor Service Desk in that same calendar month.  The measurement includes Manager requests only. Proactive Service Incidents are not included in this calculation. |
| Equipment Break Fix Resolution Time | |
| **SLA Definition** | The duration (in Business Hours) required to resolve a Break Fix Service Incident on a unit of Equipment whose primary Capabilities are not available for use. This applies to Break Fix Service Incidents received by 2:00 p.m. local time. This is measured from the time Service Contractor is notified (either electronically or verbally) that the Equipment is unavailable for use to the time when the Equipment is returned to availability (including print, scan, copy, or fax as applicable). Break Fix Resolution times apply to Equipment-related Break Fix Service Incidents only.  This SLA includes Equipment issue resolution conducted by means of a remote Service Contractor Service Desk agent. This could be either a “Proactive” or “Reactive” Break Fix Service Incident as described in the Service Contractor Service Desk section of this SOW. |
| **Measurement Basis** | The % of Break Fix Service Incidents resolved within the performance specification. |

## 

|  |  |
| --- | --- |
| Measurement Computation | Break Fix Resolution Time % = The number of Break Fix Service Incidents that closed within the performance of the SLA specification within a given calendar month divided by total number of Break Fix Service Incidents closed within the reported calendar month.  Service Contractor will measure the elapsed time of each Break Fix Service Incidents using Service Contractor® Tools. The Service Contractor’s software and tools will calculate the percentage of Break Fix Service Incidents meeting the specified performance level.  Exceptions: Break Fix Service Incidents will be exempt from the measurement criteria if Service Contractor, after documenting a reasonable effort to contact the End User or gain access to the failing Equipment, is delayed beyond their ability to meet the Service Level Agreements (outside of Service Contractor’s control). In addition, Equipment Break Fix Service Incidents related to power failure, network failure, virus or other Manager limitation, fire/flood/disaster or other Force Majeure event, misuse, abuse or Manager Caused Failure are exempted |

## Reporting

Service Contractor will monitor performance of the Devices and the effectiveness of the Services.

| ID | Activity | Accountable |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
|  | Track, monitor and report on Device performance | Service Contractor |
|  | Provide a consolidated, standard set of management reports **(**detailed below) measuring the performance and delivery of the Services. The reports will also include Impression Volume information | Service Contractor |
|  | Additional and / or alternate reports may be requested by Manager. Additional reports may be quoted upon request, and additional charges as provided under Exhibit B of the Agreement shall apply and shall be added to the Services via the Change Control Process | Manager |

### Standard Reports

| **Report Name** | **Description** | **Frequency** |
| --- | --- | --- |
| Service Performance Report | Service performance in relation to Service Level Agreement Target | Quarterly |
| Asset Status Report | Device asset properties | Monthly |
| Service Incident Report | All Services-related aspects of incident management | Monthly |
| Volume Detail Report | Detailed Impression Volume for Devices | Monthly |

## Service Contractor Service Desk Support

The Service Contractor Service Desk will handle requests, incidents, supplies ordering, MACD administrative support, and asset database management for all Services and Devices.

### Service Contractor Service Desk

The Service Contractor Service Desk provides Service Incident Management. The Service Contractor Service Desk receives and processes both reactive Service Incidents initiated by the Manager and proactive Service Incidents that are initiated by network-connected Devices using Service Contractor’s software and tools. If a Service Incident reported to the Service Contractor Service Desk is identified as an issue that the Manager is responsible for resolving, including without limitation, desk-side support, print queue/print server, or network connectivity, then the Service Contractor Service Desk shall send the Service Incident to the Manager’s Service Desk for closure/resolution, along with any available problem identification information that was provided to Service Contractor.

* + 1. Standard Service Contractor Service Desk Service Elements

| ID | Service Elements | Accountable |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
|  | **Standard Operating Hours:** 8AM to 8PM Eastern Standard Time | Service Contractor |
|  | **Language(s) Provided**: English. Other languages may be available at additional cost | Service Contractor |
|  | **Reactive Services:** Service Contractor will provide the following means for Manager to initiate Service Incidents:   * Telephone call | Service Contractor |
|  | **Proactive Services:**  Service Contractor will proactively monitor the Network-Attached Devices for Supply and Break Fix alerts remotely, using Service Contractor’s software and tools, which will auto-generate Service Incidents | Service Contractor |

### Proactive Service Incidents

Proactive alerts enable Service Contractor to provide proactive Break Fix Service delivery and Supplies monitoring and just-in-time delivery for Network-Attached Devices. In addition, the Service Contractor’s software and tools enable remote problem resolution, timely and accurate meter collection, Device utilization reporting, and enhanced Device utilization.

If Service Contractor’s software and tools detect a Device condition that has exceeded an established threshold, then a Device

remote alert shall be generated, and the Incident shall be reported to the Service Contractor Service Desk.

| ID | Activity | Accountable |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
|  | Service Contractor Service Desk shall attempt to resolve the Service Incident using remote diagnostic tools without Manager intervention | Service Contractor |
|  | If resolved, the Service Contractor Service Desk shall close the Service Incident as resolved | Service Contractor |
|  | If not resolved, Service Contractor shall contact a pre-designated Facility Contact or End User to perform remote diagnostics, when appropriate, for selected issues and Devices | Service Contractor |
|  | The designated Facility Contact or End User shall assist Service Contractor with reasonable remote diagnostic procedures to provide proper diagnosis and timely resolution | Manager |
|  | If Service Contractor is unable to resolve with remote diagnostics, then Service Contractor shall dispatch a technician | Service Contractor |

### Reactive Service Incidents

As noted in the Equipment Training section, End User training includes the installation of paper and Consumable Supplies as well as the instructions for the resolution of routine issues such as removing paper jams, print drivers; etc. When an End User

encounters a problem that requires Service Contractor’s assistance to resolve, they may create a reactive Service Incident via one of the means noted in the Standard Service Contractor Service Desk Service Elements section.

| ID | Activity | Accountable |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
|  | Initiate a Service incident with Service Contractor and provide the required Service Incident information: (a) End User name, email, and contact number; (b) Facility; (c) address, building and floor number; (e) type of Device or Service; (f) the Asset Tag Number; (g) brief problem description | Manager |
|  | Work with End User to perform remote diagnostics, when appropriate for the reported problem(s) and Devices | Service Contractor |
|  | The End User shall assist Service Contractor with reasonable remote diagnostics procedures to allow for proper diagnosis and timely resolution | Manager |
|  | If Service Contractor is unable to resolve the problem with remote diagnostics, then Service Contractor shall dispatch a technician | Service Contractor |

## Break Fix Management

Service Contractor shall provide the management of Break Fix Service Incidents to the point of issue resolution including, but not limited to remote resolution, dispatching of a technician or vendor, tracking the status of Break Fix Service Incidents, and reporting on Service performance levels as set forth in this SOW. The Manager will provide access to each Facility and Device. Remote monitoring of Network-Attached Devices enables Service Contractor to remotely resolve or proactively

dispatch a Service Contractor resource for Break Fix Service Incident resolution. In the table below are conditions required for Service Contractor’s effective delivery of the Services and SLA compliance described in this SOW.

| ID | Activity | Accountable |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
|  | Perform maintenance on supported, Devices, including warranty and non-warranty parts and labor | Service Contractor |
|  | Determine when and if a Device is to be repaired, replaced, or eliminated and communicate such change to Manager | Service Contractor |
|  | Provide Break Fix Service Incident Dispatching Services when required | Service Contractor |
|  | Perform parts procurement | Service Contractor |
|  | Perform OEM-required maintenance on Devices, except for (i) older model OEM Devices with limited or no parts availability; (ii) Devices where it is no longer economically viable to repair such Device; or (iii) warranty services on Devices leased from third parties | Service Contractor |
|  | Responsible for the following:   1. provide a single point of contact (typically the Operations Executive with sign-off authority) to work with Service Contractor to authorize out of scope services 2. provide written Manager internal escalation procedures to be used by Service Contractor 3. provide reasonable accessibility to each Facility 4. provide End User contact information and support for remote problem determination and resolution efforts 5. replacement of Device cartridge-based maintenance kits and components designated as End User replaceable by the OEM 6. clear any non-repetitive papers jams, and replenish paper 7. cleaning user interface surfaces 8. any printing issues and Faults not caused by a Hard Device Failure | Manager |

### Environmental Health and Safety

Any safety related job procedures, hazardous materials information, and evacuation procedures must be provided to the Service Contractor resource. Service Contractor shall not take responsibility for any unauthorized, untrained Manager resource to operate Equipment. Unless mutually agreed upon by the Parties, Service Contractor resources are restricted to lifting materials of fifty (50) lbs. or less.

## Supplies Management

Supplies for Network-Attached Devices, including OEM's or Service Contractor approved compatibles, will be shipped to the address specified by Manager. Service Contractor is responsible for determining which type of Supplies shall be provided, in what quantity, when the Supplies shipment is sent, which Supplies are consolidated for shipment, and the method of shipment (standard is ground shipping) in order to maintain the desired level of service. This includes Supplies return processing. This service is also known as Automated Supplies Replenishment (ASR).

When Devices that are NOT Network-Attached are agreed to be In-Scope under this SOW, Supplies will need to be manually ordered by Manager per the reactive ordering process provided by Service Contractor.

The Manager is responsible to receive, distribute, and install the Supplies including cartridge-based maintenance kits.

* Equipment Uptime SLA commitments are dependent on the Manager's ability to perform this effort.
* Devices qualifying for this service must be connected to the network, communicating and compatible with the Service Contractor’s software and tools for Supplies monitoring.

If Manager requires OEM Third Party Supplies other than OEM compatible, Manager shall be billed for such OEM Third Party Supplies. Service Contractor is not liable for constrained or discontinued Third Party Supplies. In order to maximize Supplies utilization, Manager agrees that all Supplies shall be run to their cease function point before being replaced.

| ID | Activity | Accountable |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
|  | Automated delivery of Supplies based on remote historical data (Supplies consumption data, Impression Volume/usage, and monitoring data) for metered, Network-Connected and Devices communicating with the Service Contractor’s software and tools | Service Contractor |
|  | Provide a reactive Supplies ordering process for any Devices that are not Network-Attached (if applicable) or Network-Attached Devices that are not capable of reporting on Supplies conditions, or for Devices at Facilities that have not yet been Transformed | Service Contractor |
|  | Manager’s authorized End Users may order Supplies as per the documented reactive Supplies ordering process | Manager |
|  | Receive and fulfill Manager requests for Supplies | Service Contractor |
|  | Ship Supplies to each Facility using common carriers with labels to identify key contacts and/or associated Device | Service Contractor |
|  | Receive and distribute Supplies to respective End Users. Receiver is responsible for any post-delivery delays that may result in a Device running out of a given Supply | Manager |
|  | Properly dispose of used cartridges according to federal, state, and local regulations | Manager |
|  | Install Supplies in Devices | Manager |
|  | Collect and redeploy unused Supplies as Device populations change | Service Contractor |

Manager may return designated used Supplies using the process described at the URL below.  Supplies returns require the Manager to go to Service Contractor.com.

The Service Contractor Supplies return process is fully described at:  
[http://www.Service Contractor.com/perl-bin/product.pl?mode=recycling&XOGlang=en\_US&referer=xrx](http://www.xerox.com/perl-bin/product.pl?mode=recycling&XOGlang=en_US&referer=xrx)

**Note:** The above methods of return or web Facility listed above are subject to change during the Term.

Supplies are Service Contractor property until used by the Manager, and Manager shall use them only with Devices. Upon request, Manager shall provide a list of Supplies in its possession. Service Contractor reserves the right to audit consumption of Supplies at a Facility if Service Contractor detects anomalous usage of Supplies. Manager shall assist Service Contractor in Supplies yield investigations and the determination of the cause of the anomalous usage.

Upon expiration or termination of the Services, Manager shall, at Service Contractor’s option and expense, return any unused Supplies to Service Contractor, permit access to its facilities to permit collection, or dispose of them as directed in writing by Service Contractor.

Manager shall be responsible for storing Supplies safely and securely at each Facility to prevent unauthorized use or loss of Supplies, including providing Service Contractor with a list of End Users at each Facility that are responsible for managing Supplies. Service Contractor reserves the right to inspect each Supplies storage location to validate security of the storage location.

## Move, Add, Change, and Dispose (MACD)

The business processes used to manage Devices are the Move, Add, Change, and Dispose (MACD) processes. Accurate and timely compliance with MACD processes are critical to the success and function of the Services. Manager shall promptly communicate to Service Contractor all activities associated with the MACD processes (explained below) for any Device with an Asset Tag Number. MACD activity may require approval by the Parties via the Change Control Process. Service Contractor will be the central point and source of record for all activities associated with the MACD processes of all Devices supported in this SOW.

### Move

Device moves are considered Ad Hoc Requests. Additional charges as provided under Exhibit B of the Agreement shall apply.

| ID | Activity | Accountable |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
|  | Evaluate all requested move activity against Device utilization objectives and make appropriate recommendations to meet End User needs | Service Contractor |
|  | Provide a quote for requested Device moves. Approved moves will be charged to the Manager. Scheduling for move will be agreed upon by both Parties | Service Contractor |
|  | Advise Service Contractor of all planned moves of Devices, regardless of whether Service Contractor performs the move or not. The Manager must provide the new Facility location and other requested information to ensure that the asset database remains current | Manager |
|  | Establish network connectivity and provide IT support for moved Devices | Manager |
|  | Provide live power outlets, network data jacks and network patch cables of sufficient length to connect each Device to the designated network jack | Manager |

### Add (Device)

The Service Contractor Service Desk receives and facilitates requests for new Device adds.

| ID | Activity | Accountable |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
|  | Periodically evaluate the needs of End Users over the Term and where appropriate provide incremental Device recommendations based on the End User needs | Service Contractor |
|  | Review recommendations and if in agreement, request said incremental Devices via the Change Control Process. Note – Device adds via the Change Control Process may result in additional charges | Manager |
|  | Establish network connectivity and provide IT support for the installation of newly added Devices | Manager |
|  | Deliver and Install added Device(s) in fulfillment via the Change Control Process | Service Contractor |
|  | Newly added Devices covered by this Service must be functionally connected to a network and must be accessible by the Manager’s server running Service Contractor’s software and tools on that network | Manager |

If Manager requests Additional Equipment to be added post-Transformation to meet changing business needs, a Facility Plan approval process shall be developed to determine whether the Equipment request can be added within the scope of the Services. Additional Equipment will be added via the Change Control Process.

### Add (Proposed Facility)

To add a proposed Facility, Manager shall submit the following information for each proposed Facility:

* geographic location
* number of End Users at the new Facility
* Any variations to Enterprise Design Principles
* Device requirements (applications, special printing, etc.)
* general Facility contact information
* digital floor map(s), if available
* list of devices currently at the Facility

| ID | Activity | Accountable |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
|  | Coordinate an Assessment, conducted by Service Contractor and/or Manager of the proposed Facility and request further information from Manager, if necessary | Service Contractor |
|  | Provide a complete Assessment, including Impression Volumes generated by the devices at each proposed Facility | Service Contractor/Manager |
|  | Conduct a Facility analysis and create a financial model for each proposed Facility | Service Contractor |
|  | Issue recommendations to add proposed Facility under this SOW, with a financial proposal based on the information gathered during the Assessment, including device refresh and implementation timeline | Service Contractor |

If the Parties agree that the financial model supports the adding of the proposed Facility, the proposed Facility will be brought into the scope of the SOW via the Change Control Process.

### Change

A change request may involve a variety of resulting activities and additional charges depending on whether the change request affects the Device configurations, or internal operations of the Output Environment, including, for example adding a finishing module, additional trays, hard drives, or changes requested due to changing Manager Equipment settings and security requirements.

Additionally, changes may occur in the information associated with a Device, for example, contact names and addresses. This information is tracked in the Service Contractor’s software and tools asset database.

| ID | Activity | Accountable |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
|  | Request physical Device change or change to asset-related information | Manager |
|  | Receive and facilitate Device physical change requests. Such change requests, will be agreed upon and approved according to the Change Control Process provided under this SOW. If a change request is for asset-related information, update the Service Contractor’s software and tools asset database accordingly | Service Contractor |
|  | Receive and facilitate Manager request for asset-related information requiring update to the Service Contractor’s software and tools asset database accordingly | Service Contractor |
|  | Perform remote configuration and security settings changes to Equipment as requested by Manager. Additional charges shall apply as per Exhibit B of the Agreement | Service Contractor |

### Dispose

Service Contractor is responsible for disposal of all Service Contractor-owned Devices during the Term. For all other Devices, Manager shall advise Service Contractor of any planned disposals in advance, to ensure that the Service Contractor’s software and tools asset database is kept up to date. The Parties shall coordinate the disposal

of Devices according to the Transformation schedule or the installation of Devices. Disposal of non-Service Contractor owned Devices shall be the sole expense and responsibility of Manager.

| ID | Activity | Accountable |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
|  | Disposal of all Service Contractor-owned devices | Service Contractor |
|  | Fulfill remaining obligations associated with any removed / disposed existing Service Contractor-owned devices according to the terms and conditions of the agreement between Service Contractor and Manager under which the existing Service Contractor-owned devices were acquired by Manager | Manager |
|  | Responsible for disposal and removal of Manager-owned devices and of third party legacy devices including pick-up, storage, recycling, insurance, etc. | Manager |
|  | Upon final removal of the devices, provide a list of devices that have been disposed (with serial numbers) to the Service Contractor operations team | Manager |
|  | Update the asset management database throughout the disposal process, tracking devices that are in storage for disposal and those that have been disposed (if required) | Service Contractor |

All devices labeled for removal by Service Contractor per the process must be removed and cannot be re-used within the Output Environment without prior written agreement by Service Contractor.

## Equipment Security

| ID | Activity | Accountable |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
|  | Solely responsible for assessing the security risk for Manager’s Output Environment, defining appropriate requirements that may include changes to the default settings of the Equipment or Manager’s standard operating processes | Manager |
|  | Reviewing and validating the level of security required for Equipment | Manager |
|  | Provide to Manager technical documentation for all Equipment to be used in the Manager Output Environment including: (a) security functions; (b) security target and certification report for all common criteria-certified Equipment; and (c) Equipment configuration as the baseline for security requirements | Service Contractor |

Service Contractor provides guidance and recommendations at [http://www.Service Contractor.com/security](http://www.xerox.com/security) to facilitate this process.

### Additional Security Requirements

During the life of this SOW, Manager may request additional security features or functionalities; which may be fulfilled through

* Implementation of an application to provide new functionality such as ‘follow-you’ printing
* Any such requests would be submitted to Manager for review, per the Change Control Process, and any additional charges shall require mutual agreement by the Parties

### Virus Protection

Manager is responsible for all virus protection in the Manager Output Environment. In the event that Manager detects a virus on any device in the Output Environment, then Manager will immediately notify the Service Contractor Service Operations team.

### Data Security

Either prior to or during the installation of Equipment, where available, Service Contractor shall configure Equipment to enable either the “Image Overwrite” or “Secure Erase” feature to the “Immediate” setting so that Manager image data is removed from the hard drive immediately after printing. If available on the product model, Image Overwrite or Secure Erase shall also be configured for the “Daily” setting to remove any image data that has not yet been printed. Some Equipment also supports an “On-Demand Image Overwrite” feature that can be executed by Manager-designated End Users as required by Manager.

#### Data Security - Hard Drive Removal

Prior to removal from the Manager’s Output Environment, Service Contractor may, for an additional fee, remove the hard drive from Equipment and provide to Manager for erasure or destruction. Manager will not be charged for hard drive removal during a Break-Fix event. Manager is responsible for the proper disposal of the removed hard drive once delivered to Manager.

### Equipment Base Software Updates

Periodically, Service Contractor will make Base Software updates available for Equipment. These updates may provide Manager with new feature enhancements or patches for known security vulnerabilities of installed Equipment.

| ID | Activity | Accountable |
| --- | --- | --- |

|  |  |  |
| --- | --- | --- |
|  | Identify all Base Software updates required to address known security vulnerabilities within the Manager’s Output Environment | Service Contractor |
|  | Install Base Software updates | Manager |

Manager may submit a request for Service Contractor to complete Equipment Base Software updates, with the costs of deployment of such software billable to Manager. All Base Software updates shall be coordinated in advance with the Manager and shall require approval by both Parties.

## Devices

The Services are provided for Networked-Attached Devices at the facilities. These Networked-Attached Devices must be accessible over the network by the Service Contractor’s software and tools.

* Service Contractor is not responsible for any support or services for non-Network-Attached printers.

Device populations may change over time as Devices are added and removed from the Output Environment. The Device listing at the beginning of Service Operations phase and at any given time thereafter shall consist of Devices registered in the Service Contractor’s software and tools asset database as In-Scope and is available to Manager upon request.

## Equipment Deployment Schedule (Quantity)

The forecasted schedule for Equipment deployment is provided below. The forecast is subject to change based on additional opportunities and/or changes in the Output Environment, such as the addition of Facilities.

**New Equipment Deployment Schedule by Quantity by Month**

| **Equipment Type** |  | **Month** | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Type (A3 or A4 and Printer, Floor Console MFD, Desktop MFD)** | **Equipment Models** | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| A4 Desktop MFD | B405DN |  | 5 | 6 |  |  |  |  |  |
| A3 Floor Console MFD | B7035H2 |  | 16 | 17 |  |  |  |  |  |
| A3 Floor Console MFD | B8045H2 |  | 10 | 10 |  |  |  |  |  |
| A4 Desktop MFD | C405DN |  | 29 | 29 |  |  |  |  |  |
| A3 Floor Console MFD | C8035T2 |  | 54 | 55 |  |  |  |  |  |
| A3 Floor Console MFD | C8055H2 |  | 45 | 45 |  |  |  |  |  |
| A3 Floor Console MFD | C9065 |  | 3 | 3 |  |  |  |  |  |
| Front End | INTEGEFI |  | 3 | 3 |  |  |  |  |  |

**DEVICE DATA ELEMENTS**

**Service Contractor’s Software and Tools Device Data Elements\***

**\*Required items are in bold text in the Table below. Optional items are in italic text.**

| **Service Contractor’s Software and Tools Device Data Elements** | **Data Source (Service Contractor, Manager, or both)** |
| --- | --- |
| **Asset Number** | Both |
| **Serial Number** | Both |
| **IP Address** | Service Contractor |
| **MAC Address** | Service Contractor |
| **Manufacturer** | Service Contractor |
| **Model** | Service Contractor |
| **Networked *(Yes / No)*** | Service Contractor |
| **Street Address** | Both |
| **City** | Both |
| **State / Province** | Both |
| **Zip / Postal Code** | Both |
| **Building** | Both |
| **Floor** | Both |
| **Primary Manager Contact Name** | Manager |
| **Primary Manager Contact E-Mail** | Manager |
| **Primary Manager Contact Phone Number** | Manager |
| **Supply Order Contact Name** | Manager |
| **Supply Order Contact E-Mail** | Manager |
| **Supply Order Contact Phone Number** | Manager |
| **Facility Contact (IT / Service Desk) Name** | Manager |
| **Facility Contact (IT / Service Desk) E-Mail** | Manager |
| **Facility Contact (IT / Service Desk) Phone Number** | Manager |
| *Location Identifier (Room/Column[Mailstop]) \*As Applicable* | Manager |
| *Manager Asset Number \* As Applicable* | Manager |
| *Print Queue Name/Host Name \* As Applicable* | Manager |
| *Department \* As Applicable* | Manager |
| *Organization \* As applicable* | Manager |
| *Mono Meter Read \*Non-Network-Attached Devices* | Manager |
| *Color Meter Read \*Non-Network-Attached Devices* | Manager |

**RESOURCES**

**Manager Resources**

| **Manager Resource Role** | **Scope of Responsibilities** | **Time Commitment** | **When Required** |
| --- | --- | --- | --- |
| Executive Sponsor | Recognized executive decision maker and influencer throughout all portions of the Manager’s organization impacted by the Services implementation. Has accountability and responsibility for the overall financial and operations aspects of the Services engagement. Most senior escalation point for decisions, common issues, and risks. Attends major project meetings. Visible and vocal champion of the Services program throughout the Manager organization | Approximately two (2) hours/quarter to handle escalations, make executive-level decisions, and participate in monthly review meetings | Effective Date |
| Operations Executive | Overall executive-level responsibility and accountability for the Transition, Transformation, and Service Operations phases. Responsibility and accountability for the Services contract management, financial management, scope management, and communications. Escalation point for the Services Project Manager. Key Manager representative and decision-maker for the Services program | As required to meet Scope of Responsibilities | Effective Date |
| Project Manager | Overall operational responsibility, accountability, and decision-making authority for scope, budget, and schedule of the Services project. Authority to engage and compel participation of Manager resources required to develop, commit to, and enable achievement of the Project Plan | Depends on the scope, complexity, and schedule of the engagement | Effective Date |
| Contract Manager | Overall responsibility for negotiating and governing the contractual relationship with Service Contractor | As required to enable achievement of the Project Schedule and during the Service Operations phase | Effective Date |
| Facility Contacts | Accept delivery of Service Contractor Devices and accessories. Facilitate installation of Service Contractor Devices and startup of Service Contractor Services. Facilitate End User training and manage Service Contractor Supplies for their Facility(s). Assists Service Contractor with remote troubleshooting and diagnostics | Depends on the scope and schedule of deployment at the Facility | Effective Date |
| Facility Plan Contact | Facilitate Assessments. Represent the Voice of the Business (VOB) to describe the business environment and how the Services are used. Review and approve Facility Plan proposals as described herein | Depends on the scope and schedule of deployment at the Facility | Identified within 30 days of Effective Date |
| Primary Manager Contact | Key Users for Service Contractor Break Fix service for Devices. Participate in training on the use and support of Devices; train other End Users post-Transformation. Perform routine maintenance on Devices (e.g., cleaning the glass platen, removing paper jams, installing Supplies, installing cartridge-based maintenance kits, etc.). Order Supplies. Complete and submit MACD requests. Contact the Manager’s Services Help Desk with Device trouble reports. Assist Service Contractor with remote Device installations and diagnostics. Facilitate/escort Service Contractor technical services personnel performing Device Break Fix actions. Provide required information during Assessments. Complete and submit Manager satisfaction surveys. Perform Device hard disk On-Demand Image Overwrite as required by Manager | Depends on how many Devices they support | Identified prior to beginning services and support of a Device |
| Manager’s Services Help Desk Manager | Overall responsibility and accountability for Manager’s Services Help Desk; has decision-making authority. Integrates Manager’s Services Help Desk processes and systems with Service Contractor Service Desk processes and systems (if applicable). Manages day-to-day operations of Manager’s Services Help Desk and relationship with Service Contractor Service Desk | As required to meet the requirements of the SOW | Effective Date |
| IT/Service Desk Facility Contact | Manager’s IT Service Desk resource or the resource for the Service Contractor Service Desk will engage for IT/network related issues and support | Varies depending on the number of supported Devices | Identified prior to beginning services and support of Devices at a Facility |
| IT Subject Matter Experts and Operations Personnel | Provides Service Contractor with IP addresses and technical data required to connect the Devices to Manager’s data network. Provide properly configured network connectivity for Devices. Incorporate Service Contractor into the Manager IT technical change management process | As required to enable achievement of the Project Schedule and to provide support during the Service Operations phase | Effective Date |
| Facility Management and Operations Personnel | Provide required electrical power and outlets, network connectivity (wired or wireless), dock space, elevator time, furniture/tables/stands, Consumables Supplies storage areas, adequate working space around the Devices, and required office space for Service Contractor personnel | As required to enable achievement of the Project Schedule and to provide support during the Service Operations phase | Identified within 30 days of Effective Date |
| Communication and Change Management Leader | In collaboration with Service Contractor, develop and implement a communication plan to facilitate the introduction of Services to the End Users. Has decision-making authority over employee communications | As required to enable achievement of the Project Schedule | Effective Date |
| Information Security Personnel | Provide Service Contractor with information security policies and procedures relevant to delivery of Services | As required to enable achievement of the Project Schedule | Effective Date |

**Service Contractor Resources**

| **Service Contractor Resource Role** | **Scope of Responsibilities** | **Time Commitment** | **When Required** |
| --- | --- | --- | --- |
| Transition Executive | Executive-level responsibility and accountability for the Transition and Transformation phases. First executive-level point of escalation for issues, concerns, and decisions during Transition and Transformation. Peer to Manager Operations Executive | As required to meet the Project Plan | Effective Date |
| Transition / Project Manager | During Transition and Transformation, overall responsibility and accountability for creating and leading the activities contained in the Project Plan; manages budget, schedule, and resources; conducts regular meetings with Manager; identifies and manages risks; manages overall relationship with the Manager Project Manager during Transition/Transformation. Peer to Manager Project Manager | As required to meet the Project Plan | Effective Date |
| Service Delivery Manager | Overall executive level responsibility and accountability for the contractual, financial, Manager satisfaction, and service delivery relationship with the Manager from Effective Date through the end of Term. Peer to Manager Operations Executive and Contract Manager | As required | Effective Date |
| Accounts Receivable/ Billing Contact | Key interface to Manager Accounts Payable Contact. Addresses billing/invoicing questions and issues. Manages implementation of Manager-specific requirements to process invoices and payments according to SOW and Agreement terms | As required | Effective Date |
| Solution Architect | Overall responsibility and accountability for the solution architecture and design required to meet Manager requirements as stated in the SOW | As required | Effective Date |

**EXHIBIT A-1: List of Facilities**

**The below list of facilities is for reference only. Any Owner location may receive service from Service Contractor following written request from Manager.**

The Services are provided at the following agreed-upon Facilities. The list below is for reference only. Any Equipment acquired by Manager and deployed under this SOW shall be considered In-Scope and the Facility in which the Equipment is deployed shall be considered In-Scope as well.

| **State** | **City** | **Address** | **Postal Code** |
| --- | --- | --- | --- |
| AL | Anniston | 3346 Bynum Blvd | 36201 |
| AL | Huntsville | 151 Jetplex Blvd Sw | 35824 |
| AL | Huntsville | 5021 Bradford Dr Nw | 35805 |
| AL | Huntsville | 6725 Odyssey Dr Nw | 35806 |
| AL | Huntsville | 9805 Kellner Rd Sw | 35824 |
| AZ | Sierra Vista | 655 N Garden Ave Rm | 85635 |
| CA | El Segundo | 185 S Douglas St | 90245 |
| CA | Monterey | 2100 Garden Rd | 93940 |
| CA | Poway | 13691 Danielson St | 92064 |
| CA | San Diego | 4015 Hancock St | 92110 |
| CA | San Diego | 4065 Hancock St | 92110 |
| CA | Santa Maria | 3201 Airpark Dr | 93455 |
| CO | Broomfield | 105 Technology Dr | 80021 |
| CT | Mystic | 23 Clara Dr | 06355 |
| DC | Washington | 400 Virginia Ave Sw | 20024 |
| DC | Washington | 80 M St Se | 20003 |
| FL | Cape Canaveral | 8910 Astronaut Blvd | 32920 |
| FL | Hurlburt Field | 238 Hartson St | 32544 |
| FL | Jacksonville | 6801 Roosevelt Blvd | 32212 |
| FL | Orlando | 13501 Ingenuity Dr | 32826 |
| FL | Panama City | 2020 Thomas Dr | 32408 |
| FL | Tampa | 1 N Dale Mabry Hwy | 33609 |
| GA | Augusta | 1450 Greene St | 30901 |
| GA | Columbus | 1037 Front Ave | 31901 |
| GA | Warner Robins | 806 Park Dr | 31088 |
| GU | Hagatna | 414 W Soledad Ave | 96910 |
| HI | Honolulu | 3375 Koapaka St | 96819 |
| IL | O Fallon | 731 Lakepointe Ctr | 62269 |
| IN | Bedford | 3290 16th St | 47421 |
| IN | Bedford | 3290 16th St Rm 1147 | 47421 |
| IN | Crane | 14064 E Westgate Ct | 47522 |
| IN | Crown Point | 9800 Connecticut Dr | 46307 |
| IN | Indianapolis | 4422 Bragdon St | 46226 |
| KY | Somerset | 155 Valley Oak Dr | 42503 |
| MD | Aber Prov Grd | 6210 Guardian Gtwy | 21005 |
| MD | Annapolis Junction | 302 Sentinel Dr | 20701 |
| MD | California | 45310 Abell House Ln | 20619 |
| MD | La Plata | 113 Howard St Rm 328 | 20646 |
| MD | Lanham | 10210 Greenbelt Rd | 20706 |
| MI | Sterling Heights | 6260 18 1/2 Mile Rd | 48314 |
| MO | Kansas City | 6601 Winchester Ave | 64133 |
| NC | Havelock | 420 W Main St | 28532 |
| NC | Jacksonville | 200 Valencia Dr | 28546 |
| NJ | Fairfield | 155 Passaic Ave | 07004 |
| NY | Buffalo | 4240 Ridge Lea Rd | 14226 |
| PA | Chambersburg | 1051 Sheffler Dr | 17201 |
| RI | Middletown | 28 Jacome Way | 02842 |
| SC | Charleston | 5617 N Rhett Ave | 29406 |
| SC | Hanahan | 1020 Northpointe | 29410 |
| SC | Hanahan | 7410 Magi Rd | 29410 |
| SC | North Charleston | 5617 N Rhett Ave | 29406 |
| TN | Cookeville | 10 W Broad St | 38501 |
| TN | Oak Ridge | 151 Lafayette Dr | 37830 |
| TX | El Paso | 301 George Perry | 79925 |
| TX | El Paso | 7400 Viscount Blvd | 79925 |
| TX | Fort Worth | 125 Intermodal Pkwy | 76177 |
| TX | Houston | 2450 Nasa Pkwy | 77058 |
| TX | New Boston | 134 W Us Highway 82 | 75570 |
| VA | Alexandria | 2501 Jameson Ave | 22314 |
| VA | Arlington | 1225 S Clark St | 22202 |
| VA | Arlington | 1820 Fort Myer Dr | 22209 |
| VA | Arlington | 2231 Crystal Dr | 22202 |
| VA | Chantilly | 14672 Lee Rd | 20151 |
| VA | Clintwood | 539 Technology Dr | 24228 |
| VA | King George | 16442 Commerce Dr | 22485 |
| VA | Mc Lean | 1707 Saic Dr | 22102 |
| VA | Mc Lean | 1785 Greensboro | 22102 |
| VA | Norfolk | 9349 4th Ave | 23511 |
| VA | Reston | 11111 Sunset Hills | 20190 |
| VA | Reston | 12010 Sunset Hills | 20190 |
| VA | Richmond | 1051 E Cary St | 23219 |
| VA | Springfield | 7403 Boston Blvd | 22153 |
| VA | Stafford | 800 Corporate Dr | 22554 |
| VA | Vienna | 7990 Science | 22182 |
| VA | Virginia Beach | 2829 Guardian Ln | 23452 |
| WA | Seattle | 1008 Western Ave | 98104 |

**EXHIBIT B – COMPENSATION**

## Pricing Overview

The charges for various Devices and Services (“**Price**” or “**Pricing**” or “**Compensation**”) included in this SOW are detailed in this Exhibit and exclude all applicable taxes per the Agreement.

The following rates apply upon the effective date of the Agreement and shall remain in effect for the term through May 31, 2025 (“Term”) or until otherwise mutually agreed to by both Manager and Service Contractor. All prices, rates and mark-ups set forth herein are fixed for the duration of the Contract Duties and include all Service Contractor’s costs, expenses, overhead and profit for complete performance of the Contract Duties in accordance with the requirements of the Agreement. Should there be a significant increase in the cost of overhead and profit, Service Contractor will provide appropriate documentation to support an increase and provided the increase is approved by Manager, such increase shall not exceed three percent (3%) on an annual basis.

Note: Manager’s expectation is that Contract Duties performed under this Agreement will not give rise to statutory lien rights. Service Contractor must notify Manager if the Contract Duties could give rise to statutory lien rights for any Facility prior to performance of the Contract Duties. Manager may require conditional and final lien waivers as part of the invoice submission process.

## Billing Process

Service Contractor will invoice Manager, as outlined in the Service Contractor Invoice Presentment Form below.

### New Equipment Pricing

All new Equipment Pricing (including base configurations and accessories) is detailed in Table B-1 below. Such Pricing consists of (1) an Equipment Monthly Minimum Charge (“**MMC**”) and (2) the Price charged per Impression made by Equipment (“**PPI**” or “**Price Per Impression**”, which may also be referred to as “**Additional Impression Charge**” on Orders). The Equipment MMC covers Manager’s use of the Equipment for a committed term of sixty (60) months (“**Lease Term**”) from the date of install. Depending on the Capabilities of the Equipment, the PPI charge will consist of two (2) components: (i) a PPI charge for Impressions produced in black and white (monochrome) and in the absence of any other color (“**B/W Impressions**”), and/or (ii) a PPI charge for Impressions that are not B/W Impressions (“**Color Impressions**”). For the avoidance of doubt a combination of B/W Impressions and Color Impressions on a single Impression shall be considered as Color Impressions. The PPI charge includes Consumable Supplies, and the portion of the maintenance charge that varies by Impression Volume.

### New Equipment Billing

Service Contractor shall invoice Manager for new Equipment monthly, with charges determined by (i) multiplying the actual quantities of Equipment in the Output Environment by the applicable MMC shown in Table B-1, plus (ii) the actual Impression Volumes run on such Equipment multiplied by the applicable PPI charge(s) for each type of Impression. Equipment that is installed during the month will have their MMC pro-rated based on the date of installation.

### Device Services Pricing

Table B-2 shows the applicable Monthly Services charges based on the expected number of Devices supported. The final number of Devices supported will be determined by Devices installed or remaining within the Output environment per the Facility Plans at the completion of Transformation. Other services, as requested and mutually agreed upon via the Change Control Process will be priced and added to the invoice as set forth in the authorized change.

## Retained Existing Equipment

Equipment which are leased, rented or owned by the Manager outside of the Agreement, and which remain subject solely to the terms and conditions of the agreements under which they were originally acquired, constitutes “**Existing Equipment**.”

Service Contractor may perform certain Services for Existing Equipment, that are agreed to be In-Scope as outlined in the Exhibit A-1 Facility and Device Listing under this SOW, including Service Desk, Supplies Management, Break Fix Management (excluding SLAs outlined in this SOW), MACD, Governance and Reporting.  All Existing Equipment shall remain on their current agreement(s) and continue to be invoiced separately under such agreement(s). Early removal of any Existing Equipment is subject to the early termination charges or other charges set out in such agreements for the Existing Equipment, as such termination is permitted thereunder.

## Retained Devices

Any remaining liabilities on existing devices may limit Service Contractor’s ability to remove or replace such existing devices, which may affect the Facility Plan. In order for such existing devices to receive any of the Services under this SOW, said existing devices must be listed under Exhibit A-1 Facility and Device Listing.

**Table B-1: New Equipment Price List**

Manager may add Equipment at the prices stated in the table below (“**Price List**”). Any balances refinanced from a prior agreement and any applicable early termination charges may be added to such prices as and when applicable. Products that (i) are not included on the Price List, (ii) are added for a term other than those specified in the Price List, or (iii) are added with a different accessory configuration, will be at the mutually agreed upon prices set forth in the applicable Order. The Price List is effective for Orders placed during the Term. Any renewal or modification of the Price List will be established via the Change Control Process and will apply to prospective Orders only. Notwithstanding the above, pricing as reflected in a signed Order shall prevail over any Pricing contained in the Price List.

For all Equipment listed in the table below, the following shall apply:

* Term of Equipment is sixty (60) months
* Consumables Supplies and maintenance are included
* Staples and paper are not included
* Monthly Impressions in Plan (B/W Prints included) equal 0
* Monthly Impressions in Plan (Color Prints included) equal 0

| **Product/ Market Code** | **Accessories/Descriptions** | **Term (mos)** | **Monthly Minimum Charge** | **B/W Prints Included** | **Color Prints Included** | **B/W Print Charge** | **Color  Print Charge** | **Supplies Included** | **Staples Included** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **B405DN** | VersaLink B405 B/W Multifunction Printer, Print/Copy/Scan/Fax , Letter/Legal, up to 47PPM, 2-Sided Print, USB/Ethernet, 550-Sheet Paper Tray, 150-Sheet Multipurpose Tray, 60-Sht DADF (Single-Pass Duplex), 110V | **60** | **$31.49** | **0** | **0** | **$0.0050** | **N/A** | **Yes** | **No** |
|  | DRCINST -Carrier Delivery & Install |  | 1 Included |  |  |  |  |  |  |
|  | WCTRAY1 -550 Sheet Feeder |  | 1 Included |  |  |  |  |  |  |
| **B7035H2** | VersaLink B7035 Multifunction Printer with 110 Sheet DADF, Tandem Tray Module, Duplex, 2-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 320GB Hard Drive, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 35 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter.. | **60** | **$93.96** | **0** | **0** | **$0.0050** | **N/A** | **Yes** | **No** |
|  | INTFIN -Integrated Office Finisher |  | 1 Included |  |  |  |  |  |  |
|  | FAX-1LIN -Embedded 1-Line Fax |  | 1 Included |  |  |  |  |  |  |
|  | PSCRIPT3 -PostScript 3 Kit |  | 1 Included |  |  |  |  |  |  |
| **B8045H2** | AltaLink B8045 Multifunctional Copier/Printer/Color Scanner with 200 Sheet SPDH, 4 trays (4,600 sheets), 100 sheet Bypass Tray, 4GB Memory, Network Accounting Enablement, Server Fax Enablement, Internet Fax, Data Security Kit (Image Overwrite, Encryption, McAfee Enhanced Security, Cisco TrustSec), EIP, Scanning Kit, PostScript, Service Contractor Copier Assistant Enablement, Initialization Kit. Billing Impression Mode Enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter.. | **60** | **$149.18** | **0** | **0** | **$0.0050** | **N/A** | **Yes** | **No** |
|  | OFC-B80 -Ofc Fin w 50 Pg Stplr and Horiz Xport |  | 1 Included |  |  |  |  |  |  |
|  | FAX-1LINE -1 Line Fax |  | 1 Included |  |  |  |  |  |  |
| **C405DN** | VersaLink C405 Color Multifunction Printer, Print/Copy/Scan/Fax, Letter/Legal, Up to 36ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 50-Sheet DADF (Single-Pass Duplex), 110V, Solutions & Cloud Enabled | **60** | **$42.37** | **0** | **0** | **$0.0050** | **$0.0400** | **Yes** | **No** |
|  | DRCINST -Carrier Delivery & Install |  | 1 Included |  |  |  |  |  |  |
|  | LB1 -550-Sheet Feeder Adjustable to A4/Legal |  | 1 Included |  |  |  |  |  |  |
| **C8035T2** | AltaLink C8035 Color Multifunction Printer (35/35 PPM) with 130 Sheet Single-Pass DADF, 3 Tray Module (3x520 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter.. | **60** | **$125.40** | **0** | **0** | **$0.0050** | **$0.0400** | **Yes** | **No** |
|  | OFC-C80 -Office Finisher LX |  | 1 Included |  |  |  |  |  |  |
|  | FAX-1LINE -1 Line Fax |  | 1 Included |  |  |  |  |  |  |
| **C8055H2** | AltaLink C8055 Color Multifunction Printer (50/55 PPM) with 130 Sheet Single-Pass DADF, high capacity tandem tray (2 trays x 520 sheets, trays 3 & 4 = 2,000 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter.. | **60** | **$138.48** | **0** | **0** | **$0.0050** | **$0.0400** | **Yes** | **No** |
|  | OFC-C80 -Office Finisher LX |  | 1 Included |  |  |  |  |  |  |
| **C9065** | Service Contractor Color C9065 with 250 Sheet Single Pass DADF /TTM, 250 Sheet Bypass, Auto Duplex | **60** | **$241.28** | **0** | **0** | **$0.0050** | **$0.0400** | **Yes** | **No** |
|  | V80BRFIN -Business Ready Finisher with Hole Punch |  | 1 Included |  |  |  |  |  |  |
|  | FAXLINE -1 Line Fax Kit |  | 1 Included |  |  |  |  |  |  |
| **INTEGEFI** | Service Contractor EX-I C9065/C9070 Print Server Fiery Integrated Plus DFE | **60** | **$200.40** | **0** | **0** | **$0.0000** | **N/A** | **Yes** | **No** |
| **C8000DT** | Versalink C8000DT; 12 x 18 Color Printer, 1200 x 2400 dpi, 45ppm Color/B&W, USB and Ethernet, 1.6 GHz Processor, 4 GB RAM, 2-Sided Printing, 5" Touchscreen, 110 Volt | **60** | **$81.12** | **0** | **0** | **$0.0050** | **$0.0400** | **Yes** | **No** |
| **B8065H** | AltaLink B8065 Multifunctional Copier/Printer/Color Scanner with 200 Sheet SPDH, 4 trays (4,600 sheets), 100 sheet Bypass Tray, 4GB Memory, Network Accounting Enablement, Server Fax Enablement, Internet Fax, Data Security Kit (Image Overwrite, Encryption, McAfee Enhanced Security, Cisco TrustSec), EIP, Scanning Kit, PostScript, Service Contractor Copier Assistant Enablement, Initialization Kit | **60** | **$153.35** | **0** | **0** | **$0.0050** | **N/A** | **Yes** | **No** |
|  | OFC-B80 -Ofc Fin w 50 Pg Stplr and Horiz Xport |  | 1 Included |  |  |  |  |  |  |
| **C505X** | VersaLink C505 Color Multifunction Printer, Print/Copy/Scan/Fax Letter/Legal, Up to 45ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150 Bypass Tray, 100-Sheet DSPF, 110V, EIP, Metered | **60** | **$58.24** | **0** | **0** | **$0.0050** | **$0.0400** | **Yes** | **No** |
|  | DRCINST -Carrier Delivery & Install |  | 1 Included |  |  |  |  |  |  |
| **C8070H** | AltaLink C8070 Color Multifunction Printer (70/70 PPM) with 130 Sheet Single-Pass DADF, high capacity tandem tray (2 trays x 520 sheets, trays 3 & 4 = 2,000 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container | **60** | **$162.25** | **0** | **0** | **$0.0050** | **$0.0400** | **Yes** | **No** |
|  | BRF-C80 -BR Finisher w2/3 Hole & Horiz Xport |  | 1 Included |  |  |  |  |  |  |

**Table B-2: Services Pricing**

|  |  |
| --- | --- |
| **Service Pricing** | **Charges** |
| Monthly IWS Services - Transition, Transformation, and Service Operations beginning upon the Commencement Date of Services through the Term. | **$3,299.24 per month** |

NOTE: If the number of Devices increases by more than five percent (5%) above the final count at the completion of Transformation, then the Parties shall adjust the charges as required via the Change Control Process.

**Table B-3 –** **Ad Hoc** **Request Fee Schedule**

The following activities, but not limited to, are chargeable events and are not included in the Services outlined in this SOW. Upon request by Manager, the fees for these activities shall be quoted based on the then Service Contractor current rates.

| **Fee Schedule** |  |
| --- | --- |
| **Ad Hoc Request** | **Notes** |
| Device Moves | Conducted during Business Hours. |
| Equipment Hard Drive Removal and Return to Manager | To remove the hard drive and provide the hard drive from Equipment at the end of the Term. |
| After Hours Support (Single Function Printers) \* subject to availability | Available upon Manager request on a per event basis; Does not include Out-of-Scope devices |
| After Hours Support (MFD Service Contractor Devices) \* subject to availability | Available upon Manager request on a per event basis; Does not include Out-of-Scope devices |
| Service Contractor Device Delivery Appointments | For Manager requests for specific days and/or hours that differ from the Service Contractor carrier’s standard delivery days and times; or Manager requests for specific delivery times. |
| Service Contractor Device Configuration Changes during Service Operations phase | Working in conjunction with Client’s IT personnel, provides remote support in configuring the Devices on the Client’s network and enabling the required features. (2) Two Hour Minimum conducted Monday thru Friday 8:00 to 17:00 Local time excluding holidays, Service Contractor Devices only. |
| Additional or Alternate Reports | Services provided Monday thru Friday 8:00 to 17:00 Local Time, based on mutually agreed to scope of report(s) |
| Facility Revisit Fee | Fee charged per trip-based upon the scope of activities to be completed |
| MACD Failure Charges | For any unauthorized MACD changes, Manager shall be charged for an authorized Service Contractor technician to locate such Device. |

**Invoices and corresponding waivers of lien may be mailed to the address below upon completion of work performed:**

**JLL Mailstop # 45931- (assigned vendor # from PO Form)**

**ATTN: SAIC ACCOUNTS PAYABLE**

**260 Forbes Avenue, Suite #1400**

**Pittsburgh, PA 15222**

**Or submit via email to:**

SAIC.vendor@am.jll.com

**INVOICES SUBMITTED TO A JLL EMPLOYEE OR SAIC FACILITY WILL NOT BE**

**PROCESSED FOR PAYMENT.**

All invoices for services rendered and goods provided **MUST** include the following information:

* The correct “Bill To” entity: JLL and Mailstop
* Jones Lang LaSalle Purchase Order Number
* Service Request Number if applicable
* Property Service Address
* **Applicable sales tax and rates**

Invoices should be sent upon completion of service or goods received. Recurring services should not

invoice more frequent than monthly.

**Corrigo Invoicing:**

Invoicing will be completed within the Corrigo work order system. An invoice must be attached for each work order. A Work Order number will need to be listed on all invoices to satisfy Manager’s internal accounting requirements for prompt payment.

All invoices for services rendered and goods provided **MUST** include the following information:

* The correct business entity: Jones Lang LaSalle Americas, Inc.
* Work Order Number
* Property Service Address

**Payment**

Payment is issued End of Month Net 45 days.

For service providers who issue a recurring invoice, please ensure that your invoices arrives by the 15th of each month so your invoice will be included in the monthly funding and result in the shortest possible payment terms.

Payment will be made via check to the remittance address on file. Electronic funds transfer is not an option at this time.

Payment inquiries for service rendered should be directed to:

Email: SAIC.vendor@am.jll.com

Phone: 412-208-8318

**\*\*\*\*Payment term shall be End of Month NET45 DAYS in accordance with the terms of the\*\*\*\* Compensation section of this Agreement**

**EXHIBIT C - INSURANCE**

**INSURANCE REQUIREMENTS**

I. The Service Contractor shall evidence at least the following minimum insurance coverage, provided that the amounts listed below will not act as a limitation on recovery from Service Contractor’s insurance:

A. Commercial General Liability

Commercial General Liability insurance on a form at least as broad as Insurance Services Office (“ISO”) commercial general liability coverage “occurrence” form CG 00 01 04 13 or another “occurrence” form providing equivalent coverage, including but not limited to contractual liability coverage, independent contractor’s liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:

$1,000,000 Per Occurrence Limit

$2,000,000 General Aggregate Limit

This coverage shall be primary to Owner and Manager’s coverage, and Owner and Manager’s coverage shall be noncontributory.

B. Excess or Umbrella Liability

Service Contractor shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers’ Liability, and Commercial Automobile Liability insurance with minimum limits equal to $2,000,000 each occurrence and $2,000,000 annual aggregate.

C. Worker's Compensation - Statutory Limits

D. Employers’ Liability

With minimum liability limits of $1,000,000 bodily injury by accident each accident, $1,000,000 bodily injury by disease policy limit, and $1,000,000 bodily injury each employee.

E. Commercial Automobile Liability

Combined Single Limit - $1,000,000 per accident.

Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

1. Property Insurance

All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Service Contractor.

G. Crime Insurance / Fidelity Bond

Service Contractor is responsible for loss to Owner and third-party property/assets and shall maintain Fidelity Bond or comprehensive Crime Insurance coverage for the dishonest acts of its employees in a minimum amount of $1,000,000. Service Contractor shall name Owner as Loss Payee with respect to the comprehensive Crime Insurance coverage.

I. Cyber Risk or Liability

Service Contractor shall carry and provide Cyber Risk or Cyber Liability Insurance for the following risks: a) liability arising from theft, unauthorized dissemination and/or wrongful use of confidential and proprietary information stored or transmitted in electronic form, and b) liability arising from the introduction of a computer virus into, or otherwise causing damage to, Owner’s or Manager’s computer, computer system, network and/or similar computer-related property and the data, software and/or programs stored therein. Such insurance shall have limits of liability of $5,000,000 per claim and $5,000,000 in the aggregate. If this insurance is written on a claims-made basis, then the retroactive insurance date shall be no later than the commencement date of this Agreement. Such insurance shall be provided for two years beyond the completion of the work.

II. The Commercial General Liability and Commercial Automobile Liability policies shall include the following as additional insured, including their officers, directors and employees. Additional Insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent shall be utilized for the Commercial General Liability policy. Please note that the spelling of these parties must be exactly correct or the Contract Duties will not be allowed to commence.

1. Jones Lang LaSalle Americas, Inc.

2. Science Applications International Corporation

III. Service Contractor waives any and all rights of subrogation with respect to its commercial Property and Worker’s Compensation insurance policies against the parties identified above in Paragraph II.

IV. All policies will be written by companies licensed to do business in the State(s) where Contract Duties will take place and which have a rating by Best's Key Rating Guide not less than “A-/VIII”.

V. Service Contractor shall furnish Certificate(s) of Insurance evidencing the above coverage, except Property Insurance. Certificate(s) of Insurance must be provided before Service Contractor commences Contract Duties or Contract Duties will not be allowed to commence.

VI. Certificate(s) of Insurance relating to policies required under this Agreement shall contain the following sets of words:

“Service Contractor’s insurance policies will be amended to provide or be endorsed thirty (30) days-notice of policy cancellation to the Certificate Holder.”

VII. The following should be listed as the Certificate Holder:

Jones Lang LaSalle Americas, Inc.

12010 Sunset Hills Road, 4th Floor

Reston, VA 20190

Attn: Sourcing

**EXHIBIT D - OWNER’S RULES AND REGULATIONS**

**AND**

**REQUIRED ADDITIONAL PROVISIONS**

*Note: Owner requires inclusion of the following provisions. Manager has no authority to revise or delete any provision in this Exhibit, even if such provision is not applicable to the Contract Duties.*

1. **ASSESSMENTS AND AUDITS**

* 1. Operational Assessments. Owner, Manager, or its authorized representatives that are not competitors of Service Contractor in the markets with respect to the provision of services similar to the Services, shall have the right, at any time and with reasonable notice, to perform an operational and/or physical security assessment with respect to Service Contractor's performance hereunder. Service Contractor shall grant Owner, Manager and its representatives full and complete access to Service Contractor's facilities and all non-confidential books, records and other documents of Service Contractor’s as they relate to this Agreement (including any relevant information directly relating to Owner resulting from internal audits or assessments conducted by Service Contractor,), or as they may be required in order for Owner to ascertain any facts relative to Service Contractor's performance hereunder. Service Contractor shall provide Owner, Manager, or its authorized representatives, such information and assistance as requested in order to perform such assessments; provided, however, that the Parties shall endeavor to arrange such assistance in such a way that it does not interfere with Service Contractor's performance of the Services. If any assessment reveals a material inadequacy or deficiency in Service Contractor's performance, the reasonable cost of such assessment shall be borne by Service Contractor. Owner, Manager and its representatives shall maintain the confidentiality of Service Contractor information obtained by them pursuant to such assessments in accordance with Section 2.1 of Exhibit D.

* 1. Financial Audits. Upon Owner or Manager’s request, Service Contractor shall allow Owner, Manager and/or any independent third party selected by Owner to fully audit Service Contractor's and their respective Affiliates' books and records to the extent necessary to verify any amounts paid or payable hereunder. Such auditors shall be provided with full access to such information, books and records as may be necessary to confirm the accuracy of Service Contractor's invoices, documents, and other information supporting such invoices, and any pricing adjustment computations. All such audits shall be conducted not more than once in any 12 month period and during business hours, with reasonable advance notice, and shall include access to all proprietary and confidential information of Service Contractor, and/or their respective Affiliates to the extent necessary to comply with the provisions of this Section. If any such audit reveals that Service Contractor has overcharged Owner or Manager by any amount during the period to which the audit relates (as determined prior to the commencement of the audit), then Service Contractor promptly shall refund such overcharges to Owner or Manager with interest at ten percent (10%) per annum. If such audit reveals that Service Contractor has overcharged Owner or Manager by five percent (5%) or more during the period to which the audit relates, then the cost of such audit shall be borne by Service Contractor. Owner, Manager and their respective representatives shall maintain the confidentiality of Service Contractor information obtained by them pursuant to such assessments in accordance with Section 6 of the Agreement.

1. **DATA**

* 1. Ownership of Owner Confidential Information Data. All Owner Data Confidential Information is, or will be, and shall remain the property of Owner. Without Owner or Manager’s approval, Owner Confidential Information Data shall not be: (a) used by Service Contractor other than in connection with providing the Services or (b) disclosed (other than as required under any applicable law or governmental authority; provided that Service Contractor shall give prompt notice to Owner and Manager of such required disclosure), sold, assigned, leased or otherwise provided to Third Parties by Service Contractor.

* 1. Return of Owner Data. Upon request by Owner or Manager at any time during the Term, Service Contractor shall promptly: (a) return to Owner, in the format and on the media reasonably requested by Owner, all or any part of Owner Data and (b) erase or destroy all or any part of Owner Data in Service Contractor’s possession, in each case to the extent so requested by Owner or Manager, except for an archival copy. Any archival tapes containing Owner Data shall be used by Service Contractor solely for back-up purposes Return of Owner Confidential Information shall be governed by article 6 of the Agreement.

* 1. Data Security. The parties acknowledge that Xerox will not be storing Owner Confidential Information and Manager is responsible for setting the security protocols on Xerox Equipment. Service Contractor shall establish and maintain safeguards against the destruction, loss or alteration of Owner Data in the possession of Service Contractor. In the event Service Contractor discovers or is notified of a breach or potential breach of security relating to Owner Data, Service Contractor shall (a) notify Owner or Manager of such breach or potential breach and (b) if the applicable Owner Data was in the possession of Service Contractor at the time of such breach or potential breach, Service Contractor shall (i) investigate and use commercially reasonable efforts to remediate the effects of the breach or potential breach and (ii) discuss with Owner or Manager appropriate procedures to ensure that such breach or potential breach will not recur.

1. **INTELLECTUAL PROPERTY**
   1. Non-Infringement.  Service Contractor represents, warrants and covenants that it is either the owner of, or authorized to use, any and all Software provided and used by Service Contractor in providing the Services and that Service Contractor’s proprietary software and proprietary tools do not infringe upon the proprietary rights of any third party. In the event that the Service Contractor’s software, tools, or other intellectual property used to provide the Services are found to infringe upon the intellectual property or proprietary rights of any third party, Service Contractor shall, in Service Contractor’s discretion and at Service Contractor’s own cost and expense and in such a manner as to minimize disturbance to the business activities of Owner: obtain the right to continue using the property; modify the property so that it is no longer infringing (provided that such modification does not adversely affect the intended use); or replace the property with a non-infringing functional equivalent.
   2. Ownership. Owner is the sole and exclusive owner of all intellectual property rights owned by Owner as of the date of this Agreement. Service Contractor is the sole and exclusive owner of all intellectual property rights owned by Service Contractor as of the date of this Agreement, including all intellectual property rights in and to the Service Contractor’s software and tools. Service Contractor shall own all derivative works of Service Contractor’s software and tools (including modifications and enhancements). To the extent the Services involve the creation of any new intellectual property (but not including derivative works of Service Contractor’s software and tools), Owner will be the sole owner of all right, title, and interest in and to such new intellectual property, and Service Contractor hereby irrevocably assigns, transfers and conveys to Owner, without further consideration, all of its right, title and interest in and to such new intellectual property, including all copyrights in and to such materials. Service Contractor agrees to execute any documents and take any other actions as may be reasonably necessary, or as Owner may reasonably request, to perfect Owner’s ownership of any such new intellectual property and any rights of copyright in and to such materials.
2. **SAIC NETWORK ACCESS**  
     
   Access to Owner’s network by Xerox personnel must be only by U.S. citizens. If Service Contractor’s employees or subcontractors are required to access or operate Owner’s computer systems, Service Contractor shall provide written verification of such employees’ U.S. citizenship, as requested by Owner or Manager.  Owner may grant exceptions to this restriction on a case-by-case basis or a required by law.
3. **Definitions** – The following definitions are applicable to sections 7 to 15 below:
   1. “Services” are collectively managed services (e.g. copy center and mailroom services), consultative services and/or Xerox Quoted Offerings. “Xerox Quoted Offerings” may be any combination of professional services provided hereunder, including, but not limited to, assessment, office document, network, integration, implementation, help desk, and asset management services. Services may also include (i) Xerox-brand equipment (“Equipment”) and Xerox-brand software including without limitation Base Software, Services Software and Application Software (collectively “Software”); (ii) third party hardware (“Third Party Hardware”) and/or third party software (“Third Party Software”) (collectively, “Third Party Products”); and/or (iii) Maintenance Services, as set forth herein, for Equipment and/or equipment maintenance for Third Party Hardware. “Deliverables” include, but are not limited to, Products, Assessments and Documentation. As used herein, (i) “Products” refers collectively to supplies, maintenance, Equipment, Software and Third Party Products hereunder; (ii) “Assessments” are assessment and recommendation reports created as a result of Xerox performance of assessment services; and, (iii) “Documentation” shall mean all manuals, brochures, specifications, information and software descriptions, in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for use as part of the Offerings.
4. **REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from, or transmitted to or from Xerox by, Equipment or Third Party Products connected to Customer’s network (“Remote Data”) via electronic transmission to a secure off-site location (“Remote Data Access”). Remote Data Access also enables Xerox to transmit to Customer Maintenance Releases (defined below) or upgrades for software or firmware and to remotely diagnose and modify Equipment to repair or correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data. Remote Data may also be collected by the Xerox Tools and certain Services Software as set forth in the applicable SOW. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download any Customer data, documents or other information residing on or passing through the Equipment, Third Party Hardware or Customer’s information management systems. Customer grants the right to Xerox, without charge, to establish and maintain Remote Data Access for the purposes described above. Upon Xerox’s request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox and Customer will provide Xerox with reasonable assistance to allow Xerox to have Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.
5. **VOLUME REVIEW.** At Customer’s request, the parties may meet annually to review the volume of prints for Equipment for the previous 12 months under one or more Orders based on reporting provided by Xerox. Based on said review, the parties may mutually agree to revise the Prints Included in Minimum and the associated MMC in said Order(s).
6. **MAINTENANCE SERVICES.** Unless otherwise stated, Xerox (or a designated servicer) will provide the following Maintenance Services, which may also be referred to as “Break/Fix Services”, under an Order for Equipment (unless Customer is acquiring Equipment for which Xerox does not offer Maintenance Services; such Equipment to be designated as “No Svc.”). The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (a) utilizing Customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel in those instances where Xerox is not providing on-site Equipment support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided in the applicable Order.
   1. REPAIRS & PARTS. Xerox will make repairs and adjustments necessary to keep Equipment in good working order (including such repairs or adjustments required during initial installation). Parts required for repair may be new, reprocessed, or recovered.
   2. . HOURS & EXCLUSIONS. Unless otherwise stated, Maintenance Services will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. Customer agrees to give Xerox reasonable access to the Equipment. Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables).
   3. . INSTALLATION SITE & METER READINGS. The Equipment installation site must conform to Xerox's published requirements throughout the term of an Order. If applicable, Customer agrees to provide meter readings in the manner prescribed by Xerox. If Customer does not provide Xerox with meter readings as required, for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate them and bill Customer accordingly.
   4. . EQUIPMENT REPLACEMENT. As Customer’s exclusive remedy for Xerox’s failure to provide Maintenance Services, Xerox will for 5 years after the installation date of the initial unit or the initial term of the Order, whichever is longer, replace the Equipment with an identical product or, at Xerox’s option, another product of equal or greater capabilities. If the replacement product is provided pursuant to this Section, there shall be no additional charge for Maintenance Services during the initial term of the applicable Order and the replacement product shall be subject to the terms and conditions of the MSA. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without penalty or early termination charges upon not less than 30 days written notice to the other party.
   5. . CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer-replaceable units, including copy/print cartridges and xerographic modules or fuser modules (“Cartridges”), Customer agrees to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.
   6. . PC/WORKSTATION REQUIREMENTS. In order to receive Maintenance Services and/or Software Support for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (i) has been provided by Xerox or (ii) meets Xerox’s published specifications.
7. **CONSUMABLE SUPPLIES INCLUDED (IN MONTHLY MINIMUM / IMPRESSION OR PRINT CHARGES).** Consumable Supplies vary depending upon the Equipment model, and include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as “Phaser”, only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth in an Order, Consumable Supplies excludes paper and staples. Xerox may charge a shipping fee for Consumable Supplies. Customer agrees that the Consumable Supplies are Xerox's property until used by Customer, that Customer will use them only with the Equipment under the applicable Order, that Customer will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point and that Customer will either return any unused Consumable Supplies to Xerox, at Xerox’s expense when using Xerox-supplied shipping labels, at the end of the term of the applicable Equipment Order or destroy them in a manner permitted by applicable law. Should Customer’s use of Consumable Supplies exceed Xerox’s published Consumable Supplies yields for these items by more than 10%, Customer agrees that Xerox shall have the right to charge Customer for any such excess usage. When requested by Xerox, Customer shall provide an inventory of Consumable Supplies in its possession and meter readings.
8. **EQUIPMENT STATUS.** Unless Customer is acquiring Previously Installed Equipment, Equipment will be either: (a) “Newly Manufactured”, which may contain some recycled components that are reconditioned; (b) “Factory Produced New Model”, which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or, (c) “Remanufactured”, which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations to the status of Third Party Hardware.
9. **Reserved.**

1. **SOFTWARE TERMS**:
   1. SOFTWARE LICENSE. The following terms apply to copyrighted Software and the accompanying documentation, including, but not limited to, operating system Software, provided with or within the Equipment acquired hereunder ("Base Software") as well as Software specifically set out as “Application Software” on an Order. This license does not apply to any Diagnostic Software, any software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement including, but not limited to any operating system software for Third Party Hardware, or Services Software (defined as software products used to provide certain Services (both a server component and/or client component to be installed on end user’s workstations, mobile devices and/or laptops) that may include one or more of the individual software modules identified on a Statement of Work or Order).
      1. Xerox grants Customer a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States" or “U.S.”) only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants Customer a non-exclusive, non-transferable license to use this software within the United States on any single unit of Equipment for as long as Customer is current in the payment of any indicated software license fees (including any Annual Renewal Fees). Customer has no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or, (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who, if required by the terms of the third party license agreement with Xerox, shall be considered third-party beneficiaries of the MSA's software and limitation of liability provisions). Base and Application Software may contain code to prevent its unlicensed use and/or transfer. If Customer does not permit Xerox periodic access to such Software, this code may impair the Equipment’s and/or Software’s functionality.
      2. Xerox may terminate Customer’s license for any Base Software (1) immediately if Customer no longer uses or possesses the Equipment, or (2) upon the termination of any Order or separate agreement under which Customer has acquired the Equipment.
      3. If Customer transfers possession of the Equipment after Customer obtains title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights.
      4. Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for ninety (90) days from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.
   2. SOFTWARE SUPPORT. Software support will be provided by Xerox (or a designated servicer) as follows. During the period that Xerox provides Maintenance Services for the Equipment but in no event longer than 5 years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox will also provide software support for the Base Software under the following terms. For Application Software licensed pursuant to the MSA, Xerox will provide software support under the following terms provided Customer is current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual “Support Only” Fees). For Services Software, support will be provided in accordance with the terms of the applicable Statement of Work or Order.
      1. Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during standard business hours to answer related questions.
      2. Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as “Maintenance Releases”. Maintenance Releases are provided at no charge and must be implemented within 6 months after being made available to Customer. Each new Maintenance Release shall be considered Base or Application Software governed by these Software Terms. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by these Software Terms (unless otherwise noted).

Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available by Xerox, Customer must procure, at its expense, additional hardware and/or software from Xerox or any other entity. Customer agrees to return or destroy all prior releases.

* + 1. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided Customer reports problems in the manner specified by Xerox.
    2. Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release or (2) to remedy coding errors if Customer has modified said Software.
    3. For Application Software, Xerox may increase the Annual Renewal and Support-Only Fees annually by an amount no greater than the CPI Adjustment Percentage. For State and Local Government Customers, this adjustment shall take place at the commencement of each of Customer’s annual contract cycles.
  1. DIAGNOSTIC SOFTWARE. Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively “Diagnostic Software”) is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or the https://xerox.sharepoint.com/teams/NAOMDS/SitePages/Xerox%20Secure%20Print%20Management%20Suite.aspx to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. Customer agrees that (1) Customer’s acquisition of the Equipment does not grant Customer a license or right to use the Diagnostic Software in any manner, and (2) that unless separately licensed by Xerox to do so, Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer agrees at all times (including subsequent to the expiration of the MSA or an Order hereunder) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software, provided that such access to Customer’s facility will be during Customer’s normal business hours.
  2. SERVICES SOFTWARE. For Services Software, Xerox grants Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license in the U.S. to install the Services Software on a host computer(s) or server(s) or, if applicable, on Equipment or Third Party Hardware, and, further, if applicable, on the number of workstations, laptops and mobile devices specified in the Order, and to use the Services Software only for the purpose of receiving the applicable Services.
  3. THIRD PARTY SOFTWARE. Third Party Software is subject to license and support terms provided by the vendor therefor.

1. **TRADE-IN EQUIPMENT.** If Customer is providing trade-in equipment (“Trade-In Equipment”) to Xerox under an Order, Customer warrants that Customer has the right to transfer title to the Trade-In Equipment and that it has been installed and performing its intended function. Title and risk of loss to the Trade-In Equipment shall pass to Xerox when Xerox removes it from Customer’s premises. Customer warrants that the Trade-In Equipment is in good working order, has not been modified from its original configuration (other than by Xerox), and has a UL label attached. Customer agrees to maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. Customer agrees to pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and to pay all maintenance, administrative, supply and finance charges for this equipment through the date title passes to Xerox.
2. **WARRANTY DISCLAIMER & WAIVERS.**
   1. a. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.
   2. b. FOR EQUIPMENT, SOFTWARE, XEROX-BRAND SUPPLIES AND MAINTENANCE SERVICES, XEROX DISCLAIMS, AND CUSTOMER WAIVES, IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

**SAIC BUILDING ACCESS RULES**

**FOR SERVICE AND CONSTRUCTION CONTRACTORS**Revised March 2018

**1. INSTRUCTIONS**

The rules herein are to be adhered to at all times, except where a specific written exception has been granted contractor by the JLL point of contact (JLL POC) identified at the release of each purchase order.

This document is made a part of contractor’s contractual agreement (i.e., Seller therein) and contractor is responsible to flow the requirements of this document down to all of its subcontractors and ensure their adherence.

**2. DEFINITIONS**

Business Hours – 8:00 am to 5:00 pm, Monday through Friday.

Contractor – Contractor (Seller) as well as any its subcontractors, agents, and/or suppliers engaged at the workplace.

JLL Point of Contact (JLL POC) – The specific JLL employee identified to contractor (Seller) at the release of each purchase order. A JLL POC will be identified in every case.

SAIC Point of Contact (SAIC POC) – The SAIC employee or designee located at the workplace specifically identified to contractor by the JLL POC. An SAIC POC may not be identified in every case.

Workplace – Any venue where work is conducted by or on behalf of SAIC by contractor, to include work at SAIC-owned or leased facilities (buildings, offices, vehicles, etc.), SAIC contractor/customer sites, and all appurtenant grounds and structures (including parking lots, etc.).

**3. REQUIREMENTS**

* 1. **Conditions for Access**

Contractor is to comply with the following—

* + 1. Contactor shall validate the residency status of all contractor personnel to be assigned to an SAIC workplace. Where personnel carrying a status other than that of a U.S. Person (defined below) will be assigned, contractor will provide advance notice to the SAIC/JLL POC for proper access coordination. Failure to do so may result in delays accessing the work site or restrictions from the work site.

A U.S. Person is defined as:

* A U.S. citizen or national;
* An alien lawfully admitted for permanent residence as defined by 8 U.S.C. 1101(a)(20) (i.e., possessing a valid Form I-551 or “green card”); or
* An individual who has been granted political asylum or official refugee status in the U.S., as defined by 8 U.S.C. 1324b(a)(3).

Furthermore, where directed by government contract, law or regulation, SAIC may require that only U.S. citizen employees/personnel be permitted to engage in or participate in a specified project(s) or effort(s). Where this specific requirement applies, contractor will be so informed by the SAIC/JLL POC.

* 1. **General Rules**

Contractor is to comply with the following—

* + 1. [SAIC’s Supplier Code of Conduct](http://www.saic.com/media/114947-SAIC-Supplier-Code-of-Conduct.pdf) and [Xerox’s Code of Conduct](http://www.saic.com/media/114947-SAIC-Supplier-Code-of-Conduct.pdf)
    2. SAIC’s instruction on prohibited items, which prohibits the introduction of the following items into an SAIC workplace:
* Firearms, weapons, or other items that may be used to inflict bodily harm or to threaten or intimidate others;
* Explosive or pyrotechnic devices;
* Incendiary devices;
* Controlled substances such as illegal drugs, unlawfully obtained or possessed prescription medication and/or associated paraphernalia.
  + 1. In the event of an on-site emergency (medical, fire, police, hazardous material), follow procedures provided by the SAIC or JLL POC.

In addition, the following rules are to be observed at all times when working in occupied spaces—

* + 1. All posted signs and notices.
    2. Smoking is permitted only in designated exterior locations.
    3. No radios, profanity or loud conversations are permitted. Reduce volume on 2-way radio transmissions.
    4. Use of SAIC phones, computers, or networks is not permitted unless approved by the JLL/SAIC POC.
    5. Daily removal is expected of all demolition debris and trash (including food and drink remnants) from the workplace.
  1. **Facilities Rules**

Contractor is to comply with the following—

* + 1. Deliveries are to be made only during business hours unless otherwise approved or directed.
    2. Any work done outside business hours requires 48 hours prior approval for that particular job or delivery.
    3. Vehicles are not to be parked in any fire lane or marked/restricted spaces and left unattended.
    4. Any interruption to building utilities or services (electrical, water, plumbing, air conditioning, elevators, etc.) must be coordinated in advance with the JLL POC.
    5. Elevators are not to be used for moving large items or construction materials during business hours.
    6. Use only designated elevators for movement of project materials. Request protective pads from the JLL/SAIC POC and install prior to use.
    7. Contact the JLL/SAIC POC to gain entry into any secured areas (including network communication rooms). Do not request others to grant access to these areas.
    8. Prior to any work involving the demolition of voice or data wiring coordinate with the JLL/SAIC POC.
    9. Public Address (PA) speakers, alarm components, wireless and network devices, etc., are to be secured during the demolition process and properly reinstalled upon completion of work. Coordinate follow-up testing with the JLL POC to be sure all components are working.
    10. All deliveries and construction materials are to be received through rear doors and loading docks wherever possible. Do not bring these materials through a building lobby without prior approval.
    11. All penetrations made through fire rated separations are to be restored to fire resistive construction.

1. **Security Rules**
2. Contractor personnel are to report in to the security guard or reception desk upon arrival to receive an appropriate SAIC-issued badge for their visit. Contractor personnel must report out upon completion of their visit and surrender their SAIC badge at that time.
3. Contractor personnel are to wear and display their SAIC-issued badge in a conspicuous manner at all times in the workplace. Badges are to be worn above the waist except where prohibited by the nature of work being performed.
4. Contractor personnel are not to prop open exterior building doors, data, telephone, electrical or mechanical room doors without prior approval and unless within the immediate vicinity (physical and visual) of the door. These doors/areas are not to be left unattended when opened.
5. Contractor personnel may not prop open or detach closer arms on required exit (fire) doors. Exit doors and egress paths are not to be blocked at any time.
6. Contractors are to immediately report any suspect or illegal activity to the JLL POC.
7. **Environmental, Health & Safety Rules**

Contractor is to comply with the following--

1. Immediately report all workplace accidents, incidents, releases of hazardous materials or waste, fires, regulatory violations, or any interactions with regulatory officials (except those required for building permit approval) to the JLL POC.
2. Take, within the course and scope of its Contract Duties, all actions necessary to ensure the health, safety and protection of all personnel, including without limitation members of the general public, and SAIC personnel, who are present in the workplace or in the vicinity of contractor’s work activities.
3. Prepare and submit written safety plans for the following:

* Any activity requiring supervision by a “competent person” under an OSHA or equivalent jurisdictional standard (fall protection, scaffolding, confined space, asbestos, etc.).
* Crane lifts
* Radiographic inspection surveys
* Other activities, as required by the SAIC or JLL POC.

These plans must be submitted and approved by the JLL POC prior to commencing applicable activities.

1. At least three days prior to commencing work, submit a safety data sheet (SDS) for each hazardous material (or product containing hazardous material) intended for use to the JLL POC. Prior approval for any hazardous material use is required.
2. Properly store and arrange for off-site disposal of all hazardous material and waste associated with the project.
3. Remove all hazardous material and waste from the workplace promptly upon project completion.
4. Hazardous/non-hazardous material(s) including but not limited to paints, solvents, drywall mud, etc., are not to be dumped or discharged into building sinks, drains, trashcans, trash bins, or waste receptacles. Contact the SAIC or JLL POC with any questions related to proper disposal.
5. Hot work requires: (i) a permit to be obtained through the SAIC or JLL POC or designee prior to cutting, welding, soldering, brazing, or torch work; (ii) performance outside of business hours; (iii) disabling of the building’s fire life safety alarm system (where present); and (iv) the provision of fire watch personnel, in accordance with the provisions of the issued hot work permit, at contractor’s expense.
6. Ensure high impact activities, or those that may reasonably disrupt occupants, including but not limited to demolition, painting, cutting, grinding, adhesive usage, coring or sawing are coordinated for completion outside of business hours.
7. Erect and maintain partition barriers (e.g., plastic sheeting) prior to beginning high impact activities in order to minimize dust impacts to any adjoining occupied workspace. This is intended to include sealing-off or otherwise isolating and protecting building ventilation supply and/or return duct openings in the affected area.
8. Place signage (and caution tape, where necessary to limit access) at entrances to construction areas to keep non-construction related personnel out of the construction zone.
9. No oil-based paints are to be utilized.
10. Coordinate any activities that require the tagging out, de-energizing, or neutralization of fire alarms, fire suppression systems, smoke detection systems, or other toxic material detection systems through the SAIC or JLL POC at least 48 hours in advance of the requirement.
11. Ensure exposed, live electrical conductors are not left unattended.
12. Ensure equipment is de-energized and tagged and locked-out before performing any alteration, servicing, or maintenance, where required by applicable regulations.
13. Obtain approval from the SAIC or JLL POC prior to performing any work on energized electrical systems over 50 volts.

**EXHIBIT D-1**

**BACKGROUND CHECK AND DRUG SCREENING REQUIREMENTS**

To the extent permitted by law, Service Contractor shall perform the following background check and drug testing on its employees who will have unescorted access to operating areas of company facilities on a regular basis (a “regular basis” is defined as a period of more than 30 days in any 365-day period). Service Contractor shall not assign an employee to perform duties unless the employee has successfully passed the background check and drug test.

* Combined NCDB & National Sex Offender
* Criminal Felony & Misdemeanor - 7 Years, all counties as revealed by SSN Trace
* Education Report - per school
* Employment Report – 7 year history, 1 previous and current employers
* SSN Trace - per applicant
* SSN Validation
* Motor vehicle records checks for positions whose principal duties require operation of a vehicle
* Urine Drug Testing - Standard 5 Panel

Standard 5 panel is:

Amphetamines

Cocaine Metabolites

Marijuana Metabolites (THC)

Opiates/Metabolites

Phencyclidine (PCP)

Prohibited Parties

Search of the following federal lists:

1. Office of Foreign Asset Control (OFAC) – Specially Designated Nationals, Terrorists, Narcotics Traffickers, Blocked Persons and Vessels – Parties subject to various economic sanctioned programs administered by the Office of Foreign Assets Control (OFAC)
2. Debarred Parties – Parties denied export privileges under the International Traffic in Arms Regulations (ITAR) as administered by the Office of Defense Trade Control (DTC)
3. Denied Persons List – Parties denied export privileges as administered by the Bureau of Industry and Security (BIS)
4. Entity List – Entities subject to license requirements because of their proliferation of weapons of mass destruction
5. Unverified List - Unverified Parties List – Parties to past export transactions where pre-license checks or post-shipment verifications could not be conducted, and persons in foreign countries in transactions where BIS is not able to verify the existence or authenticity of all parties to the transaction, requiring heightened scrutiny by the exporter
6. PLC List - Palestinian Legislative Council – Global Terrorism Sanctions Regulations (31 C.F.R. Part 594), authorizes U.S. financial institutions to reject transactions with members of the Palestinian Legislative Council (PLC) who were elected to the PLC on the party slate of Hamas, or any other Foreign Terrorist Organization (FTO).

**EXHIBIT E**

**CONFLICT OF INTEREST QUESTIONNAIRE**

Service Contractor shall complete the following Conflict of Interest Questionnaire ("Questionnaire") and submit the responses to Manager. Work performed under this Agreement shall not commence until the Questionnaire has been completed and submitted to Manager for review. Questionnaire responses should be sent to the following address:

Jones Lang LaSalle Americas, Inc.

12010 Sunset Hills Road,

Reston, VA 20190

Attn: Sourcing

1. Does your company have an affiliation with Jones Lang LaSalle (other than providing services to Jones Lang LaSalle’s clients)?

If the answer to Question 1 is "Yes," please explain such affiliation(s) below:

1. Does your company have an affiliation with SAIC (other than providing similar services to SAIC)?

If the answer to Question 2 is "Yes," please explain such affiliation(s) below:

1. In the course of bidding or negotiating this contract, have any of your representatives dealt directly with any Jones Lang LaSalle employee whose family member holds a significant financial interest in your company (other than stock ownership in public companies)?

If the answer to Question 3 is "Yes," please explain the relationship(s) below:

1. Will any family member of a Jones Lang LaSalle employee perform your company’s obligations under this contract?

If the answer to Question 4 is "Yes," please explain below:

1. Does your company have any other affiliation that would conflict with your company’s obligations to provide services to SAIC?

If the answer to Question 5 is "Yes," please explain such affiliation(s) below:

**NOTICE OF EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION POLICIES**

Jones Lang LaSalle Americas, Inc. is a federal contractor and is subject to equal employment and affirmative action laws including Executive Order 11246 and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1974.

We have equal employment opportunity and affirmative action policies to ensure that applicants are employed, and that employees are advanced and treated during employment, without regard to their race, color, religion, sex, national origin, disability, protected veteran status, and other protected characteristics as defined by law.

We ask for your support of our efforts, and we appreciate your cooperation.

The following official is responsible for implementation of our affirmative action program:

Chief Human Resources Officer, Jones Lang LaSalle Americas, Inc.