**Corporate Award No. 3793**

**for Enterprise Managed Print Services (eMPS)**

**BETWEEN**

NORTHROP GRUMMAN SYSTEMS CORPORATION

**and**

**Xerox Corporation**

This Corporate Award, inclusive of Exhibits, (hereinafter referred to as “**Agreement**”, or “**Award**” or “**Corporate Award**”) is made and entered into by and between **Northrop Grumman Systems Corporation**, a Delaware Corporation, with its principal offices at 2980 Fairview Park Drive, Falls Church, Virginia 22042 (hereinafter referred to as “**NGSC**” or “**Customer**”) and **Xerox Corporation**, a New York corporation, with its principal offices at 201 Merritt Ave., Norwalk, CT 06856 (hereinafter referred to as “**Seller**” or “**Xerox**”). “NGSC” and “Seller” may also be referred to singularly or collectively as “**Party**” or “**Parties**.” This Agreement is effective on the first date it has been executed by an authorized representative of both Parties (“**Effective Date**”).

NOW, THEREFORE, in consideration of the foregoing and the promises set forth herein and NGSC and Seller mutually agree as follows:

1. **DEFINITIONS.**
   1. **“Affiliates” or “Subsidiaries”** means any entity, whether incorporated or not, that is controlled by or under common control with a Party, and their respective successors, and "control" (or variants of it) shall mean the ability whether directly or indirectly to direct the affairs of another by means of ownership, contract or otherwise. “**Customer Affiliate**” means an Affiliate of Customer and shall include all Subsidiaries and Affiliates of Northrop Grumman Corporation. “**Xerox Affiliate**” means an Affiliate of Xerox.
   2. **“Assessment”** means the evaluation and recommendation reports created as a result of Xerox’s performance of an evaluation of Customer’s requirements.
   3. **“Customer Authorized Purchasing Representative”** means the person authorized by Customer’s cognizant procurement organization to administer and/or execute the Order.
   4. **“Customer” and/or “Customer**” means NGSC or Customer Affiliate issuing an Order, or signing a Country Participation Agreement and issuing an Order under this Corporate Award.
   5. **“Cartridges”** means Equipment components designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules.
   6. **“Charges”** mean the fees/prices for the particular Services and Products procured by Customer under this Award, as set forth in either Exhibit B Pricing (domestic) or a Country Participation Agreement (International) and are exclusive of any and all Taxes. Unless otherwise specified in Exhibit B or a Country Participation Agreement, charges are quoted in and shall be paid in the currency of the country in which the Services are provided and/or Products delivered.
   7. **“Consumables”** means black toner (excluding highlight color toner), black developer, copy Cartridges, and, if applicable, fuser agent required to make impressions. For full color Equipment, Consumables also includes color toner and developer. For Equipment identified as “Phaser”, Consumables also may include, if applicable, black solid ink, color sold 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 or Exhibit A, Consumables excludes paper, and highlight color toner.
   8. **“Country Participation Agreement”** means an agreement in the form of **Exhibit I** attached to this Award that is signed by the Parties or their respective Affiliates and that incorporates the terms of this Award, including any additions and modifications to these terms set forth in the Country Participation Agreement that are required in order to do business in an applicable country or in a group of countries (e.g., Western Europe) due to legal, tax or business reasons.
   9. **“Customer Assets”** means all Customer Equipment, Customer Software and/or work space owned, leased, rented, licensed and/or controlled by Customer and any services utilized by Customer that Customer makes available to Xerox to enable Xerox to provide Products or perform Services under this Award.
   10. **“Customer Content”** means documents, materials and/or data that Customer provides in hard copy or electronic format to Xerox, including personally identifiable information of Customer, Customer’s employees and/or Customer’s customers, in order for Xerox to perform Services or provide Products under this Award.
   11. **“Customer Equipment”** means the personal property, including equipment, fixtures and/or furniture controlled by Customer, which Xerox needs to use or access to enable Xerox to perform any Services or provide Products under this Award.
   12. **“Customer Facilities”** means those facilities controlled by Customer where Xerox performs Services or provides Products.
   13. **“Customer IP”** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to Customer as of the Effective Date or that may be created by or on behalf ofCustomer after the Effective Date, excluding Xerox Confidential Information.
   14. **“Customer Software”** means any software owned or controlled by Customer that Xerox is authorized by Customer to use or access to enable Xerox to perform any Services or provide Products as set forth in this Award.
   15. **“Date of Installation”** means: (a) for Equipment (or Third Party Equipment) installed by Xerox, the date of delivery (subject to reasonable installation processes, e.g., plugging in and powering up the Equipment and running standard routines according to the applicable Documentation and validation in accordance with standard operating procedures), and is available for Customer’s use; and (b) for Equipment (or Third Party Equipment) designated as “Customer Installable,” the Equipment (or Third Party Equipment) delivery date.
   16. **“Diagnostic Software”** means Software embedded in or loaded onto Equipment and intended for diagnosis or evaluation of the unit’s operation by Xerox.
   17. **“Documentation”** means all manuals, brochures, specifications, information and software descriptions, in electronic, printed or camera-ready form, and related materials customarily provided by Xerox for use with certain Products and/or Services.
   18. **“eMPS Team” or “eMPS team”** means NGSC and Xerox employees working together under this Award.
   19. **“Equipment”** means Xerox-branded equipment.
   20. “**IPv6**” means the standard known as Internet Protocol version 6 which can be found at <http://www.antd.nist.gov/usgv6/>.
   21. **“Maintenance Releases”** means new releases of the Base Software or Application Software that primarily incorporate coding error fixes, security updates and patches, and bug fixes, and any other update.
   22. **“Northrop Grumman**” means NGSC and its Affiliates for purposes of this Corporate Award document. In Order(s) issued under this Corporate Award by an Affiliate, “Northrop Grumman” means NGSC or the NGSC Affiliate identified on the face of the Order.
   23. “**Order” or “Purchase Order**” means the written instrument of contracting utilized by Customer to acquire Services from Seller under this Award. Any Order issued under this Award and subject to its terms and conditions shall reference this Award on the face of the Order and, as applicable, a Country Participation Agreement.
   24. **Output of Services** means electronic images created by scanning tangible Customer Content, all full or partial copies (tangible and intangible) of Customer Content, and all reports (other than Assessments) and other documentation created by Xerox and required to be delivered to Customer under an Order, but shall not include Software or Third Party Software.
   25. “**Personal Information**” means any information relating to an identified or identifiable natural person (such as name, postal address, email address, telephone number, date of birth, Social Security number (or its equivalent), driver’s license number, account number, credit or debit card number, personal identification number, health or medical information, or any other unique identifier or one or more factors specific to the individual’s physical, physiological, mental, economic or social identity), whether such data is in individual or aggregate form and regardless of the media in which it is contained, that may be (i) disclosed at any time to Seller or its Personnel by Northrop Grumman or its Personnel in anticipation of, in connection with or incidental to the performance of Services for or on behalf of Northrop Grumman; (ii) Processed at any time by Seller or its Personnel in connection with or incidental to the performance of Services for or on behalf of Northrop Grumman; or (iii) derived by Seller or its Personnel from the information described in (i) or (ii) above.
   26. “**Personnel**,” means employees, agents, consultants or contractors of Seller or Customer, as applicable.
   27. “**Process**” or “**Processing**” means any operation or set of operations performed upon Personal Information, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.
   28. **“Product”** means Software, Equipment, Third Party Equipment, Third Party Software and/or Consumables supplied by Xerox and provided to Customer under this Award.
   29. “**Services**” “Services” means Seller’s time and effort, including any Products, goods, supplies, materials, articles, items, parts, components or assemblies, required for the performance of the Services or otherwise provided by Seller to Customer under this Award.
   30. **“Service Level Agreement”** means the detailed expected level of service commitment to be performed by the Xerox as set forth in Exhibit C.
   31. **“Software”** means Xerox-branded Software supplied by Xerox or a Xerox Affiliate under this Award, including any upgrades, new versions or new releases. Software may be Base Software or Application Software, but does not include Diagnostic Software, or Xerox Tools as defined below, or any virus protection software.
   32. **“Statement of Work**” or “**SOW**” means the description of the Services to be provided by Xerox under this Award as set forth in Exhibit A.
   33. “**Taxes**” means any and all taxes of any kind or nature, however denominated, imposed or collected by any governmental entity, including but not limited to federal, state, provincial, or local net income, gross income, sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever.
   34. “**Transaction Taxes**” means any and all sales, consumption or similar taxes that are required to be paid in respect of any transaction and resulting fees under this Agreement, including but not limited to (i) sales, use, value added, Goods and Service Tax (GST). Harmonized Sale Tax (HST), Quebec Sales Tax (QST), and Provincial Sales Tax (PST), plus any interest and/or penalty thereon attributable to Northrop Grumman’s acts or omissions.
   35. “**Third Party Equipment** means hardware that is manufactured by or for a third party and bears the third party's trademark and a serialized identification plate, or is otherwise specifically identified as third party hardware.
   36. **Third Party Software** means software owned or controlled by a third party and licensed to Xerox or to Customer directly or via a sublicense.
   37. **“Virus(es”)** means computer instructions that, through malicious design, (i) adversely affect the operation, security, or integrity of a computing, telecommunications, or other digital operating or processing system or environment, including other programs, data, computer libraries, and computer and communications equipment, by altering, destroying, disrupting, or inhibiting such operation, security, or integrity; or (ii) falsely purport to perform a useful function but which actually perform either a destructive or harmful function.
   38. **“Withholding Taxes**” means any and all Taxes that Northrop Grumman or a Northrop Grumman Affiliate is required by applicable law to withhold or deduct from any fee payable pursuant to this Agreement.
   39. **“Xerox IP”** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to Xerox as of the Effective Date or that may be created by or on behalf of Xerox after the Effective Date, excluding Customer Confidential Information.
   40. **“Xerox Tools”** means certain proprietary server based software tools used by Xerox to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof, including Xerox Device Manager (“XDM”) and Xerox Services Manager (“XSM”).
2. **SCOPE OF AGREEMENT.**

This Corporate Award sets forth the basic framework from which NGSC or its Affiliates may order Services and Products from Seller or its Affiliates. This Award (and the applicable Country Participation Agreement) establishes the prices and basic terms under which Seller agrees to sell the Services to Customer for the term of this Award.

* 1. The Services purchased under this Award are for internal Northrop Grumman consumption both domestic and international. Notwithstanding any contrary term in this Award, the parties hereby agree Xerox shall manage the international/domestic contract engagement process and contracting between a Seller Affiliate or a Seller Authorized Channel Partner and Northrop Grumman.
  2. This Award does not commit Customer to order any of Seller’s Services nor does this Award create an Order of any Seller’s Services.   This Award does not commit Seller to provide Products or Services in any country for which Xerox does not have a Xerox Affiliate. However, in those countries where an Authorized Channel Partner (defined below) provides Xerox-brand Products and Services, Xerox will use commercially reasonable efforts to facilitate provision of those Products and Services by an Authorized Channel Partner where Xerox has an Authorized Channel Partner (defined below). Customer acknowledges that not all Products and Services to be provided by Xerox under this Award may be available in all countries.
  3. **Xerox Corporation and Xerox Affiliates**. Xerox Corporation (or its US Affiliates) will provide Services at locations within the United States and its possessions and territories and the Commonwealth of Puerto Rico. In all other geographic areas outside the United States a Xerox Affiliate in that geography or, in areas where Xerox Affiliates distribute and provide Products and Services through Authorized Channel Partners, the applicable Authorized Channel Partner will provide Products and Services to Customer or Customer Affiliate.
  4. **Authorized Channel Partners**. “**Authorized Channel Partners”**  means certain independent third parties with which Xerox has signed agreements to promote, market, finance, distribute, sell and/or support certain of Xerox's Products and Services.  For those geographies where Customer or Customer Affiliate wishes to obtain Products and/or Services in a geography where such Products and/or Services are provided via an Authorized Channel Partner, the terms and conditions set forth in this Award shall not apply to such transaction unless agreed to by the Authorized Channel Partner.  Such Authorized Channel Partners may require separately negotiated terms with Customer.  Customer shall be responsible in coordination with Xerox to negotiate prices and terms with such Authorized Channel Partner, but such prices shall not exceed the Charges for the applicable Products and Services for the applicable geography/country (if any) set forth in this Award.  Xerox shall manage the contract engagement process and contracting between the Authorized Channel Partners and Northrop Grumman.
  5. **Country Participation Agreements**. Xerox Affiliates and Customer Affiliates shall, if required by local law or for business or taxation purposes, execute a Country Participation Agreement. The Country Participation Agreements are intended to be executed by each Party’s local Affiliate in the country where Services are performed or Products are provided and should include only those supplements, additions or modifications to this Award that are required for the purpose of addressing local laws, legislative enactments or other similar requirements, including for example, privacy or data protection requirements, local labor or human resource regulations or practices, tax requirements and local business requirements. Each Country Participation Agreement shall be signed by the Parties’ respective local Affiliates in such country, unless otherwise agreed by the Parties, and shall incorporate this Award by reference. Each executed Country Participation Agreement is a separate agreement between the Parties or their respective Affiliates that sign it. Where the Parties or their respective Affiliates have executed a Country Participation Agreement, references to this “Award” shall mean, where applicable, this Award as amended, supplemented and incorporated into the Country Participation Agreement.
  6. **Countries in Scope.** The Parties may add international countries to the scope of this Award, if there is a Xerox Affiliate located in that country, by execution of a Country Participation Agreement for that country.  In those countries where Products or Services are provided by an Authorized Channel Partner, Xerox shall manage the contract engagement process and contracting between the Authorized Channel Partners and Northrop Grumman and Customer may acquire Products and Services in such country by execution of a local agreement or a Country Participation Agreement, in collaboration with Xerox, with the applicable Authorized Channel Partner if agreed by the Authorized Channel Partner
  7. This Award consists of multiple parts, including Exhibits.  For sake of clarity, the Parties agree that in the event of any inconsistency or divergence between the multiple Exhibits, all such inconsistencies or divergences will be resolved by the following order of precedence (see also Section 3.1 Order of Precedence) in which the first listed Exhibit shall govern all others (*i.e.* all differences in the Exhibits shall be resolved by referring to the provisions of the first listed Exhibit) and the remaining listed Exhibits shall take precedence over other Exhibits in the order listed. The following Exhibits are incorporated herein by reference:

Exhibit “A” Statement of Work

Exhibit “B” Device Models and Pricing

Exhibit “C” Service Level Agreement

Exhibit “D” Information Security Requirements

Exhibit “E” Small Business Plan

Exhibit “F” Northrop Grumman Supplemental Terms and Conditions for International Orders

Exhibit “G” Supplemental Terms and Conditions for Services, Maintenance and Software

Exhibit “H” Supplemental Xerox Tools Terms: Contains a list of the Xerox tools to perform the statement of work

Exhibit “I” Form of Country Participation Agreement: Terms to be used for international Affiliates

* 1. Unless otherwise required by the context, when the Parties respective Affiliates are providing and receiving Services, all references to “Seller”, “Xerox” or “Party” in this Corporate Award will be deemed to be references to the respective Xerox Affiliate and all references to “Northrop Grumman,” NGSC”, “Customer” or “Party” in this Corporate Award will be deemed to be references to the respective Customer Affiliate.

1. **ORDER OF PRECEDENCE/AMENDMENTS**

3.1 **Order of Precedence**.

In the event of any conflict between the terms of this Corporate Award and any Order issued hereunder, the following order of precedence shall prevail:

In the United States:

1. The terms of this Award, other than its Exhibits(s);
2. Terms of any Exhibit(s) to this Award, subject to Section 2 G above; and
3. Terms of the Order. Any pre-printed terms and conditions on such Order or terms contrary to or incremental to this Award shall be of no force or effect.

Outside the United States:

1. Country Participation Agreement
2. International Terms and Conditions
3. The terms of this Award, other than its Exhibit(s)
4. Terms of any Exhibit(s) to this Award
5. Terms of the Order

3.2 **Amendments**.

All changes to this Award must be made in a writing signed by Customer and Xerox. Any amendment of this Award shall not affect the obligations of either Party under any then existing Orders, which shall continue in effect unless the amendment expressly applies to such existing Orders.

* 1. **Orders with Incremental or Contrary Terms and Conditions**.

Notwithstanding Section 3.1, Order of Precedence, above, if Customer wishes to issue an Order for Northrop Grumman or a particular NGSC Affiliate with incremental or contrary terms and conditions to the Award, which incremental or contrary terms and conditions would (i) take precedence over the terms and conditions of the Award; and (ii) apply only to that Order and no other Order, the following process shall be followed:

1. Customer shall provide to Seller written notice of Customer’s request for a new Order referencing this Section 3.3 and identifying the proposed incremental or contrary terms and conditions to Seller for review;
2. The parties shall resolve any issues in such Order prior to written authorization of both parties; and
3. Upon written authorization of the parties, the terms of Order shall take precedence over the Award only with respect to the subject matter and time period of such Order.

If Customer fails to comply with Section 3.3(A), and such Order is authorized by the parties, then any such terms contrary to or incremental to this Award contained in such Order shall be of no force or effect.

1. **TERM.**

This Award shall commence on the Effective Date and shall remain in effect for an initial term of five (5) years following the Effective Date (“Term”) unless terminated earlier as provided herein. Each Order shall have its own term length. Northrop Grumman shall have the unilateral right to extend the Term twice for up to two one (1) year periods on the same pricing and terms and conditions set forth in this Award, provided that Northrop Grumman gives Xerox written notice of its intent to renew thirty (30) days prior to the expiration of the Term or the prior one year extension. This Award shall continue to apply after the expiration of its term with respect to any pending Order(s) until the Parties’ obligations under such Order(s) are complete.

1. **PRICING.**
2. For Services provided in the United States, Seller agrees to sell Services to Northrop Grumman at the Charges set forth in Exhibit B to this Award during the term of this Corporate Award. Seller’s Services may only be added or deleted from Exhibit A by a written modification of this Award signed by the Parties pursuant to the “Changes” clause hereof.
3. For Services provided outside of the United States, excluding countries supported by Authorized Channel Partners, Seller agrees to sell Services to Northrop Grumman at the mutually agreed to Charges set forth in the Purchase Order associated with each Country Participation Agreement. Seller’s Services may only be added or deleted from the applicable Purchase Order and associated Country Participation Agreement by written modification signed by the Parties pursuant to the “Changes” clause hereof.
4. Charges for Services described in Exhibit A are based upon shared information believed to be complete and accurate. If Customer requests any changes or additions to this Award or an Order, the Parties will negotiate in good faith to make appropriate adjustments to the Award Charges. In accordance with Northrop Grumman Policies and Procedure no additional work and or travel is authorized unless it is approved in writing by Northrop Grumman. The Corporate Award must be updated to reflect any agreed upon changes and Charges.
5. Termination Fees for Services and Products. Notwithstanding anything in this Award to the contrary, in the event of termination of Services or Products for any reason other than Xerox’s Termination for Default as defined herein, Customer agrees to pay all cancellation fees, termination fees or early termination charges, as set forth in Exhibit B or the Order that has been terminated if any, plus applicable Taxes.
6. **PERIODIC PRICE Customer AUDITS.**

Northrop Grumman reserves the right to conduct one audit per year during the Term of this Award of Seller’s relevant records, including Seller’s invoices as necessary for verification of pricing under this Award. Seller shall make available pertinent records as necessary for Northrop Grumman to conduct the audit. Seller shall respond to all requests for data within 30 business days of the request.

1. **ORDER PROCESSING**
2. Seller upon receipt of a paper, facsimile, or electronic Order from Northrop Grumman referencing this Award shall not perform any of the requirements of the Order and this Award until Seller has accepted such Order by Seller’s authorized written signature thereon. Customer hereby objects to any additional or different terms contained in Seller’s acceptance. Seller shall reference any Order number or other identifier and the Corporate Award number on the individual packing sheets and invoices. All Orders must be accepted in writing by both Parties to be authorized. Only Customer’s and Seller’s written acknowledgement via an authorized signature of an Order shall conclusively evidence acceptance of the Order by the Parties. Notwithstanding any pre-printed or other text on an Order, no other method of acceptance of an Order is permitted under this Award.
3. The Customer’s Authorized Purchasing Representative has sole authority to make contractual commitments on behalf of the Customer, to provide contractual direction, and to change contractual requirements as defined in the Order. Customer’s engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss or affect an exchange of information with Seller’s personnel concerning the Product hereunder. No such action shall be deemed to be a change under the “Changes” clause of this Order and shall not be the basis for an equitable adjustment.
4. The Parties further agree that no Order may alter or change any of the following clauses: Section [22 B] Indemnification; Section [22 A General Indemnification; Section [24] Limitation of Liability and Section [30] Information of Customer and Seller. In addition, provisions in this Agreement related to the obligation of Customer to pay, reimburse or indemnify Xerox for any and all applicable Taxes shall not be superseded, reduced, contracted or otherwise limited in any way by conflicting or additional tax provisions in any other contractual document.
5. **CHANGES.**
6. Customer may at any time, by written order, and without notice to sureties or assignees, if any, make changes within the general scope of an Order placed under this Agreement. in (1) statement of work; (2) method of shipment, packaging, or packing; (3) time and place of delivery; (4) reasonable adjustments in quantities and/or delivery schedules, subject to payment of applicable early termination fees set forth in this Award, Exhibit B, Order or Country Participation Agreement.; (5) place of performance of the Service, subject to applicable moving and related charges; (6) the amount of Customer/Government furnished property; and (7) terms and conditions required to meet Customer’s obligations under its Prime Contracts, including, but not limited to, any mandatory flow-down clauses.
7. If any authorized change causes an increase or decrease in the cost or time required to perform the Order placed under this Agreement, Customer and Seller shall negotiate an equitable adjustment in the price and/or schedule, to reflect the increase or decrease. Customer shall modify this Agreement in writing accordingly.
8. Claims for adjustment shall be filed as soon as reasonably practicable and contain a fully supported proposal.
9. To the extent required for procurement of FAR Part 12 Commercial items Customer, its authorized representatives, and its customer have the right to examine any of Seller’s pertinent books and records for the purpose of verifying Seller’s claim. However, at Seller’s request, in lieu of Customer, a mutually agreeable third party can examine books and records to verify Seller’s claim.
10. Failure to agree to any adjustment shall be a dispute within the meaning of the “Disputes” clause hereof. Seller shall be excused from proceeding with the proposed changes to this Agreement until an equitable adjustment is concluded.
11. Customer’s engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss issues or engage in an exchange of information with Seller’s personnel concerning the Products or Services hereunder. No such action shall be deemed to be a change, nor shall it be the basis for an equitable adjustment, and no such action shall relieve Seller of its obligations under this Agreement.
12. **INVOICE.**

Unless otherwise authorized by Northrop Grumman or otherwise agreed to by the parties’ Affiliates in a Country Participation Agreement, Seller shall issue an invoice to Northrop Grumman once a month in accordance with the terms and conditions of the applicable Order. The invoice shall include, at a minimum, a description of the Service(s) provided, Seller’s phone number and address, invoice number, date prepared and the unit price and extended price for each Service in the Order, if applicable. In addition to the invoice and any information accompanying the invoice, to the extent available in the country where the Services are provided, Northrop Grumman shall receive an electronic feed. The electronic feed shall include, at a minimum, a list of each Device in the Northrop Grumman fleet, the serial number and name of the Device, location of Device, black and white volume printed on the Device, color volume printed on the Device, cost of black and white prints, cost of color prints, monthly fee for the Device and a total cost for that Device. If Seller’s “remit to” address is different than the Seller’s address indicated on the Order, Seller shall clearly identify the “remit to” address on the invoice. Unless otherwise directed in writing by Northrop Grumman, Seller shall not issue an invoice prior to completion of the applicable Service(s) during the month under the Order. Unless otherwise agreed to in writing, invoicing for the Services delivered under this Agreement shall be on a local to local basis (i.e., Seller in the U.S. will invoice Northrop Grumman in the U.S.).

1. **PAYMENT.**

Unless otherwise agreed by the Parties in a Country Participation Agreement, Northrop Grumman may make payment for Service(s) subject to this Award by electronic funds transfer (EFT) or check. Northrop Grumman shall pay all invoices Net 45 days from receipt of a valid invoice. Payment shall be deemed made on the date Customer’s check is mailed or payment is otherwise tendered. Seller shall promptly credit Customer any amounts paid in excess of amounts due on the next applicable invoice. Except as otherwise set forth in an Order in no event will Customer be liable for payment of any kind on an Order prior to delivery and acceptance of all Services in the Order. Disputes arising under this clause, which may include failure of an item of Equipment at delivery to be fully functional, shall be resolved pursuant to the provisions of the Disputes clause of this Agreement. Xerox may escalate to the Contract Manager and the Service Manager. Pending resolution of such disputed amount Northrop Grumman will pay any and all undisputed amounts in accordance with the payment terms set forth herein or in the applicable Order.

1. Currency Conversion and Currency Fluctuation will be addressed in the individual Country Participation Agreements.
2. **TAXES.**

Service fees are exclusive of any and all Transaction Taxes. Northrop Grumman shall be responsible for any and all applicable Transaction Taxes, which will be included in Seller’s invoice unless Northrop Grumman timely provides, and Seller accepts proof of Northrop Grumman’s tax-exempt status. Seller’s invoices shall satisfy all local sales tax invoicing requirements and include, to the extent applicable, Seller’s Transaction Tax registration numbers so that Northrop Grumman may claim value added, goods and services and other similar Transaction Tax credits where available. If a taxing authority determines that Seller did not collect all Transaction Taxes, Northrop Grumman shall remain liable to Seller for such additional Transaction Taxes until the expiration of the statute of limitations (as extended) for such Transaction Tax.

1. Seller and Northrop Grumman each agree to take commercially reasonable steps to cooperate with each other in order to minimize Taxes (including Transaction Taxes and Withholding Taxes) imposed with respect to the transactions contemplated by this Agreement to the extent permissible under applicable law.
2. Northrop Grumman agrees to pay any Transaction Taxes imposed as a result of Northrop Grumman’s request to pay fees internationally (i.e., to be billed in one country for Services provided in a different country), including all Transaction Taxes imposed with respect to any inter-company billing of Services.
3. Where Northrop Grumman believes in good faith that Northrop Grumman has an obligation to deduct Withholding Taxes from any payment due to Seller under this Agreement, Northrop Grumman shall timely notify Seller in writing of such requirement at least thirty (30) days prior to withholding any such Withholding Taxes. Northrop Grumman and Seller shall cooperate to minimize or eliminate the amount of any Withholding Tax; all Withholding Tax shall be at the lowest rate permitted by applicable law. Northrop Grumman shall provide Seller with such instruments, documents or assurances and take such other actions as shall be reasonably requested by Seller to obtain a reduction in, elimination of, or credit for any Withholding Taxes imposed on any payment due to Seller under this Agreement. Northrop Grumman shall promptly furnish to Seller receipts and other documents (as reasonably required by Seller) evidencing the payment of any such Withholding Taxes and shall timely report and remit such Withholding Taxes to the appropriate taxing authority. To the extent Northrop Grumman fails to timely provide Seller with such Withholding Tax receipt or other documentation, Northrop Grumman shall pay to Seller an additional amount so that Seller has received an actual cash payment (net of all Withholding Taxes) equal to the payment which Seller would have received had no Withholding Tax been imposed.
4. **DELIVERY.**

The Parties agree to adhere to the Service Level Agreement requirements (Exhibit C).

1. Seller will deliver acceptable Products and Services in strict conformity with any delivery schedule and shipping instructions set forth in this Award and or any Order issued subject to it. Unless otherwise provided in any Order, delivery in whole or in part shall not be made more than ten (10) days prior to required delivery dates. Customer may return earlier deliveries at Seller’s risk and expense. Seller shall comply with the delivery schedule but shall not make material or production commitments in advance of such time as Seller reasonably believes necessary to meet the schedule without prior written approval by Customer.
2. If Seller is unable to meet the required delivery schedules under a particular Order for any reason, other than a change directed by Customer, Customer shall have the option to (1) terminate the Order, or (2) fill such Order or any portion thereof, from sources other than Seller and to reduce Seller’s Order quantities accordingly at no increase in unit price, without any penalty to Customer and Seller shall have no obligation to Customer for such removed quantities. Alternatively, Customer may require Seller to provide consideration for the late delivery. This condition shall not limit Customer’s rights or remedies under the Termination clause of this Award.
3. If Seller intends to source or ship direct from outside of the U.S. to Customer then, in addition to complying with all applicable Export Regulations, Seller shall provide the name, country and contact information of the non-U.S. sources within ten (10) days after Order acceptance. Seller proposed sources outside of the U.S. must have a reputation for honesty and a company policy prohibiting bribes and facilitating payments intended to expedite or secure performance of a routine governmental action, such as, customs clearance. Customer retains the right to deny Seller’s use of Seller proposed sources within thirty (30) days of Seller notification. Seller shall ensure that Customer’s purchase does not transit through one of the proscribed countries listed in U.S. ITAR, 22 C.F.R. 126.1.
4. **SELLER’S EMPLOYEES.**

For performance by Seller in the United States, all personnel assigned by Seller to perform the Services to be furnished hereunder shall be capable, skilled, qualified and competent to perform such Services. Employees of Seller who perform Services under this Agreement shall be citizens of the U.S., its possessions or territories, or lawful permanent residents as defined by 8 U.S.C. 1101(a)(20), or protected individuals as defined by 8 U.S.C. 1324b(a)(3). Seller shall provide certification of compliance upon Customer request. Seller shall promptly notify Customer of any changes to the certification. Failure to provide the certification, or notice of changes, may result in termination of this Agreement for default.

* 1. Seller represents and warrants that Seller is an expert, fully competent in all phases of the work involved in producing and supporting all Products and performing all Services purchased under this Agreement. Customer may require Seller to remove from Customer’s or Customer’s customer’s premises any employee, agent, or representative of Seller, or any of its subcontractors and Customer shall have the right to request and have replaced any personnel who fail to perform to Customer’s satisfaction.
  2. Customer may require Seller to remove, to the extent permitted under applicable law, from its or Customer’s premises any employee, agent, or representative of Seller, or any of its subcontractors, Customer deems incompetent, careless or otherwise objectionable. Seller shall remove such employee, agent or representative from the premises immediately.
  3. At all times Seller shall use suitable safety precautions, including, at a minimum, those safety precautions issued in instructions and directions by Customer or Customer’s customer. Such safety precautions shall include, but not be limited to, the use of proper materials, tools, equipment and other safeguards, as appropriate.
  4. For performance by Seller in the United States, Seller and Seller’s personnel shall also comply with all applicable rules, regulations and orders of the Occupational Safety and Health Act of 1970 (P.L. 91–596, 29 USC 651-678), as amended, and all applicable safety laws, rules, regulations and orders of the United States and the State wherein an Order is being performed. For performance outside of the United States, Seller and Seller’s personnel shall also comply with all applicable laws and all applicable safety laws, rules, regulations and orders of the jurisdiction in which an Order is being performed. Seller agrees to defend, hold harmless, and indemnify Customer from and against any noncompliance by Seller with any of the above laws, rules, regulations, and orders, as may be applicable.
  5. If this Award or any Order issued subject to it requires Seller’s personnel to enter Customer’s or Customer’s premises, Seller agrees to have its personnel engaged in the performance of Services hereunder, report to Customer’s plant at times to be specified by Customer , at Seller’s expense (unless otherwise herein specified), for attendance at a training session or sessions concerning Customer’s or its customer’s standards and procedures relating to on-site rules of behavior, work schedule, security procedures and any other standards and procedures adhered to by Customer’s or its customer’s employees.
  6. All Seller employees and representatives needing regular, free and unescorted access to NGSC facilities to perform the Services must be badged by Security as “long-term visitors.” A prerequisite to any such badging is the completion and favorable adjudication of a Background Investigation (“BI”) of equivalent scope to that required of Customer’s employees performed in the applicable country and subject to local laws. If the BI is performed by Seller, Seller must certify compliance with investigative scope and favorable content.

1. **PLANT SECURITY AND SAFETY.**
2. If this Agreement or Order placed under this Agreement requires Seller’s personnel, including its employees and subcontractors (“Seller Engaged Personnel”), to enter premises which are owned, operated or managed by Customer or its customer, Seller shall (1) comply with all safety rules and requirements as may be prescribed by Customer or Customer’s customer, as well as the laws applicable where such premises are located; and (2) take such additional precautions as Customer may reasonably require for safety and accident prevention purposes, including safety training. Seller agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Seller, US Government, and Customer personnel performing or in any way coming in contact with Seller’s performance of this Agreement. Any violation of such rules and requirements, unless promptly corrected as directed by Customer, shall be grounds for termination of this Agreement in accordance with the Termination for Default clause herein. Seller Engaged Personnel, including delivery personnel, may not bring firearms, cameras, alcohol, illegal drugs, or unauthorized passengers onto any Customer premises, nor bring matches or lighters into Customer secured areas.
3. Seller is responsible for ensuring that Seller Engaged Personnel entering premises which are owned, operated or managed by Customer or its customer (1) are properly badged and made aware of applicable security requirements, and (2) at all times display identification badges approved by Customer. Seller is required to notify Customer whenever it terminates any Seller Engaged Personnel issued a badge by Customer, a Customer badge is lost, or if a problem arises involving Customer’s security requirements. Seller Engaged Personnel obtaining a badge must be capable of reading and understanding Customer’s processes and procedures relevant to duties that Seller Engaged Personnel is to perform on Customer’s premises. Exceptions for work performed in non-explosive areas require Customer’s advanced written approval.
4. **CONFLICT OF INTEREST.**

Seller warrants that no conflict of interest exists between the Services to be provided under this Award and Seller’s other activities. Seller shall immediately advise Customer of any such conflict of interest or potential conflict of interest which arises during performance of this Award or any related Orders.

1. **RELATIONSHIP OF THE PARTIES**

The relationship of Seller to Northrop Grumman shall be that of an independent contractor and nothing herein contained shall be construed as creating any employer/employee, agency, or other relationship of any kind. Seller’s employees, agents or representatives (hereinafter “Employees”) performing Services under this Agreement or any Order issued subject to it shall at all times be under Seller’s direction and control. Seller shall pay all wages, salaries, and other amounts due its Employees in connection with this Agreement or any Order issued subject to it and shall be responsible for all reports and obligations for its Employees, including, but not limited to, social security and income tax withholdings, unemployment compensation, worker’s compensation, and equal employment opportunity reporting. Under no circumstances shall Seller be deemed an agent or a representative of Customer or authorized to commit Customer in any way.

1. **PERFORMANCE.**
2. Seller shall ensure that all Services performed under this Award or any Order issued subject to it meet the performance criteria of the assigned tasks as set forth in in this Award. Any Service supplied by an employee of Seller that fails to meet the performance criteria of the assigned task, or if the individual Seller employee is determined to be unqualified to perform the task in any way, as evidenced by good and sufficient reasons on the part of Customer, Customer may, at its option and discretion, require Seller to have such services re-performed or corrected.
3. The Seller shall indemnify and hold the Customer harmless against any claims, losses, liabilities, or damages of any kind whatsoever sustained by the Customer as a result of Seller’s breach of the foregoing warranty.
4. If at any time it appears to Seller that it may not meet any of the performance schedules or the scheduled completion date of the Services to be performed for any reason , including labor disputes, Seller shall immediately by verbal means (to be confirmed in writing) notify Customer of the reasons for and the estimated duration of such delay. If requested by Customer, Seller shall make every effort to avoid or minimize the delay to the maximum extent possible including the expenditure of premium time. Any additional cost caused by these requirements shall be borne by Seller, unless the delay in performance arises out of causes beyond the control and without the fault or negligence of Seller or its subcontractors The foregoing requirements are in addition to any of Customer’s other rights and remedies as may be provided by law or this Agreement.
5. **DEFECTIVE WORK. Reserved**
6. **WARRANTY.**
7. Seller warrants, at the time of delivery to Customer, that the Services covered by this Award or any Order issued subject to it will conform to the design, specifications, drawings, samples or other descriptions referred to in this Award or any Order issued subject to it, will be free from defects in material and workmanship, will be free from all liens and encumbrances. Xerox will perform the Services in accordance with the Award and any applicable Order in a professional and workmanlike manner by Xerox personnel with appropriate training, experience and skill.
8. Seller warrants that Services provided under this Award or any Order issued subject to it shall not infringe upon the rights of any third party, and that Seller is subject to no agreement which in any manner would interfere with Customer’s intellectual property rights as described in the Infringement Indemnification Section 22 B of this Award, which shall be Customer’s sole and exclusive remedy for any breach of the warranty in this subparagraph.
9. Xerox’s standard Equipment warranties, if any, in effect in the country of delivery at the time of delivery will apply, but such warranties will apply only in the country where the Equipment is initially installed. Any warranty to which Customer is entitled shall commence upon the Date of Installation. Use by Customer of consumables not approved by Xerox that affect the performance of the Equipment may invalidate any applicable warranty. For Products provided to Customer, to the maximum extent permitted by applicable law, the express warranty provided for such Products by the original equipment manufacturer (“OEM”) shall apply in lieu of all other warranties otherwise expressed or implied, therefore and Seller disclaims, and CUSTOMER waives, all other warranties for such Products, including, but not limited to, ANY IMPLIED WARRANTY OF MERCHANTABILITY and fitness for a particular purpose and non-infringement Except as Such non-infringement warranty may be specifically provided herein.
10. The warranties and guarantees set forth in this Section of the Award are expressly conditioned upon the use of the Services and Products for their intended purpose in the systems environment for which they were originally designed and shall not apply to Services or Products which have been subject to misuse, accident, alteration or modification by Customer or any third party (except as specifically authorized in writing by Xerox).
11. **SUSPECT/COUNTERFEIT PRODUCTS AND PARTS.**

The following provision applies only to Products, including any components or parts thereof that have been provided directly from Xerox. Seller certifies that all Products, including any components or parts thereof, furnished in response to any Order issued hereunder will be genuine products authorized by the Manufacturer and are entitled to the full Manufacturer's warranty and service including any related software. Seller represents and warrants that it has policies and procedures in place to ensure that none of the Products, or parts thereof, furnished under an Order subject to this Award are or contain “suspect/counterfeit parts” and certifies, to the best of its knowledge and belief, that no such Products or parts thereof have been or are being furnished to Northrop Grumman by Seller.  “Suspect/counterfeit Products or parts” are Products or parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case.  They also include refurbished Products or parts, complete with false labeling, that are represented as new or that are designated as suspect by the U.S. Government, such as those listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP).  If Northrop Grumman suspects that Seller has supplied suspect/counterfeit Products or parts to it, Northrop Grumman shall promptly notify Seller, the parties shall discuss the issue and, as deemed necessary by Customer, Seller shall immediately replace the suspect/counterfeit Product or part with a replacement acceptable to Northrop Grumman.  Notwithstanding any other provision contained herein, Seller shall be liable for all costs incurred by Northrop Grumman to remove and replace the suspect/counterfeit Product or part(s) thereof, including without limitation Northrop Grumman’s external and internal costs of removing such a counterfeit Products or parts, of reinserting replacement items and of any testing necessitated by the reinstallation.  Seller’s warranty against suspect/counterfeit Products and parts shall survive any termination or expiration of this Award and any Order issued hereunder.Notwithstanding the foregoing, Equipment and parts will be “factory processed” unless otherwise indicated in an Order. “Factory processed” Equipment will contain new and remanufactured, reconditioned or used parts, warranted by Xerox to be equivalent in performance to new parts when used in the Equipment and shall not be considered suspect or counterfeit parts.

1. **INSURANCE**

Seller and its subcontractors shall, at their sole cost and expense, procure and maintain the following insurance requirements during the term of this Award and any outstanding Order:

Employer Liability

$1,000,000.00

General and Product Liability (Professional Liability, as applicable)

Bodily Injury and Property Damage

$2,000,000.00 Combined Single Limit (CSL)

Automobile Liability

Bodily Injury and Property Damage

$2,000,000.00 Combined Single Limit (CSL)

Workers’ Compensation

Insurance coverage as required by the laws of the state in which the work is performed and such insurance shall provide waiver of subrogation in favor of Northrop Grumman.

All Seller insurance shall be primary regarding Seller’s performance of this Award and related Orders. As evidence of the above insurance coverage and before commencing its performance of the work, Seller shall provide a certificate of insurance to Northrop Grumman. The certificate shall include a provision for a thirty (30) day cancellation notice to Customer. Notwithstanding the obligation of Seller to name Customer as an additional insured, under certain insurance policies, it is specifically understood and agreed that said insurance only covers Northrop Grumman for the negligent acts or omissions of Seller, and does not, under any circumstances, cover Customer for the negligent acts of omissions of Customer’s officers or employees.

1. **INDEMNIFICATION**

A. Customer (including its Affiliates or Subsidiaries, as applicable) and Xerox, at its expense, if promptly notified by the other and given the right to control the defense, will defend the other (including its directors, officers, employees and agents) from, and pay any settlement agreed to by the indemnifying party or any ultimate judgment for, all claims by third parties for personal injury (including death) or tangible property damage to the extent proximately caused by the willful misconduct or negligent acts or omissions of the indemnifying party, its employees or agents in connection with this Award or an Order entered into hereunder. The indemnifying party is not responsible for any litigation expenses or settlements of the other party unless the indemnifying party pre-approves them in writing.

B. Xerox, at its expense, if promptly notified by Customer (or its Affiliate or Subsidiary, as applicable) and given the right to control the defense, will defend Customer (including its directors, officers, employees and agents of Customer and those of any of its Affiliates and Subsidiaries, as applicable) from, and pay any settlement agreed to by Xerox or any ultimate judgment for, any claim not identified in i. below or subject to C. below that any Services infringe or otherwise violate a third party’s intellectual property rights. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing.

i. Excluded from such indemnification are claims arising from or relating to: (A) Services performed using Customer Assets and/or Customer Content for which Customer failed to provide to Xerox sufficient rightsif such failure forms the basis for such claim; (B) Services performed, or Products provided, to Customer’s specification or design if such misuse or unauthorized modification forms the basis for such claim, (3) infringement directly caused by Customer’s misuse or unauthorized modification of any Xerox-provided systems or product if such misuse or unauthorized modification forms the basis for such claim; (4) use of Services in combination with other products or services or data streams not provided by Xerox or reasonably contemplated by the Parties for use in connection with the Services if such combination forms the basis of such claim; (5) Customer’s failure to use corrections or enhancements to the Services provided by Xeroxif such claim would have been avoided by use of such corrections or enhancements, or (6) Customer’s provision to Xerox of material for duplication in violation of the copyright of a third party.

ii. If the use of any of the Services is enjoined as a result of a claim under this Section, or, in the reasonable opinion of Xerox, is likely to be the subject of such a claim, Xerox will, at its option and its sole expense, exercise any or all of following remedies: (1) obtain for Customer the right to continue to use such Services; (2) modify such Services so they are non-infringing and in compliance with the SOW; (3) replace such Services with non-infringing ones that comply with the SOW; or (4) in the event that none of the foregoing remedies are available, terminate such infringing Services, accept the return of such infringing Products and refund to Customer any amount paid for the infringing item, less net benefits realized.

C. Customer, at its expense, if promptly notified by Xerox and given the right to control the defense, will defend, indemnify and hold Xerox (including its directors, officers, employees and agents) harmless from, and pay any settlement agreed to by Customer or any ultimate judgment for, all claims by third parties for breach of the warranties in Section 31A arising out of or related to (i) performance of Services using Customer Assets, Customer Content or other materials pursuant to Customer’s written direction, if such Customer Assets, Customer Content or other materials form the basis for such claim, and (ii) with respect to any claim that the reproduction of Customer Content or materials at Customer’s written direction infringe a third party’s intellectual property rights. Customer’s obligation to indemnify shall not apply to the extent that there is a final determination of misconduct or negligence on the part of Xerox and/or any of its directors, officers, employees or agents for said infringement. Customer is not responsible for any non-Customer litigation expenses or settlements unless Customer pre-approves them in writing.

1. **REPRESENTATION OF NO GRATUITIES.**

Seller represents and warrants that neither it nor any of its employees, agents or representatives have offered or given, or will offer or give, any gratuities to Customer’s employees, agents or representatives for the purpose of securing this Award or any Order issued thereunder or to secure favorable treatment.

1. **LIMITATION OF LIABILITY/ STATUTE OF LIMITATIONS.**

A. Neither Party (including its Affiliates) shall be liable to the other, in the aggregate, under this Award and any Order, for any direct damages in excess of the amounts paid by Customer to Seller under this Award and Orders (collectively) during the twelve (12) months prior to any claim(s) pursuant to such Order under which the claim(s) arose or five million dollars ($5,000,000.00), whichever is greater, and neither Customer (including its Affiliates) nor Xerox (and its Affiliates) shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Award or Orders entered hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

B. The dollar limitation on liability and disclaimer of consequential damages in the preceding subsection shall not be applicable to any specific indemnification obligations (excluding Seller’s obligations under Section 17 B (Performance) and Section 13 D (Seller’s Employees)) set forth in this Agreement, breaches of confidentiality or security or privacy obligations, claims for infringement, or theft of trade secrets.

1. **TERMINATION FOR CONVENIENCE.**
2. Northrop Grumman agrees not to terminate this Corporate Award for convenience, during the first twelve (12) months after the Effective Date. Thereafter, and except as otherwise set forth in an Order or a Country Participation Agreement, Northrop Grumman reserves the right to terminate this Award, or any Order issued thereunder for its convenience, upon forty five (45) days written notice to Seller specifying the extent of termination and the effective date. Upon receipt of such written notice, unless otherwise directed by Northrop Grumman, Seller shall immediately stop all work and immediately cause any and all of its Sellers and subcontractors to cease work. In the event of termination of this Award, Order, or Country Participation Agreement, Seller shall be paid the applicable early termination fees set forth in this Award, Exhibit B, Order or Country Participation Agreement. Seller shall not be paid for any Work performed or costs incurred which reasonably could have been avoided.
3. Except as otherwise set forth in the Award, Order or Country Participation Agreement regarding payment of any early termination fees, in no event shall Northrop Grumman be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Order price. Seller's termination invoice shall be submitted within ninety (90) days from the effective date of the termination.
4. Seller shall continue to perform all of the requirements of this Award and any Orders issued thereunder to the extent not specifically terminated.
5. **TERMINATION FOR DEFAULT.**
6. Except as otherwise set forth in the Award, an Order or a Country Participation Agreement, Northrop Grumman may, by written notice to Seller, immediately terminate this Award and any Order issued thereunder for Seller’s default:
   1. if Seller fails to perform any provision of this Award or any Order issued thereunder and within thirty (30) days after receipt of notice from Northrop Grumman specifying the failure, Seller does not cure the failure or provide Northrop Grumman with a written detailed plan adequate to cure the failure if such failure reasonably cannot be cured within such thirty (30) days and such plan is acceptable to Northrop Grumman;
   2. in the event of Seller's bankruptcy, suspension of business, insolvency, appointment of a receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of its creditors.
7. Seller shall continue to perform all of the requirements of this Award and any Orders issued thereunder to the extent not specifically terminated.
8. Seller may terminate this Agreement or any affected Order hereunder upon thirty (30) days written notice in the event of a material breach by Customer of its obligations under this Agreement (including non-payment by Customer which shall constitute a material breach), if the Customer fails to cure the breach within thirty (30) days after receipt of written notice from Xerox specifying such material breach. However, should such uncured breach be applicable to a particular Order, then said termination shall apply only to such Order.
9. If Customer (including any Affiliates involved in performance of a material portion of this Agreement): (i) becomes insolvent; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing its inability to pay its debts as they become due; (iv) has a receiver appointed for its assets; or (v) has any significant portion of its assets attached; (“Insolvent Party”) then Xerox may, by giving written notice thereof to such Insolvent Party, terminate this Award as of a date specified in such notice of termination. The termination of this Award pursuant to the preceding sentence shall not affect the obligations of either Party pursuant to any then-existing Order entered under this Award, and each said Order shall continue in effect as though this Award had not been terminated and was still in full force and effect, provided that, Xerox may request prepayment.
10. **EFFECT OF TERMINATION.**

In the event this Award or an Order hereunder is terminated, the following shall apply:

1. Continuing Effect of Award. If a particular Order is terminated hereunder, this Award and the remaining Orders shall remain in full force and effect until they are terminated or expire.
2. Outstanding Charges. All outstanding Charges plus applicable Transaction Taxes and other sums owed to Xerox under the terminated Order including any early termination charges or fees due thereunder, shall immediately be paid to Xerox.
3. Confidential Information. Except as otherwise set forth herein, all Confidential Information belonging to the other Party disclosed in connection with the terminated Order shall be returned or destroyed in accordance with Section 30 (INFORMATION OF CUSTOMER AND SELLER).
4. Removal of Equipment. Xerox or its agents shall be responsible at its own risk, for removing any Equipment, Xerox Tools, or Software from Customer’s Facilities. Customer shall provide reasonable access with respect to such removal.
5. **SUBCONTRACTING.** 
   1. Seller shall not subcontract the Services, or for the design or procurement of the whole or any major component (major component means onsite support) hereunder, without the authorization of Customer. The authorization process will result in a NGSC badge.
   2. Use of Subcontractors. Except as provided in Section 28(C) below, Xerox shall not subcontract any of its responsibilities under this Agreement without Customer’s prior written approval.
   3. Shared Subcontractors. Xerox may, in the ordinary course of business, subcontract (i) for third party services or products that are not exclusively dedicated to Customer and that do not include the provision performance of Services at Customer’s Facilities or (ii) with temporary personnel firms for the provision of temporary contract labor (collectively, “Shared Subcontractors”); provided, that such Shared Subcontractors possess the training and experience, competence and skill to perform the work in a skilled and professional manner and, for performance in the United States, they are US Persons.
6. **FORCE MAJEURE OR EXCUSABLE DELAYS.**

Customer nor Seller shall be liable for any failure to perform due to any cause beyond its reasonable control and without its fault or negligence. Such causes include, but are not limited to: (1) acts of God or of the public enemy; (2) acts or failure of any government in either its sovereign or contractual capacity; (3) fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, nuclear incident, or any other act or event beyond reasonable control and without the fault of either Party or its subcontractors. In the event that performance of this Agreement is hindered, delayed, threatened to be delayed, or adversely affected by causes of the type described above, then the Party whose performance is so affected shall immediately notify the other Party’s authorized representative in writing, including all relevant information with respect thereof, and shall likewise notify promptly of any subsequent change in the circumstances, and at Customer’s sole option, this Agreement shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of such cause or this Agreement may be terminated for convenience. Furthermore, the party suffering a Force Majeure Event will use reasonable efforts to mitigate the effects of such Force Majeure Event and shall fulfill their obligations under this Agreement as soon as practicable.

1. **INFORMATION OF CUSTOMER AND SELLER.**

Unless expressly stated otherwise herein, the exchange of information under this Agreement and any Order(s) placed under this Agreement shall be governed by this Agreement and, in particular this Clause, which supersedes any prior agreement between Customer and Seller to protect information relating to the purpose of this Agreement.

1. Definitions
2. “Information” shall mean information disclosed by the Parties to support their performance under this Agreement.
3. “Proprietary Information” shall mean Information which (i) is provided or otherwise made available by one Party (hereinafter the "Disclosing Party") to the other Party (hereinafter the "Receiving Party"); and, (ii) is marked proprietary or bears a marking of like import and includes any information marked with a restrictive legend as prescribed in DFARS 252.227-7013 or 252.227-7014 or in FAR 52.227‑14, all Customer Content provided to Seller to provide Services, Maintenance Services or Equipment shall be considered Proprietary Information of Customer, even if such Information does not bear a proprietary marking. Information accessed or made available in electronic form shall be considered Proprietary Information if: (A) any display of the Information also displays a proprietary legend or (B) if such Information is accessed or made available to the Receiving Party via a secure website or portal. Orally or visually disclosed Information shall be deemed Proprietary Information only if identified as proprietary at the time of disclosure and summarized and confirmed in a written and labeled description delivered to the Receiving Party within thirty (30) days.
4. The Receiving Party shall hold all Proprietary Information in confidence and restrict disclosure thereof to only its employees, contract labor and agents who have a need to know so that either Party may perform its obligations under this Agreement and are under obligations to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement.
5. The Receiving Party agrees to use the Disclosing Party’s Proprietary Information only for purposes necessary for performing this Agreement, without first obtaining the Disclosing Party’s written authorization. The Receiving Party shall not divulge or use Proprietary Information for the benefit of any other party. Except as required for the efficient performance of this Agreement, except in the course of Customer initiated copying, scanning or printing requests the Receiving Party shall not make copies or permit copies to be made of the Disclosing Party’s Proprietary Information without the prior written consent of Disclosing Party. The Receiving Party shall make no use, either directly or indirectly, of any Proprietary Information or any information derived therefrom, except in performing this Agreement, without obtaining The Disclosing Party’s written consent.
6. **Exceptions.**  The Receiving Party shall not be liable hereunder for use or disclosure of Proprietary Information which occur after such Proprietary Information:
7. is or becomes publicly known through no wrongful act of the Receiving Party; or
8. is known to or in the possession of the Receiving Party without restriction on disclosure or use through no wrongful act of the Receiving Party, as evidenced by competent proof; or
9. is rightfully received by the Receiving Party from a third party without restriction and without breach of this Agreement; or
10. is independently developed by the Receiving Party without the use of or reference to the Proprietary Information
11. In addition, the Receiving Party shall not be liable hereunder for use or disclosure of Proprietary Information if such Proprietary Information is disclosed to satisfy a legal order by a court of competent jurisdiction or United States Government (U.S.G.) action; provided, however, that the Receiving Party shall first advise the Disclosing Party within sufficient time prior to the disclosure so that Disclosing Party has the opportunity to seek appropriate relief from the court or governmental order, and provided further that the Receiving Party shall disclose only those portions of the Proprietary Information legally required to be disclosed and request confidential treatment of the Proprietary Information by the court or governmental entity.
12. Neither the existence of this Agreement nor the disclosure hereunder of Proprietary Information or any other information shall be construed as granting expressly, by implication, by estoppel or otherwise, a license under any invention or patent now or hereafter owned or controlled by the disclosing party, except as specifically set forth herein.
13. The receiving Party agrees that the Disclosing Party’s Information is valuable and unique, and that the loss resulting from unauthorized disclosure thereof may cause irreparable injury to the Disclosing Party, which may not be adequately compensated in money damages. The Receiving Party, therefore, expressly agrees that the Disclosing Party may seek injunctive and/or other equitable relief, in addition to any other remedies available to the Disclosing Party for breach of this clause.
14. A Party’s obligations with respect to information or data disclosed hereunder prior to the performance in full, termination or cancellation of this Agreement shall not, except as expressly set forth herein, be affected by such performance in full, termination, or cancellation.
15. Xerox may disclose Customer’s Proprietary Information to its subcontractors as required for the performance of any Order, provided that each such subcontractor first assumes by written agreement substantially the same obligations imposed on Xerox under this Agreement relating to such Proprietary Information and Xerox shall remain responsible and liable for each such subcontractor’s compliance with and breach of such obligations.
16. **INTELLECTUAL PROPERTY**
17. CUSTOMER CONTENT AND CUSTOMER ASSETS. Customer represents and warrants that it has the right to authorize Xerox to perform the Services in the Corporate Award and any Order entered under it. Customer represents and warrants that, to its knowledge, the Customer Content does not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) when used as authorized by Customer under this Agreement, infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right. Seller’s rights as described in the Infringement Indemnification Section 22 C of this Award shall be Seller’s sole and exclusive remedy for any breach of the warranties in this subparagraph.

Customer grants Xerox a non-exclusive, non-transferable, non-assignable, fully paid up license during the term of this Agreement to use, display and reproduce Customer Content and Customer Assets solely as authorized by Customer in an Order or otherwise in writing and solely as necessary for Xerox to perform under this Agreement. Xerox shall comply with all Customer instructions and all license restrictions and other terms and conditions of any third party agreements relating to the Customer Content or any Customer Assets. Customer and its licensors shall at all times retain all rights to the Customer Content, Customer Assets and Customer IP and, except as expressly set forth in this subsection (A), no rights to Customer Content, Customer Assets or Customer IP are granted to Xerox. Xerox agrees not to decompile or reverse engineer any Customer IP provided to it under this Agreement.

1. Xerox IP. Xerox, its employees, agents, subcontractors and/or licensors shall at all times retain all rights to the Xerox IP and, except as expressly set forth herein, no rights to Xerox IP are granted to Customer.
2. OUTPUT OF SERVICES. Output of Services is the sole and exclusive property of Customer, and Xerox shall gain no rights therein, except as may be required for Xerox to perform Services pursuant to the Corporate Award and the Exhibits. To the extent that the Output of Services may incorporate any Xerox IP, Xerox grants Customer a non-exclusive, perpetual, fully paid-up, worldwide right to use, reproduce, create derivative works of, display, and distribute within Customer’s organization the Xerox IP only as required for use of the Output of Services for Customer’s customary business purposes and for the purpose set forth in the Corporate Award and the applicable Order and not for resale, license and/or distribution outside of Customer’s organization.
3. LIMITED USE GRANTS. Xerox grants Customer a non-exclusive, perpetual (subject to revocation for default under this Agreement), fully paid-up, worldwide right to use, display and reproduce Xerox IP and Documentation only as required for use of the Services for Customer’s customary business purposes, and not for resale, license and/or distribution outside of Customer’s organization. Customer agrees not to decompile or reverse engineer any Xerox IP provided to Customer under this Award.
4. THIRD PARTY SOFTWARE. Third Party Software and, if applicable, support therefore, is provided pursuant to the terms of the third party’s customary end user license agreement and/or support agreement.
5. LIMITED SUBLICENSE GRANTS. Customer may not sublicense any rights granted hereunder, but may authorize a third party (“Customer Designee”) to use any of the rights granted to Customer under this Agreement, but only for the benefit of Customer and Customer’s internal business purposes. Customer agrees that any Customer Designee operating or maintaining the delivered solution at a Site shall be subject to written confidentiality obligations with respect to Confidential Information that shall be no less restrictive than those set forth in this Agreement.
6. LIMITED LICENSE TO ASSESSMENTS. Customer may duplicate and distribute Assessments only for Customer’s internal business purposes. Any recommendations, assessments and processes described in Assessments may only be implemented by Xerox for Customer and, if implemented, used by Customer only for Customer’s internal business purposes.
7. NO GRANTS TO OTHER PARTY. Each Party agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to the other party. Further, the rights granted to a party under this Section shall immediately terminate if the party receiving the granted rights defaults hereunder with respect to any of its obligations related to such grant.
8. Xerox Tools. The Xerox Tools may be used by Xerox to provide certain Services under the Corporate Award and the Exhibits. XDM and XSM will be installed and operated only by Xerox or its authorized agents on Customer’s network and Customer agrees that neither Customer nor its agents or subcontractors shall have any rights to use, access or operate any of the Xerox Tools except solely (and in the case of Customer only) to the extent that use, access or operation is strictly necessary exclusively for the purposes of maintenance of Customer’s servers or for Customer to use or receive the benefit of the Services, and provided such use, access or operation is under the oversight of a Xerox technician or support individual. Customer will have access to data and reports generated by the Xerox Tools that are stored and accessible in a database provided by Xerox to the extent set forth in the Award. Customer acknowledges that ownership of and title to the Xerox Tools shall at all times remain solely with Xerox and/or Xerox licensors. All Xerox Tools may be removed by Xerox at Xerox’s sole discretion, provided, however that any such removal will not alter Xerox’s obligations to provide Services as set forth in Award. Upon written request by Xerox, Customer will provide reasonable access to Customer Facilities to enable Xerox to remove any Xerox Tools installed at such Customer Facility upon termination or expiration of any Services under Award or any Order where Xerox utilizes Xerox Tools. Customer acknowledges that upon termination or expiration of this Award or an applicable Order (and any applicable termination assistance period), Customer receives no rights to the Xerox Tools. Notwithstanding the foregoing, Customer shall continue to have access to and the right to use to all data and reports generated by the Xerox Tools and provided to Customer during the term of this Award and at all times after expiration or termination of this Award for any reason.
9. **RELEASE OF INFORMATION AND ADVERTISING.**
10. Neither Party shall without prior written consent of the other Party, make any disclosure, news release or public announcement, denial or confirmation of same, of any part of the subject matter of this Award or Order(s) or in any manner advertise or publish the fact that Seller has supplied or contracted to supply to Northrop Grumman the Products mentioned herein. Disclosure to authorized Government sources is exempt from this restriction unless otherwise indicated herein.

B. Northrop Grumman shall not be prohibited from providing copies of the Award to Federal and State taxing or other regulatory agencies as requested by either Northrop Grumman’s or government auditors to comply with auditing procedures, provided that such auditors have agreed to protect the contents of the Award as confidential or proprietary information in accordance with Section 30, INFORMATION OF CUSTOMER AND SELLER, of this Agreement.

1. **PRIVACY - PROCESSING OF PERSONAL INFORMATION.**

**(Applicable Only to the Processing of Personal Information)**

1. Definitions
   * + 1. “Affiliate” means any person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Customer.
       2. “Controller” means any Person or organization that, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
       3. “Personal Information” means any information relating to an identified or identifiable Person, including, but not limited to name, postal address, email address or other online contact information (such as an online user ID), telephone number, date of birth, social security number (or its equivalent), driver’s license number (or other government-issued identification number), account information (including financial account information), payment card data (primary account number, expiration date, service code, full magnetic stripe data or equivalent on a chip), personal identification number, access code, password, security questions and answers, security tokens used for authentication, birth or marriage certificate, health insurance or medical information, or any other unique identifier or one or more factors specific to the individual’s physical, physiological, mental, economic or social identity, whether such data is in individual or aggregate form and regardless of the media in which it is contained, that may be (i) disclosed at any time to Seller or its Personnel by Customer or its Personnel in anticipation of, in connection with or incidental to the performance of Services for or on behalf of Customer; (ii) Processed at any time by Seller or its Personnel in connection with or incidental to the performance of Services for or on behalf of Customer; or (iii) derived by Seller or its Personnel from the information described in (i) or (ii) above.
       4. “Personnel” means employees, agents, consultants or contractors of Seller or Customer, as applicable.
       5. “Privacy Shield” means the European Union (EU) -U.S. and Switzerland – U.S. Privacy Shield frameworks.
       6. “Processor” means any Person or Entity that Processes Personal Data on behalf of a Controller.
       7. “Process” or “Processing” means any operation or set of operations performed upon Personal Information, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.
       8. “Sell,” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a Personal Information to another business or a third party for monetary or other valuable consideration.
2. Seller shall hold in strict confidence any and all Personal Information.
3. Unless Customer elsewhere in this agreement recognizes Seller to be a Controller, Customer shall have the exclusive authority to determine the purposes for and means of Processing Personal Information.
4. In Processing Personal Information, Seller shall comply with all applicable laws in effect and as they become effective relating to its provision of services under this Order and the privacy, confidentiality or security of Personal Information.
5. Seller shall Process Personal Information only on behalf and for the benefit of Customer and only for the purposes of Processing Personal Information in connection with this Order, and will carry out its obligations pursuant to this Order and in accordance with Customer’s written instructions. **Seller shall not Sell Personal Information**.
6. Seller shall limit access to Personal Information to its Personnel who have a need to know the Personal Information as a condition to Seller’s performance of Services for or on behalf of Customer, and who have explicitly agreed in writing to comply with legally enforceable privacy, confidentiality and security obligations that are substantially similar to those required by this clause. Seller will exercise the necessary and appropriate supervision over its relevant Personnel to maintain appropriate privacy, confidentiality and security of Personal Information. Seller will ensure that Personnel with access to Personal Information are periodically trained regarding privacy and security and the limitations on Processing of Personal Information as provided in this Order.
7. To the extent Seller Processes Personal Information received by Customer from a Person or Entity in the EU or Switzerland, Seller shall (i) provide at least the same level of privacy protection for Personal Information by Customer from the EU or Switzerland as is required by the Privacy Shield principles, (ii) promptly notify Customer if at any time it determines that it can no longer meet its obligations to provide the same level of protection as is required by the Privacy Shield principles, and (iii) take reasonable and appropriate steps to stop and remediate, as directed by Customer, the Processing of such Personal Information if at any time Customer notifies Seller that Customer has determined that Seller is not Processing the Personal Information in compliance with the Privacy Shield principles.
8. Seller will enter into any further written agreements as are necessary (in Customer’s reasonable determination) to comply with privacy laws, including with respect to any cross-border Data transfer of Personal Information, whether to or from the Seller.
9. Seller shall not share, transfer, disclose or otherwise provide access to any Personal Information to any third party, or contract any of its rights or obligations concerning Personal Information to a third party, unless Customer has authorized Seller to do so in writing, except as required by law or as required to provide the services. Where Seller provides a third party access to Personal Information, or contracts such rights or obligations to a third party, Seller shall enter into a written agreement with each third party that imposes obligations on the third party that are substantially similar to those imposed on Seller under this clause. Seller shall retain only third parties that Seller reasonably can expect to be suitable and capable of performing their delegated obligations in accordance with this Order and Customer’s written instructions.
10. To the extent Seller collects, on behalf of Northrop Grumman Affiliates in the European Economic Area (EEA) or Switzerland, Personal Information directly from Data Subjects in the EEA or Switzerland, or receives such Personal Information from Northrop Grumman Affiliates in the EEA or Switzerland for further Processing under this Agreement, Seller shall in particular (i) assist Northrop Grumman Affiliates in the EEA or Switzerland in ensuring compliance with their obligations under Regulation (EU) 2016/679 of April 27, 2016 (EU General Data Protection Regulation) regarding security of the Processing, to notify Information Security Incidents to the supervisory authority and affected Data Subjects, to carry out data protection impact assessments and consult the supervisory authority; and (ii) at the choice of Northrop Grumman Affiliates in the EEA or Switzerland, delete or return all Personal Information to Northrop Grumman Affiliates in the EEA or Switzerland after the end of the provision of the services relating to the Processing under this Agreement, and delete existing copies of the information, unless applicable law to which Seller is subject requires storage of the Personal Information.
11. To the extent Seller provides a third-party Processor access to Personal Information received by Customer from a Person or Entity in the EU or Switzerland, Seller shall (i) transfer the Personal Information to the third-party Processor only for the limited and specified purposes instructed by Customer, (ii) ascertain that the third-party Processor is obligated to provide at least the same level of privacy protection as is required by the Privacy Shield principles, (iii) take reasonable and appropriate steps to ensure that the third-party Processor effectively Processes the Personal Information transferred in a manner consistent with the Privacy Shield principles, (iv) require the third-party Processor to notify Seller if the third-party Processor determines that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield principles, and (v) upon notice, including under (iv), take reasonable and appropriate steps to stop and remediate unauthorized Processing.
12. No applicable law, or legal requirement, privacy or information security enforcement action, investigation, litigation or claim, or any other circumstance, prohibits Seller from (i) fulfilling its obligations under this Order or (ii) , complying with instructions it receives from Customer concerning Personal Information. In the event a privacy requirement, enforcement action, investigation, litigation, or claim, or any other circumstance, is reasonably likely to adversely affect Seller’s ability to fulfill its obligations under this Order, Seller shall promptly notify Customer in writing and Customer may, in its sole discretion and without penalty of any kind to Customer, suspend the transfer or disclosure of Personal Information to Seller or access to Personal Information by Seller, terminate any further Processing of Personal Information by Seller, and terminate this Order and any related order(s).
13. Seller will immediately inform Customer in writing of any requests with respect to Personal Information received from Customer’s customers, consumers, employees, or others. Seller will respond to such requests in accordance with Customer’s instructions. Seller will fully cooperate with Customer if an individual requests access to his or her Personal Information for any reason. Subject to applicable law, Seller shall follow Northrop Grumman direction with respect to any individual right exercised under applicable privacy laws (e.g., access, deletion) with respect to the Personal Information Processed under this Agreement.
14. Subject to applicable law, in the event Seller is required by law or legal process to disclose Personal Information, Seller will give immediate written notice of the disclosure to Customer, so that Customer may, in its discretion, seek a protective order or otherwise block the disclosure. Customer will have the right to defend such action in lieu of and on behalf of Seller. Seller will reasonably cooperate with Customer in such defense at Customer’s reasonable cost.
15. Seller shall develop, implement and maintain a comprehensive, written information security program that complies with all applicable laws. Seller’s information security program will include appropriate administrative, technical, physical, organizational and operational measures designed to (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Information; and (iii) protect against accidental or unlawful destruction, loss or alteration, unauthorized disclosure or access, and any other unlawful forms of Processing (hereinafter a “Privacy Incident”).
16. If the Processing involves the transmission of Personal Information over a network, Seller will implement appropriate measures to protect Personal Information against the specific risks presented by the Processing. Seller shall ensure a level of security appropriate to the risks associated with such transmission and the nature of the Personal Data Processed.
17. Seller shall immediately, but in no event later than twenty-four hours after Seller’s determination of a Privacy Incident, notify Customer in writing of any such Privacy Incident. Such notice will summarize in reasonable detail the effect on Customer, if known, of the Privacy Incident and the corrective action taken or to be taken by Seller. Seller will promptly take all necessary and advisable corrective actions, and will cooperate fully with Customer in all reasonable and lawful efforts to prevent, mitigate or rectify such Privacy Incident. The content of any filings, communications, notices, press releases or reports related to any Privacy Incident must be approved by Customer prior to any publication or communication thereof.
18. Customer reserves the right to, annually or upon a Privacy Incident, review and inspect relevant portions of Seller's information security policies, practices, and procedures.
19. Seller shall deal promptly and appropriately with any inquiries from Customer relating to the processing of Personal Information subject to this Order.
20. **DATA PROCESSING DESCRIPTION**
21. **Subject-matter and duration of the Processing:**

*Information required in support of enterprise-wide managed print service throughout the term of this agreement (initial term is three (3) years).*

1. **Nature and purposes of the Processing:**

*To support managed print device installations and removals, as well as ongoing maintenance of devices.*

1. **Types of Personal Data**

*Contact name, email address, phone number*

1. **Data Subjects**

*Customer personnel listed as a point of contact on a service ticket, or Customer personnel identified at a particular facility who will grant physical access and/or escort within the facility to Seller personnel.*

1. **INFORMATION SECURITY.**
2. Definitions
   * + 1. “Information Security Incident” means (i) any actual or potential incident involving any Information System or equipment owned or controlled by Seller that may involve Customer’s Sensitive Information, or (ii) any actual or potential unauthorized access to, use, or disclosure of Customer’s Sensitive Information.
3. “Information” means any communication or representation of knowledge such as facts, Data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.
4. “Information System” means a discrete set of Information resources that collect, process, maintain, use, share, disseminate, or dispose Information.
5. “Sensitive Information” means any Information that is collected, processed, maintained, used, shared, or disseminated in connection with this Order that warrants protection to ensure its confidentiality, integrity and availability including, but not limited to, any Northrop Grumman Proprietary Information and/or Personal Information,.
6. Reasonable and Appropriate Security Controls
   * + 1. Seller shall apply reasonable and appropriate administrative, technical, physical, organizational, and operational safeguards and operations to protect Sensitive Information against accidental and unlawful destruction, alteration, and unauthorized or improper disclosure or access regardless of whether such Sensitive Information is on Seller’s internal systems or a cloud environment.
       2. If Seller’s performance of the Order involves the transmission, storage, or processing of Sensitive Information on an Information System, Seller shall at a minimum apply the following controls:
       3. Basic Safeguarding Controls from FAR 52.204-21, regardless of whether FAR 52.204-21 applies to the Order:
          1. Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
          2. Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
          3. Verify and control/limit connections to and use of external information systems.
          4. Control information posted or processed on publicly accessible information systems.
          5. Identify information system users, processes acting on behalf of users, or devices.
          6. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to Seller information systems.
          7. Monitor, control, and protect Seller communications (i.e., information transmitted or received by Seller information systems) at the external boundaries and key internal boundaries of the information systems.
          8. Implement sub-networks for publicly accessible system components that are physically or logically separated from internal networks.
          9. Identify, report, and correct information and information system flaws in a timely manner.
          10. Provide protection from malicious code at appropriate locations within Seller information systems.
          11. Update malicious code protection mechanisms when new releases are available as appropriate.
          12. Perform periodic vulnerability scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
       4. Additional Basic Security Controls
          1. Establish and enforce security configuration settings for information technology products employed in Seller’s systems.
          2. Establish and maintain data protection processes and systems to adequately protect Sensitive Information, including pertaining to destruction methods employed, how audit and system log information is protected, and having the capability to encrypt Sensitive Information during transmission.
          3. Ensure that risks identified in scans performed under paragraph B.2(i)(o) of this clause are promptly addressed.
7. Information Security Incident Response and Notification
   1. Seller must have documented processes that address Information Security Incidents. These processes should be a set of written instructions that include, but are not limited to: detecting, responding to, and limiting the effects of an Information Security Incident.
   2. Within 72 hours of discovery, Seller will notify Customer’s Authorized Representative and Customer’s Cyber Security Operations Center (CSOC) at (877) 615-3535 of an Information Security Incident. At Seller’s expense, Seller will (i) immediately investigate any Information Security Incident, (ii) make all reasonable efforts to secure Sensitive Information and mitigate the impact of the Information Security Incident, (iii) provide timely and relevant information to Customer about the Information Security Incident on an ongoing basis, and (iv) cooperate as applicable with Customer to provide notice to affected third parties.
   3. This clause does not relieve Seller of any other applicable safeguarding requirements, remedies, or obligations regarding the protection of Sensitive Information required by this Order or local, federal, state or other governmental agencies or departments, including but not limited to FAR 52.204-21 or DFARS 252.204-7012.
8. Seller shall respond promptly and appropriately to any inquiries from Customer related to compliance with this clause to include documentation of implemented controls and processes discussed above.
9. **Access to Computing Resources**
10. Xerox acknowledges that Customer may grant certain of Xerox’s employees authorized access to Customer’s computing resources, including access to Customer’s internal network or other systems (including restricted systems), hardware or software (collectively, “Computing Resources”), in the performance of the Services under the Exhibit A – “Statement of Work”, as reasonably necessary.  Customer shall provide such access only to those U.S. Citizens or U.S persons identified by Xerox.  Under such circumstances, Xerox shall confirm the U.S. citizenship and/or nationality of such persons.  As a result of access to Customer’s Computing Resources, Xerox’s employees may have access to Confidential Information of Customer contained on, or accessible through, such Computing Resources (which may include information of Customer’s customers or other third parties who entrust such information to Customer).  Such Confidential Information may include, without limitation, methods, techniques, products, software and programs, computer systems, policies, procedures and other command media documents, costs, profits, projects, plans, business opportunities, research, development, personnel and customers, Customer or third party intellectual property (including every document, email, instant message, notation, record, diary, memorandum, or any tangible material, internal app or website or media containing such material, whether or not marked as “proprietary”).
11. Xerox acknowledges that Customer’s sole purpose in granting its employees authorized access to Customer’s Computing Resources and Confidential Information contained therein is to aid Xerox in performing the Services under this SOW and that Xerox is responsible for compliance with the obligations of this Agreement and the Statement of Work.   At a minimum, Xerox shall require each of its employees providing Services under this SOW, with access to Customer’s Computing Resources to comply with applicable confidentiality obligations for Xerox’s compliance with this Agreement.
12. Xerox agrees to require such employees providing Services under this SOW to:
    1. hold all Confidential Information encountered as a result of his/her authorized access to Customer Computing Resources in confidence in accordance with the terms of the Agreement; use Customer Computing Resources only for authorized Customer purposes (which shall include performance of the applicable Services);comply with the Customer rules and requirements with respect to such Computing Resources;
    2. acknowledge that his/her use of Customer Computing Resources shall be monitored by Customer for various purposes, including to enhance infrastructure and information security, to ensure that the network is performing properly (e.g., consistent with performance measures or service level agreements), to protect company and third-party assets and information, for insider threat detection, and to comply with applicable Customer policies and procedures; however, Customer may not access data on Xerox’s computing resources;
    3. agree that by using the Customer Computing Resources, he/she understands and consents to the following:  (i) communications and data transmitted or stored on Customer’s Computing Resources are monitored and may be intercepted or  searched at any time and for any lawful purpose by Customer or a third party, (ii) there is no reasonable expectation of privacy regarding any information passing through or stored  on Customer’s Computing Resources (subject to the terms of the Agreement governing restrictions on use and disclosure of Deliverables and Confidential Information), and (iii) communications and data that pass through or are stored on Customer’s Computing Resources may be disclosed or used for any lawful purpose (subject to the terms of the Agreement governing restrictions on use and disclosure of Deliverables and Confidential Information); and
    4. not transfer any information, including but not limited to Confidential Information, from Customer’s Computing Resources to a personal or other non-authorized computing device under any circumstances, unless authorized by Customer.
13. **COMPLIANCE WITH LAWS.**

Each party and its Affiliates shall fully comply with all applicable laws and regulations in a performance of its obligations under this Award.

For Seller’s performance in the United States, Seller warrants that it shall comply with all applicable laws, rules and regulations, including, but not limited to, the Foreign Corrupt Practices Act, 15 U.S.C. §§78 dd-1 et seq.; the Fair Labor Standards Act, 29 USC ch. 8; and the Anti-Kickback Act, 41 USC § 52 et. seq. in the performance of this Award, and Orders issued hereunder. Further, Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and warrants compliance with the Rehabilitation Act, 29 U.S.C. § 701 et. seq., including, but not limited to Section 508 (29 USC §794(d)). Where applicable, Seller agrees to provide Products which are Section 508 compliant and agrees to provide a Voluntary Product Accessibility Template® (VPAT®) to Northrop Grumman, if requested.

1. Anti-Corruption Compliance. Seller represents, warrants and covenants that:
2. It has not and will not, directly or indirectly, pay, promise, offer, or authorize the payment of any money or anything of value in connection with this Agreement to: (i) an officer, employee, agent or representative of any government, including any department, agency, or instrumentality thereof or any person acting in an official capacity thereof; (ii) a candidate for political office, any political party or any official of a political party; or (iii) any other person or entity while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of assisting Customer in obtaining or retaining business, or an improper business advantage. Without limiting the generality of the foregoing, Seller shall not directly or indirectly, pay, promise, offer, or authorize the payment of any facilitating payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance on behalf of Customer.
3. No gifts, travel expenses, business courtesies, hospitalities or entertainment of any nature have been or will be accepted or made in connection with this Agreement where the intent of was, or is, to unlawfully influence the recipient of the gift, travel expense, business courtesy, hospitality or entertainment. Seller also represents that any gifts, travel expenses, business courtesies, hospitalities or entertainment offered or provided shall meet the following conditions:
4. be permitted under the U.S. Foreign Corrupt Practices Act (FCPA) and the laws and regulations of the country in which this Agreement will be performed;
5. be consistent with applicable social and ethical standards and accepted business practices;
6. be of such limited value as not to be deemed a bribe, payoff or any other form of improper inducement or payment; and
7. be of such nature that its disclosure will not cause embarrassment for Customer.
8. Breach of any of the foregoing provisions of parts C.1 and C.2 of this clause by Seller shall be considered an irreparable material breach of this Agreement and shall entitle Customer to terminate this Agreement immediately without compensation to Seller.
9. Seller shall comply with the requirements of 41 CFR 60-1.4(a). This regulation applies to all Orders regardless of value of the Purchase Order, and Seller shall flow this clause to all lower tier Sellers. This regulation prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

For performance outside of the United States, Seller and Seller’s personnel shall also comply with all applicable laws and all applicable safety laws, rules, regulations and orders of the jurisdiction in which an Order is being performed.

1. **COMPLIANCE WITH THE NORTHROP GRUMMAN STANDARDS OF BUSINESS CONDUCT.**

Seller represents and warrants that it has read and understood the Northrop Grumman Standards of Business Conduct, available at

<http://www.northropgrumman.com/we-content/uploads/NG_Ethics_BusinessConduct_us.pdf> and that it will comply with them during the performance of this Award.

1. **TOXIC SUBSTANCES CONTROL ACT.**

Seller warrants that each and every chemical substance delivered under an Order issued under this Award shall, at the time of sale, transfer, or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 8 of the Toxic Substances Control Act (Title 15 U.S.C. §2601).

1. **CONFLICT MINERALS.**

If Seller is providing Products to Customer under this Agreement, Seller shall use commercially reasonable efforts to:

1. identify whether such Products contain tin, tantalum, gold or tungsten;
2. determine whether any such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”); and
3. perform appropriate due diligence on its supply chain in support of Customer’s obligations under the Act.

In addition, Seller shall, as soon as reasonably practicable following the completion of the calendar year, provide a completed Conflict Minerals Reporting Template, using the form found at http://www.responsiblemineralsinitiative.org/conflict-minerals-reporting-template/. If requested, Seller will promptly provide information or representations that Customer reasonably believes are required to meet Customer’s conflict minerals compliance obligations.

1. **U. S. EXPORT AND IMPORT COMPLIANCE.** 
   1. Export and Sanctions Compliance.

General. Performance of this Agreement may involve the use of or access to articles, Technical Data or software that is subject to export controls under 22 United States Code 2751 – 2799aa-2 (Arms Export Control Act) and 22 C.F.R. 120-130 (International Traffic in Arms Regulations or “ITAR”) or 50 United States Code 4801 – 4826 (Export Control Reform Act of 2018, 15 C.F.R. 730-774 (Export Administration Regulations), 50 United States Code 1701-1708, (International Emergency Economic Powers Act, as amended), and their successor and supplemental laws and regulations, or may implicate U.S. sanctions laws and regulations, including those administered by the U.S. Department of Treasury Office of Foreign Assets Control in 31 C.F.R. 500-599, and their successor and supplemental laws and regulations (collectively hereinafter referred to as the “Export and Sanctions Laws and Regulations”). Seller shall comply with any and all Export and Sanctions Laws and Regulations, and any authorization(s) issued thereunder.

* + 1. Registration.  If Seller is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Services, Seller represents that it shall maintain an active registration with the U.S. Department of State’s Directorate of Defense Trade Controls, as required by the ITAR, throughout the performance of this Agreement, and that it maintains an effective export and import compliance program in accordance with the ITAR.
    2. Seller shall not re-transfer any export-controlled articles or information (e.g. Technical Data or software) to any other non-U.S. person or entity (including Seller’s dual and/or third-country national employees) without first complying with all the requirements of the applicable Export and Sanctions Laws and Regulations. Prior to any proposed re-transfer, Seller shall first obtain the written consent of Customer. No consent granted by Customer in response to Seller’s request shall relieve Seller of its obligations to comply with the provisions of paragraph A. of this clause or the Export and Sanctions Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of paragraph A. hereinabove, nor constitute consent for Seller to violate any provision of the Export and Sanctions Laws and Regulations.
  1. Political Contributions, Fees and Commissions.

If this Agreement is valued in an amount of $500,000 or more, then in performance of this Agreement, Seller shall not directly or indirectly pay, offer or agree to pay any political contributions or any fees or commissions, in each case as defined below.

* + 1. For purposes of this clause and pursuant to 22 C.F.R. 130.6, “political contribution” means any loan, gift, donation or other payment of $1,000 or more made, or offered or agreed to be made, directly or indirectly, whether in cash or in kind, which is:

a. To or for the benefit of, or at the direction of, any non-U.S. candidate, committee, political party, political faction, or government or governmental subdivision, or any individual elected, appointed or otherwise designated as an employee or officer thereof; and

b. For the solicitation or promotion or otherwise to secure the conclusion of a sale of Defense Articles or Defense Services to or for the use of the armed forces of a non-U.S. country or international organization. Taxes, customs duties, license fees, and other charges required to be paid by applicable law or regulation are not regarded as political contributions.

* + 1. For purposes of this clause and pursuant to 22 C.F.R. 130.5, “fee or commission” means any loan, gift, donation or other payment of $1,000 or more made, or offered or agreed to be made directly or indirectly, whether in cash or in kind, and whether or not pursuant to a written contract, which is:

a. To or at the direction of any person, irrespective of nationality, whether or not employed by or affiliated with Seller; and

b. For the solicitation or promotion or otherwise to secure the conclusion of a sale of Defense Articles or Defense Services to or for the use of the armed forces of a non-U.S. country or international organization.

Seller agrees to provide prompt notification to Customer’s PCO should any offer, agreement or payment of political contributions, fees or commissions (as defined herein and pursuant to this Agreement) be made in contravention of the prohibition in this Section B.

* 1. Export Jurisdiction/Classification.

Seller shall provide the applicable Export Control Classification Number (“ECCN”) or ITAR categorization for all Products furnished by Seller to Customer, except when Seller is manufacturing to Customer’s design. The Parties acknowledge that Seller does not in its normal and usual process obtain ECCN numbers for it Products from its source of supply; provided however, if Seller is not the original equipment manufacturer, Seller shall reasonably cooperate with Customer respecting that application of the ECCN or ITAR classification information to Customer’s sub-tier items from its source of supply. Seller will include the ECCN or ITAR designation on its packing slips and shipping documentation and also provide to Customer on Customer’s request.

* 1. Import Compliance.

Both Parties shall comply with all U.S. Customs laws and regulations (e.g., 19 C.F.R.) and all other applicable U.S.G. regulations pertaining to importations of Products and materials into the United States under this Agreement. Seller shall assume all U.S. import responsibilities, to include designation as U.S. Importer of Record, Customs clearance, duty, permits, licenses, taxes, and fees for Products entering into the United States under this Agreement. Unless otherwise agreed in writing, Customer will not assume any import liabilities for Products and materials procured through this Agreement. Seller shall obtain the written consent of Customer prior to causing Products to be shipped directly (i.e., “drop shipped”) from the premises of any non-U.S. Seller to Customer’s facility.

* + 1. For Domestic Purchase Orders (Purchase orders issued to entities addressed in the United States): When applicable, Seller shall assume all U.S. import responsibilities to include designation as U.S. Importer of Record, Customs clearance, duty, taxes, and fees for goods entering into the United States. Unless otherwise agreed in writing, NGSC will not assume any import liabilities for goods procured through a domestic purchase order.
    2. For International Purchase Orders (Purchase orders issued to entities addressed in foreign countries covering goods to be imported by Customer into the U.S.) (as applicable): Specifically, without excluding other regulations, Seller shall comply with and adhere to the commercial invoice requirements detailed in 19 CFR 141 subpart F of the regulations, and provide additional information as requested by the Customer. Seller shall immediately upon discovery, notify Customer of any change to the shipment data related to product valuation, quantities shipped, country of origin, port of export and any additional information directed by the Customer. Seller will timely provide pre-alert shipping information and documentation prior to shipment arrival to the U.S. Customer will direct Seller where to send pre-alert shipping information and documentation. Pre-alert shipping documentation includes, but is not limited to, a commercial invoice, airway bill, bill of lading, and other required documentation as directed by U.S. regulations and Customer.
  1. Indemnification.

Seller shall indemnify and hold harmless Customer from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorney’s fees, arising out of claims, suit, allegations or charges of Seller’s failure to comply with the provisions of this Clause and breach of the warranty set forth in Paragraph A. Any failure of the Seller to comply with the requirement or any breach of the warranty contained in this Clause shall be a material breach of this Award.

* 1. Subcontracts.

The substance of this Clause shall be incorporated into any lower-tier subcontract or purchase order entered into by the Seller for the performance of any part of the work under this Award to the extent applicable to such lower tier subcontractor’s work hereunder.

1. **NOTIFICATION OF STATUS CHANGES.**
2. By accepting this Agreement, Seller certifies that all Seller qualification and business information, representations and certifications applicable to this Agreement remain valid. If Seller’s status under any of the applicable representations and certifications has changed, Seller must complete and submit to Customer revised representations and certifications prior to taking any action indicating acceptance as stated on the face of this Agreement.
3. Seller agrees to provide prompt notification to Customer of any event or change in circumstances that could affect Seller’s performance under this Agreement such as assignment of consent agreement, designation under U.S. or foreign sanctions laws and regulations, expiration or cancellation of ITAR registration, potential violation of Export and Sanctions Laws and Regulations (or authorizations issued thereunder), initiation or existence of a U.S.G. investigation, change in place of performance, decrease in manufacturing capacity, diminishing manufacturing sources or material shortages, increase in production requirements, labor reductions, financial or organizational conflicts of interest, and significant financial conditions requiring any of the preceding changes.
4. Sellers that have provided anti-corruption compliance due diligence information (e.g., related to Seller’s ownership and personnel, subsidiaries and third parties, including but not limited to Customer’s due diligence questionnaire, and related certifications) to a Customer representative or through Customer’s Global Trust website shall provide Customer with prompt notification and details of any changes to its owners, officers, directors or other information contained in such due diligence materials, and agrees to promptly cooperate with Customer and provide additional information reasonably requested related to such changed information. In the event of a material change to the owners, offices, directors or other information contained in the due diligence material supplied to Customer, Customer reserves the right to suspend performance under this Agreement by providing written notice to Seller in order for Customer to conduct anti-corruption due diligence upon such changed circumstances.
5. Seller shall notify Customer of any proposed change in Control within thirty (30) days prior to such event. The notice shall describe in reasonable detail the proposed transaction structure and any proposed changes to management, operations, domicile, key locations, the board of directors and/or ownership (along with a commitment to cooperate with Customer and provide additional information reasonably requested related to such proposed change in Control). Seller shall not effect a change in Control without prior, written consent from Customer, such consent not to be unreasonably withheld.  For purposes of this Agreement, “Control” means the power, directly or indirectly, to (a) vote more than fifty percent of the securities that have ordinary voting power for the election of Seller’s directors; or (b) direct, or cause the direction of, the management and policies of Seller whether by voting power, contract, or otherwise. If a Person or Entity obtains “Control” by acquiring more than fifty percent of the securities that have ordinary voting power for the election of Seller’s directors, that acquisition may be accomplished by one or multiple transfers. For purposes of this Agreement, “Person or Entity” means a natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint venture, association, company, trust, or other organization, whether or not a legal entity, and a government or agency or political subdivision of that entity.
6. Seller shall provide written notification to Customer prior to making any changes to Seller’s tooling, facilities, materials, or processes, and/or shall provide written notification to Customer upon becoming aware of any such changes by Seller’s Subcontractors at any tier, that could affect Seller’s performance under this Agreement. This requirement includes changes to fabrication, assembly, handling, inspection, acceptance, testing, manufacturing location, parts, materials, or Sellers. Seller shall notify Customer of any pending or contemplated future action to discontinue Products purchased pursuant to this Agreement and shall allow Customer to submit a forecast of expected annual usage prior to Seller finalizing its decision to discontinue the Products. Seller shall provide Customer with a “Last Time Buy Notice” at least twelve (12) months prior to the actual discontinuance. Seller shall extend opportunities to Customer to place last time buys of such Products with deliveries not to exceed one hundred eighty (180) days after the last time buy date. Seller shall flow down to Subcontractor(s) the requirements of this Clause and all other applicable flow down provisions.
7. Failure to provide the notice under this clause shall be deemed a material breach of this Agreement, for which Customer may pursue such remedies as provided for and limited herein.
8. **CUSTOMS TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) PROGRAM.**

Customer supports the U.S. Customs and Border Protection (CBP) in the C-TPAT program. This program is designed to protect the supply chain from the introduction of terrorist contraband (weapons, explosives, biological, nuclear or chemical agents, etc.) in shipments to Customer originating from off-shore of the U.S., or in drop shipments to Seller’s sub-tier Sellers, Customer’s customers or other subcontractors originating from off-shore of the U.S. Seller shipments through U.S. importers, from manufacturers in foreign countries, and brokers/freight forwarders/carriers must be with transportation companies that are C-TPAT validated by the U.S. Customs Service. In addition, Seller agrees to take such reasonable measures as may be required by Customer to ensure the physical integrity and security of all shipments under this Agreement against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, weapons or weapons of mass destruction or introduction of unauthorized personnel in transportation conveyances or containers. Such measures may include, but are not limited to, physical security of manufacturing, packing and shipping areas, restrictions on access of unauthorized personnel to such areas; personnel screening to the maximum limits of law or regulations in Seller’s or manufacturer’s country; and development, implementation and maintenance of procedures to protect the security and integrity of all shipments. Seller shall contact Customer’s PCO for assistance in identifying transportation companies that are validated under the C-TPAT program. Information about C-TPAT can be found at [www.cbp.gov.](http://www.cbp.gov/)

1. **IPv6 COMPATIBILITY.**

Northrop Grumman fully supports U.S. Government goals and objectives to use products and services that are IPv6 compliant (<http://www.antd.nist.gov/usgv6/>). When requested, Seller shall provide a “Seller's Declaration of Conformity” (SDOC) in compliance with ISO/IEC 17050:2004 to indicate that delivered devices have been tested and approved in an accredited laboratory.

1. **ASBESTOS.**

Seller shall not provide any products containing asbestos and shall submit certification to Northrop Grumman on demand that the Products sold by Seller contain no asbestos.

1. **OFFSETS.**
2. Northrop Grumman may request that Xerox support Customer’s international offset and local industrialization programs. All offset projects that Customer may propose shall be considered in good faith by Seller including negotiation of any costs and schedule impacts related to such projects. Seller acknowledges that it is Customer’s desire that benefit credits resulting from Orders under this Award be the sole property of Customer to be applied to the offset program of its choice. On specific projects, and as requested by Customer, Seller shall assist Customer in securing appropriate offset credits from the respective country government authorities.
3. **SUSTAINABILITY.**

Northrop Grumman is dedicated to obtaining products and services from Sellers that comply with all applicable Federal, state and local laws, regulations, and ordinances relating to preservation and protection of the environment, in addition to employing techniques and materials that support sustainability. To assist Northrop Grumman in maintaining its commitment, Sellers of products and services must also demonstrate the same degree of integrity from a social and environmental perspective.

The following are the minimum sustainability requirements Seller must satisfy when performing Orders issued under this Award.

1. Ensure the necessary programs are in place for continuous improvement in the key areas of sustainability.
2. Ensure that the Services provided meet the following key criteria to assist Northrop Grumman to become a more sustainable organization.
3. Develop products and services in a manner that minimizes energy and water use.
4. Utilize innovative packaging that maximizes the use of recycled materials while diminishing overall waste.
5. Minimize carbon footprints by reducing emissions, effluents, and waste-released at all of your facilities and operations.
6. **PACKAGING, PACKING, MARKING.**

Seller shall be responsible for ensuring the proper packaging, packing, and marking of Product(s) delivered hereunder in accordance with this Agreement and any instructions provided within an Order placed under this Agreement. Packaging, packing, and marking will conform to the instructions specified or provided by Customer. Seller must assure package integrity throughout the shipping cycle. Each package and pack shall provide physical, chemical, and cleanliness protection to prevent damage or deterioration of the Product during handling, shipment and storage under anticipated environmental conditions. All materials, fabrication techniques and workmanship shall conform to the requirements specified herein or, if not specified, otherwise meet or exceed good commercial quality and practice. Damage resulting from improper Product packaging will be charged to Seller. Seller must comply with all applicable carrier regulations, including National Motor Freight Classification and Department of Transportation Regulations. No extra charge for packaging or insurance shall be allowed unless specifically noted herein. Products received without proper packaging, packing, marking and/or bar coding as set forth herein may be rejected by Customer and returned to Seller at Seller’s expense.

1. **REPORTING AND METRICS.**

See Exhibit A. SOW for details on reporting requirements.

1. **ASSIGNMENT.**

This Award may not be assigned by either Party without the prior written approval of the other Party; however, this Award may be assigned by either Party without the other Party's consent, subject to the proposed assignee satisfying the non-assigning party’s credit requirements, if such assignment is to a U.S. based parent or subsidiary. Any purported assignment in violation of this section shall be void. Notwithstanding the foregoing, Xerox may assign without consent to an Affiliate, or to a third party, resident in the United States for the purposes of securitizing or factoring, provided, however, that the Affiliate or third party is not: (i) located in a country that is subject to a U.S. government embargo; (ii) listed on any U.S. government list of prohibited or restricted parties; (iii) listed on the Export.gov combined screening list (available at: https://www.export.gov/consolidated\_screening\_list or; (iv) suspended or debarred from U.S. federal contracting as identified on the EPLS (available at www.SAM.gov). Except as necessary to effectuate the purposes of this assignment clause, Seller shall not furnish or disclose Customer’s Proprietary Information to any assignee under this Order or any other person not entitled to receive any of Customer’s Proprietary Information (including this Order) until and unless authorized to do so by Customer’s Authorized Purchasing Representative.

1. **MERGERS AND ACQUISITIONS.**

In the event Northrop Grumman acquires a company that has a pre-existing contract with Seller at lower pricing than incorporated in this Award, then subject to agreement by the manufacturer(s) supporting the pre-existing contract, the Parties shall amend this Award to incorporate the lower pricing and/or better discounts in Exhibit B.

If Northrop Grumman merges with or acquires an entity or entities that have a need for Seller’s Services, Northrop Grumman and the acquired entity will be permitted to make purchases using this Award and the pricing in Exhibit B, in support of the newly acquired Northrop Grumman affiliate. If under any existing agreement with an acquired entity or entities Seller currently provides or agrees to provide substantially the same Services, Northrop Grumman and Seller will negotiate a combined Services agreement sufficient to cover the combined companies so as to avoid any disruption in service.

1. **DIVESTITURES**
2. Upon Northrop Grumman’s divestiture or sale of any affiliate, subsidiary, internal business organization or program (“Divested Entity”), Northrop Grumman may assign in whole or in part the Services that are the subject of this Award to that Divested Entity or its new owner. Upon execution of an assignment, Northrop Grumman shall have no further rights or obligations with respect to the assigned Services (with the exception of any unpaid Service fees which remain due on the effective date of such assignment) and the Divested Entity or its new owner shall become the “Customer” of record for those assigned Services.
3. In the event of a divestiture, Northrop Grumman shall be permitted to use the Services provided by Seller to provide Services for the Divested Entity during a period of transition, provided that Northrop Grumman’s use in such case is only for the Divested Entity. Once the transition period ceases, Northrop Grumman shall assign the Services to the Divested Entities as provided above.
4. For a period of twelve (12) months post-divestiture or sale, Northrop Grumman may purchase such Services under this Award on behalf of a Divested Entity or the Divested Entity shall have the right to continue to purchase such Services at the pricing and under the terms and conditions of this Award.  If a Divested Entity wishes to order from Seller directly, Seller reserves the right to require such Divested Entity to provide financial information sufficient to determine creditworthiness before accepting any orders.
5. **PROHIBITED ACTIVITIES AND CONTACTS.**
6. Activity Prohibitions. For Sellers delivering Products or performing Services outside of the U.S., unless specifically authorized in writing by Customer, Seller shall not engage in any of the following activities on behalf of Customer under this Agreement: acting as an agent of Customer; marketing or sales promotion; lobbying; freight forwarding; consulting services; performing offset (industrial participation) consulting or brokering services; acting as a distributor or reseller; or activity as a joint venture party.
7. Contact Prohibitions. For Sellers delivering Products or performing Services outside of the U.S., unless specifically authorized in writing by Customer, Seller shall not contact, either directly or indirectly, public officials of any country other than the U.S., United Kingdom, Canada, Australia, Germany, France, or Italy in furtherance of its performance on behalf of Customer under this Agreement.
8. **ANTI-TRAFFICKING IN PERSONS.**
9. Customer prohibits its employees, agents, subcontractors, and contract labor from engaging in activities that support or promote trafficking in persons, including, but not limited to, any of the following:
   * 1. Trafficking in persons, including, but not limited to the following:
        1. sex trafficking; or
        2. the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt bondage, or slavery.
     2. The procurement of a commercial sex act;
     3. The use of forced labor in the performance of company business;
     4. The use of misleading or fraudulent recruitment activities;
     5. Charging employees recruitment fees;
     6. Failing to pay for the return transportation at the end of employment for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working;
     7. Providing or arranging housing that fails to meet the host country housing and safety standards; or
     8. If required, failing to provide an employment contract, recruitment agreement, or similar work document in writing, in the individual’s native language and prior to the individual departing from his or her country of origin.
10. Seller represents and warrants that it shall abide by and comply with the requirements of this clause. Further, Seller shall require its employees, agents, contract labor and subcontractors to abide by and comply with the requirements of this clause.
11. Customer or its authorized representatives may, at any time, audit all pertinent books, records, work sites, offices, and documentation of Seller in order to verify compliance with this clause. Seller will, in all of its lower-tier subcontracts and contracts relating to this or any other Customer Purchase Order with Seller, include provisions which secure for Customer all of the rights and protections provided for within this clause.
12. Seller acknowledges that if Seller or any of its employees, agents, or contract labor engages in any of the prohibited activities in this clause, this Agreement is subject to termination.
13. Whenever Seller has knowledge, whether substantiated or not, that any actual or suspected violation of this clause has occurred, Seller shall immediately give written notice to Customer’s PCO and provide all relevant information including, but not limited to, the nature of the actual or suspected violation.
14. Seller shall provide its full cooperation during any subsequent investigation of the actual or suspected violation by Customer, Customer’s representative, or cognizant government agency. Seller’s cooperation shall include, but not be limited to, permitting inspection of its work sites, offices, and documentation, as necessary to support any investigation.
15. Seller agrees to insert the substance of this clause, including this sentence, in any lower–tier subcontract or labor contract.
16. **NOTICES.**

All notices, correspondence or other communications between the Parties regarding this Award shall be in writing addressed as set forth below or to such other address as may be designated by each Party by written notice to the other Party. All communications regarding Orders issued subject to this Award shall be prepared and addressed as provided in the Order.

**Corporate Award Communication Contacts**

**Customer: Seller:**

Northrop Grumman Systems Corporation Xerox Corporation

Name: Katie Brower

Attention: Office of General Counsel

Address: 8710 Freeport Parkway Address: 201 Merritt 7

Address: Irving, TX 75063 Address: Norwalk, CT 06856

Phone: (310) 332-4635 Phone : (203) 849-2312

E-Mail: katie.brower@ngc.com

1. **APPLICABLE LAW.**

Except where otherwise provided by local law, this Agreement and any matter arising out of, or related to, this Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of law rules. The Parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Award, as provided in Article 6 of that Convention.

Notwithstanding the foregoing, a dispute or claim under this Award involving employment, privacy/data protection, leasing, billing or invoicing issues related to non-payment or mandatory local legal requirements shall be governed and construed in accordance with the laws of the jurisdiction in which Products and/or Services are provided.

1. **DISPUTES.**
2. Any dispute that may arise under or in connection with this Award or any Order subject to this Award with respect to the rights, duties, or obligations of the Parties shall be reduced to writing, including a description of the items being disputed, and submitted for resolution to ascending levels of management of the respective Parties up to the Senior Executive of the Materiel or Procurement organization placing the subject Order, with a copy to the Northrop Grumman contact listed for this Award and Seller’s equivalent executive level employee.
3. If a dispute cannot be resolved to both Parties’ mutual satisfaction, after good faith negotiations, within ninety (90) calendar days from the date the written claim is received by the other Party, or such additional time as the Parties agree upon, in writing, either Party may bring suit exclusively in a court of competent jurisdiction located in the Eastern District of the State of Virginia. Each Party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Corporate Award or any Order subject to this Award.
4. Pending any final resolution or settlement of this dispute, Seller shall proceed diligently, as directed by Northrop Grumman, with performance of this Award and all Orders issued hereunder.
5. Nothing herein will prevent either party from seeking injunctive or other equitable relief.
6. **SURVIVABILITY.**

If this Agreement expires, is completed, or terminated, the following provisions shall survive such expiration, completion or termination and neither Party shall be relieved of its obligations contained therein to the extent applicable: Compliance with Laws; Suspect/Counterfeit Products and Parts; Disputes; U. S. Export and Import Compliance; Independent Contractor; Proprietary Information; Infringement Indemnification; Release of Information and Advertising; and Warranty.

1. **NEGOTIATED TERMS.**

All terms of this Agreement were negotiated between the Parties at arm’s length. The Parties agree that in the event a dispute arises in connection with this Agreement, the terms contained in this Agreement shall be given their plain meaning, and that no term shall be construed in favor of one Party over the other by virtue of one Party having drafted a term in this Agreement.

1. **PARTIAL VALIDITY.**

If any provision of this Award or any Order is or becomes void or unenforceable by force or operation of law, all other provisions shall remain valid and enforceable.

1. **NON-WAIVER.**

A Party’s failure at any time to enforce any provision of this Agreement or any Order shall not constitute a waiver of the provision or prejudice a Party’s right to enforce that provision at any subsequent time.

1. **HEADINGS.**

The headings and captions used in this Agreement are inserted for the convenience of the Parties and shall not define, restrict, or describe the scope or intent of this Agreement’s provisions.

1. **DATA CONTROL.**

Seller will have policies and procedures in place to protect any data that Customer provides, including destruction methods employed and how audit and system log information is protected. Customer may upon request, review Seller's applicable policies and procedures.

1. **PRODUCT VULNERABILITIES.**

Within 24 hours of either receiving notification of a potential vulnerability from the Customer or the Seller confirming a potential vulnerability in a Product provided under this Corporate Award, Seller shall notify (via email) the Customer. Seller shall provide a corrective action plan to address the issue within a reasonable time thereafter subject to the timeframes noted in Exhibit C, Service Levels Agreement. This plan should include, to the extent applicable to the particular vulnerability: identification of the specific vulnerability; steps to isolate and prevent further occurrences; replacement of the defective Product(s) or component, if applicable; and, if applicable, enhanced quality control procedures.

1. **CHAIN OF CUSTODY**

Seller represents and warrants that it has policies and procedures in place to ensure that software code used to develop product(s) has been within Seller's configuration management and control during the entire development process. Should Customer determine that Seller has supplied product(s) that have failed or do not properly function (i.e. harmful/malicious code embedded into software) due to lapses in the chain of custody, Customer shall promptly notify Seller and Seller shall at its own expense immediately replace the defective product(s) with product(s) that conform to the software documentation specifications.

1. **ENTIRE AGREEMENT.**

The terms and conditions of this Award, including all Exhibits thereto, constitute the entire Corporate Award and supersede all prior understandings, proposals, communications and awards between the Parties, whether written or verbal pertaining to the subject matter hereof.

1. **AGREEMENT ACCEPTANCE.**
2. Any additional terms proposed in Seller’s acceptance of Customer’s Purchase Order including, but not limited to, shrink-wrapped or click-through terms not specifically negotiated and identified on the Agreement, SOW, or Purchase Order which add to, vary from, or conflict with the terms herein are hereby objected to by Customer. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the Parties and may hereafter be modified only by written instrument executed by the authorized representatives of both Parties.
3. If, after acceptance of the Purchase Order or at any time during the performance of this Agreement, Seller believes that any portion of the Purchase Order is inaccurate, inconsistent or incomplete, Seller shall promptly notify Customer in writing identifying any discrepancies and requesting resolution before proceeding or continuing with the portion of the Purchase Order in question. In the event that the Seller fails to contact Customer in a timely manner to resolve said discrepancies or inconsistencies and Seller proceeds with or continues any work in question, Seller shall be deemed to have proceeded on its own accord and shall be solely responsible for any errors or omissions, including all associated cost or schedule impacts or both resulting therefrom.

**IN WITNESS THEREOF,** the Parties hereto have executed this Award by their authorized representatives.

**NORTHROP GRUMMAN SYSTEMS XEROX CORPORATION**

**CORPORATION**

BY: BY:

NAME: NAME:

TITLE: TITLE:

DATE: DATE:

**EXHIBIT A – STATEMENT OF WORK**

**[PLACEHOLDER]**

**EXHIBIT B – DEVICE MODELS AND PRICING**

**[PLACEHOLDER]**

**EXHIBIT C – SERVICE LEVEL AGREEMENT**

**[PLACEHOLDER]**

**EXHIBIT D – INFORMATION SECURITY REQUIREMENTS**



**EXHIBIT E – SMALL BUSINESS PLAN TEMPLATE**

**XEROX CORPORATION EQUAL BUSINESS OPPORTUNITY PLAN FOR THE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, HUBZONE BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS AND WOMAN OWNED BUSINESS PROGRAM**

Submitted to NORTHROP GRUMMAN (or “NGC”) by XEROX Corporation pursuant to the requirements of Corporate Award # 3793 for Managed Print Services.

I. **PURPOSE**:

This Equal Business Opportunity Plan (hereinafter called the “Plan”) is submitted in voluntary compliance with the policy of NORTHROP GRUMMAN that Small Businesses and Small Disadvantaged Businesses, Woman-Owned Businesses, Service-Disabled Veteran-Owned Businesses, and HUB Zone Businesses be given the maximum practicable opportunity to participate as subcontractors in the performance of contracts awarded by NORTHROP GRUMMAN and in compliance with requirements of the Corporate Award to achieve diversity and equality among subcontractors. This Plan covers the products and services offered by XEROX under the Corporate Award as set forth in the eMPS Statement of Work.

II. **Commitment**:

There shall be separate goals expressed in terms of dollars and percentage of total award planned to be subcontract to small, small disadvantaged, woman-owned, service-disabled veteran-owned business and HUB Zone concerns. Percentage commitment is based on proposed NG spend with Xerox and may vary based on actual contract performance. The following based on the correct method for the development of percentage and dollar spend commitment for this contract.

The direct spend commitments are expressed in terms of percentage of the total planned subcontracting dollars NOT including all in-direct spend associated with this Corporate Award. We will revisit the goals as part of the Transition to Steady State milestones as set forth in the eMPS Statement of Work.

**Total Estimated Northrop Grumman Contract Spend: $**

Total Xerox SEBP Subcontract Spend: $

SEBP Contract Participation Percent: X%\* Initial estimate: note highlight above

III. **SEBP Subcontractor & Contact Information**

IV. **Scope of Services Provided by SEBP**

V. **PLAN ADMINISTRATOR**

Director, Client Operations - will be the position within the Xerox corporate structure that will administer XEROX’s Subcontracting program.

Current Contact:

Deborah Hall

Director of Client Operations

Xerox Global Document Outsourcing

9040 Roswell Road

Atlanta, GA 30350

Tel: +1 678 795-6305

VI. **REPORTING AND COOPERATION**:

XEROX hereby agrees to submit periodic SEBP spend reports and cooperate as may be needed by the NORTHROP GRUMMAN contracting department or Contract Compliance in order to determine the extent of compliance with the plan.

# EXHIBIT F – NORTHROP GRUMMAN SUPPLEMENTAL TERMS AND CONDITIONS for international orders

**GENERAL PROVISIONS FOR ALL INTERNATIONAL COUNTRY PARTICIPATION AGREEMENTS:**

1. **DEFINITIONS**

“Customer” means the Northrop Grumman Corporation subsidiary, affiliate or entity as listed on the Country Participation Agreement.

1. **CUSTOMER AUTHORIZATION**
2. Customer’s authorized representative has sole authority to make contractual commitments on behalf of Customer, to provide contractual direction, and to change contractual requirements as defined in the Order.
3. Customer’s engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Seller’s personnel concerning the products or services hereunder. Such communications shall not be contractually binding on Customer and no such action shall be deemed to be a change under the “Changes” clause of this Order and shall not be the basis for an equitable adjustment.
4. **INVOICE AND PAYMENT** 
   1. Unless otherwise specified in the Order, Seller will refer to Customer’s invoice instructions document on the Online Automated Seller Information System (OASIS) website located at [http://www.northropgrumman.com/Sellers/OASISDocuments/SellerInvoiceInstructions.pdf](http://www.northropgrumman.com/suppliers/OASISDocuments/SupplierInvoiceInstructions.pdf) for invoicing and submission information.
   2. Payment terms will be stated in the Order. Payment due dates, including discount periods, will be calculated from the date of Customer’s Acceptance of Product(s) or Service(s) or correct invoice, whichever is later. Any applicable discount will be taken on the full amount invoiced. Customer has the right, without loss of discount privileges, to pay invoices covering Products shipped in advance of schedule on the normal maturity after the date specified for delivery. Payment shall not constitute Acceptance or approval of Products or Services rendered. At any time prior to final payment under this Order, Customer may have invoices validated. Payment of Seller’s invoices shall be subject to adjustment for any amounts found to have been improperly invoiced. Customer shall be entitled at all times to set off (a) any amount owing at any time from Seller to Customer or any of its affiliated companies; (b) any damages resulting from Seller’s default under or breach of any contract (including any purchase order and these terms); (c) any adjustment for shortage or rejection and any associated costs, against any amount payable at any time by Customer or any of its affiliated companies to Seller.
   3. Release of Financial Liability and Claims. All amounts accrued and made payable by the Customer to the Seller under this Purchase Order shall be invoiced in full no later than 180 days from the contractual end date of performance (The Limitation Period). Unless otherwise mutually agreed to by the parties, Seller hereby agrees to release and discharge the Customer, its officers, agents, and employees, successors and assigns of and from all liabilities, obligations, and claims arising out of or under this Purchase Order, where such are submitted after the stated 180 day “Limitation Period”.
   4. Payments to Seller must be made to an office or branch of a regulated bank located in the jurisdiction where the Seller maintains its principal place of business or is providing the products or services under this Order, unless prior written consent is received from Customer.
5. **CONFLICTS OF INTEREST**

Seller warrants to the best of its knowledge and belief, that no conflict or potential conflict of interest exists between the Services and Products to be provided under this Order and Seller’s other activities. Seller shall immediately advise Customer of any such conflict of interest or potential conflict of interest which arises during performance of this Order.

1. **PLACE OF PERFORMANCE**

Seller shall notify Customer in writing of any change in Seller’s name, ownership or the place of performance. Customer will instruct the Seller on formal notification actions and specific forms to submit, as necessary.

1. **BADGES AND PLANT SECURITY**

If this Order requires Seller’s personnel to enter Customer’s or Customer’s customer’s premises, Seller agrees to abide by and comply with, and require its employees and subcontractors to abide by and comply with, such rules and regulations pertaining to plant security as may be prescribed by Customer and/or the Customer’s customer.

1. **APPLICABLE LANGUAGE**

This Agreement and all subsequent Orders shall be made in the English language and all correspondence between the Parties of a technical and non-technical nature shall be in the English language and shall employ the units of measure customarily used by Customer in the United States of America, unless otherwise specified. All notices and other binding communications may, unless otherwise specified, be sent by facsimile, electronic mail, air mail, or other customary means.

1. **SUCCESSORS OF PARTIES**

This Order is binding on the Parties and their respective legal representatives, trustees, successors and assigns.

1. **ASSIGNMENT OF RIGHTS TO DIVESTED ENTITIES** 
   1. Upon Customer’s divestiture of any affiliate, division, business unit, line of business or sector (“divested entity”), Customer may assign in whole or in part the right to purchase any Products or Services that are the subject of this Order to that divested entity. Upon execution of an assignment, Customer shall have no further rights or obligations with respect to the assigned Products or Services (with the exception of any unpaid fees for Products and Services previously properly furnished which remain due on the effective date of such assignment) and the divested entity shall become the “customer” of record for the assigned Products and Services.
   2. Divested entities will have the right, for a period of twelve (12) months post-divestiture, to continue to purchase the Products and/or Services covered under this Order, or Customer may purchase such Products and Services under this Order on behalf of the divested entities. If a divested entity wishes to order from Seller directly, Seller reserves the right to require such divested entity to provide financial information sufficient to determine creditworthiness, which shall not be unreasonably withheld, before accepting any orders.
   3. Customer may access and use Products and Services available under this Order to provide transitional support to a divested entity during the transition period at no additional charge (i.e., no charge other than fees otherwise due to Seller under the Order as if the divested entity were a part of Customer) provided that Customer is and remains current on the payment of all amounts due to Seller under this Order.
   4. If Customer merges with or acquires an entity or entities that have a need for Seller's Products and Services, Customer and the acquired entity will be permitted to make purchases using this Order and price discounts in support of the acquired entity. If, under any existing Order with an acquired entity or entities, Seller currently provides or agrees to provide Products or Services, Customer and Seller will negotiate a combined agreement sufficient to cover the combined companies so as to avoid any disruption.
2. **ANTI-DUMPING/COUNTERVAILING DUTIES**

Seller must affirmatively determine whether Seller’s Product is subject to U.S. anti-dumping/countervailing duties (AD/CVD). Seller must notify Customer in writing if Seller’s Product is subject to AD/CVD at the time of contracting or if Seller’s Product becomes subject to AD/CVD at any time during the term of this Order.

1. **FREE TRADE AGREEMENT AND TARIFF PREFERENCE PROGRAMS**

Seller must provide to Customer, upon Customer’s request, Product country of origin information under North American Free Trade Agreement (NAFTA), Caribbean Basin Initiative (CBI), General System of Preferences (GSP) or other relevant, existing or future trade agreements or tariff preference programs. If required by Customer, based on the origin of the Product under the relevant rules of origin, Seller will complete and deliver to Customer a certificate of origin appropriate to the relevant trade agreement or tariff preference program, or sufficient information to enable Customer to satisfy Customer’s obligations in utilizing such trade agreements or tariff preference programs. Seller must continuously monitor Seller’s materials sourcing, bills of material, and/or formulations for changes that might affect the validity of any origin determination or certificate of origin provided to Customer. If any such change affects origin information or a certificate of origin provided to Customer, Seller must immediately notify Customer in writing. Upon request by Customs and Border Protection, Seller will provide all applicable requested information in support of a FTA certificate of origin.

1. **CLAUSE MODIFICATION REQUIRED BY CUSTOMER’S CUSTOMER**

Seller agrees to incorporate into this Order any revised clause or additional clause as Customer may reasonably deem necessary to enable Customer to comply with the provisions of the higher-tier contract and any modifications thereto.

1. **ASSIGNMENT** 
   1. Neither this Order, nor any payments, rights, obligations, duties or claims hereunder, are assignable or transferable by Seller by subcontract or otherwise without Customer’s prior written consent, except as specifically stated in this Section 13. Seller may assign to a bank, trust company, or other financing institution including any U.S. federal lending agency, claims for money due or to become due to Seller from Customer under this Order, provided:
   2. The assignment is limited to one party, covers all amounts payable under the Order and not already paid, is not subject to further assignment, and is made specifically subject to reduction and set-off or recoupment for any present or future claim or claims or indebtedness which Customer may have against Seller;
   3. Seller furnishes to Customer written notice of assignment and a true copy of the instrument of assignment.
   4. Customer may make direct settlements or adjustments in price, or both, with Seller under the terms of this Order notwithstanding any assignment of claims for money due or to become due under this Order and without notice to the assignee.
   5. Seller shall not furnish or disclose to any assignee under this Order or any other person not entitled to receive the same, any classified document or any of Customer’s Proprietary Information (including this Order) until and unless authorized to do so by Customer’s Authorized Purchasing Representative.
   6. Assignment by Seller shall not relieve Seller of any of its obligations under this Order or prejudice any of Customer's rights against Seller whether arising before or after the date of any assignment.
   7. Seller hereby agrees that Customer may freely assign its rights to delegate its obligations under the Order to any affiliate of Customer, and Seller hereby consents to any such assignment. Customer shall give Seller written notice of such assignment, and Seller agrees to sign any and all necessary documents that may be requested to facilitate such assignment.
2. **SUBCONTRACTING** 
   1. Any subcontract, assignment, subcontract or other transfer of rights or obligations arising under this Order and made to a foreign person, as defined in the International Traffic in Arms Regulations or the Export Administration Regulations, must comply with the Export and Import Compliance clause herein.
   2. Subcontracting or delegation by Seller, with or without Customer's consent, shall not relieve Seller of any of its obligations under this Order or prejudice any of Customer's rights against Seller whether arising before or after the date of any subcontracting or delegation.
   3. This provision shall not apply to purchases of standard commercial articles, including electronic components or raw materials such as casting, forgings, and rough welded structures on which Seller will perform further work.
3. **COMPLIANCE WITH LAWS**

Seller warrants that it is subject to all applicable laws, regulations and rules of any country, including any governmental subdivision thereof, where Seller has an office or facility or is otherwise doing business or properly subject to jurisdiction. Seller shall abide and comply with all applicable laws of the United States of America, including, but not limited to, the U.S. Foreign Corrupt Practices Act, Trading With The Enemy Act, Arms Export Control Act and regulations of the Office of Foreign Assets Control. Seller shall, at its own expense, defend, indemnify and hold harmless Customer and its affiliates, and all of their officers, agents, employees, successors and assigns and subcontractors at any tier, against any claims, loss, damage or expense, regardless of how arising and even if unforeseeable, including, without limitation, payment of direct, special, incidental and consequential damages and attorney’s fees, arising out of, or relating, Seller’s failure to comply with the requirements of this provision.

**FOR SERVICES WITHIN THE EUROPEAN UNION**

**EUROPEAN UNION REGISTRATION, EVALUATION, AUTHORIZATION AND RESTRICTION OF CHEMICALS (REACH)**

* + - 1. Seller shall comply with any and all European Union (EU) Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) regulation obligations with respect to any of the Products delivered by Seller to Customer under the terms of this Order.
      2. Seller must provide Customer with a list of substances contained in any of the Products that were included on the Candidate List published by ECHA. Thereafter, if a substance is added to the Candidate List by ECHA, and that substance is also contained in any Products, Seller must notify Customer within fifteen (15) days following publication of the list.
      3. By accepting this Order, Seller recognizes and agrees that Customer will thereafter act in reliance on Seller’s acceptance of this Order as a contractual commitment that it is in compliance with EU REACH regulations, subject to the further provisions below.
      4. Should any Products contain substances listed on the Candidate List that are above 0.1% on a weight by weight basis within that Product, Seller shall provide Customer with so-called Safe-Use information, pursuant to the provisions of REACH Article 33 and shall maintain the REACH database for the life of this Order.
      5. As indicated, Customer will act in reliance on the statements and commitments Seller makes regarding the Candidate List status of each of the substances contained in any of the Products. If Seller fails to comply with the provisions of this clause, Customer may consider whether such failure constitutes a breach of this Order sufficient to warrant Termination for Default in accordance with the terms of this Order. Moreover, in the event failure to timely comply with these provisions results in a business interruption of Customer’s operations, Customer will seek to recover the damages, including financial losses, it suffers as a consequence of such failure.
      6. Seller is responsible for ensuring that the Products conform to and are compliant with the restrictions included in Annex XVII of the REACH Regulation and/or are otherwise authorized for use in accordance with Annex XIV of the REACH Regulation (in each case where relevant).

For purposes of this clause, the terms “Substance” and “Candidate List” shall have the same meaning as are given those terms in REACH and the list of substances currently on the candidate list can be found at http://echa.europa.eu/web/guest/candidate-list-table.

**FOR SERVICES WITHIN THE UNITED KINGDOM**

1. **SELLER’S OBLIGATIONS** 
   1. Seller will comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services, including any regulations for goods classified as hazardous (including the Waste Electrical and Electronic Equipment Directive (2012/19/EU), REACH EC 1907/2006 and the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Directive (Directive 2011/65/EU), and will inform the Customer of any need for the Customer to comply with such regulations or requirements in relation to the receipt and onward supply of the Goods and Services and where applicable will provide the Customer with all necessary information to enable compliance (including any material safety data sheets that exist for any product or compound supplied as a free standing compound within the Goods).
   2. The Seller will not unreasonably refuse any request by the Customer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to dispatch, and the Seller will provide the Customer with all facilities reasonably required for inspection and testing. Any such inspection will not relieve the Seller of its obligations under this Contract nor imply acceptance by the Customer.
   3. If as a result of inspection or testing the Customer is not satisfied that the Goods comply in all respects with the Contract, and the Customer so informs the Seller within seven (7) Days of inspection or testing, the Seller will promptly take such steps as are necessary to ensure compliance. The Customer may conduct further inspections and tests after the Seller has carried out such steps necessary to ensure compliance.
   4. The Goods will be marked in accordance with the Customer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured suitable for onward sea and/or air freight so as to reach their destination in an undamaged condition in the ordinary course. For the avoidance of doubt, all drums, containers and other packaging will be non-returnable unless otherwise agreed in writing.
   5. All Orders are placed by the Customer on condition that spare parts and identical replacements for the Goods supplied by the Seller will be available to the Customer at a fair and reasonable price for a period of ten (10) years from the date of the Order and that prior to the Goods or spare parts thereof being made obsolete at least twelve (12) months' written notice will be given by the Seller.
   6. The Seller must advise the Customer in writing of all the proposed changes in the Specification or method of construction and assembly of the Goods supplied including but not limited to changes in form, fit or function, service life, reliability, maintainability, interchangeability or safety. In the event of the Customer accepting the changes written approval will be provided to the Seller. For the avoidance of doubt, this shall not affect the Customer's rights of inspection under this Section 1 or imply any acceptance by the Customer.
2. **PRICE OF THE GOODS AND SERVICES** 
   1. Unless otherwise stated in the Order, the Price for Goods will be: (a) exclusive of any applicable value added or other sales tax (which will be payable by the Customer subject to receipt of a VAT or other sales invoice); and (b) be inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods DDP to the Delivery Address (Incoterms 2010) and any duties, imposts or levies other than value added tax. Prices for Services will be as set out in the Order.
   2. No increase in the Price or extra charges may be made (whether on account of material, labour, or transport costs, fluctuations in rates of exchange or otherwise) without the prior consent of the Customer in writing.
   3. The Customer will be entitled to, and afforded, any discount for prompt payment, bulk purchase, or volume of purchase customarily granted by the Seller, whether or not shown on the Order.
3. **DELIVERY** 
   1. The Goods will be delivered to, and the Services will be performed at, the Delivery Address on the date or within the period stated in the Order, in each case during the Customer’s usual business hours.
   2. The Customer will, without penalty, be entitled to delay or reschedule the date or period of delivery stated in the Order by giving not less than seven (7) Days’ notice to the Seller, specifying the revised date or period for delivery of the Goods or performance of the Services.
   3. Where the date of delivery of the Goods, or performance of the Services, is to be specified after the placing of the Order, the Seller will give the Customer reasonable notice of the specified date.
   4. The time of delivery of the Goods and of performance of the Services is of the essence of this Contract.
   5. Subject to the exercise by the Customer of the provisions of Clause 5.2, if the Goods are not delivered or the Services are not performed on the due date or within the specified period then the Customer will be entitled to deduct from the Price or (if the Customer has paid the Price) to claim from the Seller by way of liquidated damages for delay, nought point one percent (0.1%) of the Price for every Day of delay up to a maximum of ten percent (10%) of the Price, at which time the Customer will be entitled, without penalty, to terminate this Contract with immediate effect on notice to the Seller. The provisions of this Clause 5.5 will be without prejudice to any other remedy of the Customer, including the right to recover from the Seller any loss or damage incurred by the Customer in excess of the amount of liquidated damages paid by the Seller.
   6. If the Goods are to be delivered, or the Services are to be performed by instalments, the Contract will be treated as a single contract and not severable.
   7. The Customer will be entitled to reject any Goods delivered which are not in accordance with this Contract and the Customer will not be deemed to have accepted any Goods until the Customer has had a reasonable time, in no event less than thirty (30) Days, to inspect them following delivery, or in the case of a latent defect in the Goods until a reasonable time after the latent defect has become apparent.
   8. The Seller will supply the Customer in good time with any instructions or other information required to enable the Customer to accept delivery of the Goods and performance of the Services.
   9. This Section 3 shall apply to any repaired or replacement Goods supplied by the Seller.
   10. The Customer's rights and remedies under this Section are in addition to its rights and remedies implied by statute and common law.
4. **PAYMENT** 
   1. The Seller will be entitled to invoice the Customer on, or any time after, delivery of the Goods or performance of the Services, as the case may be, and each invoice will quote the number of the Order.
   2. Unless otherwise agreed in writing, the Customer will pay the price of the Goods and the Services within sixty (60) Days after the end of the month of receipt by the Customer of a properly constituted invoice or if later, after acceptance of the Goods or Services by the Customer. No payments will be made until the Goods and Services have been accepted.
   3. Payment may be delayed if the Seller fails to: (a) supply the required documentation quoting the relevant Order number, or (b) send a monthly statement of account quoting the invoice numbers applicable to each item, but the Customer will remain entitled to all prompt payment discounts.
   4. If following receipt of any invoice the Customer notifies the Seller in writing of a bona fide dispute concerning the Price payable under such invoice, the Customer will pay any undisputed amount but will be entitled to withhold the amount in dispute pending resolution in accordance with the Governing Law Section of this Agreement. The Seller's obligations to provide the Goods and Services shall in no way be affected by any such dispute.
   5. The Customer will be entitled to set off against the Price any sums owed to the Customer by the Seller under this Contract or any other contract between the parties.
5. **WARRANTIES AND LIABILITY**
   1. The Seller warrants to the Customer that the Goods will be: (a) new and of best quality and be fit for the purposes held out by the Seller or made known to the Seller in writing at the time the Order was placed; (b) free from defects in design, material and workmanship; (c) correspond with any relevant Specification or sample or the Special Terms; and (d) in compliance with all applicable statutory requirements and regulations relating to the sale of the Goods including but not limited to those in respect of export control laws and regulations.
   2. The Seller warrants to the Customer that the Services will be performed by appropriately qualified and trained personnel, performed with due skill, care and diligence and to such a high standard of quality as it is reasonable for the Customer to expect in all the circumstances in accordance with any Special Terms and in compliance with all applicable statutory requirements and regulations concerning the performance of the Services and with all applicable policies of the Customer where Services are carried out at the Delivery Address.
   3. Without prejudice to any other remedy available to the Customer, if the Goods or Services are not supplied or performed in accordance with this Contract, then the Customer will be entitled: (a) to require the Seller, at the Seller’s expense to repair or supply replacement Goods or re-perform the Services as the case may be in accordance with this Contract within seven (7) Days of notification; or (b) in addition to (a), to recover any expedited shipping costs incurred by the Customer to avoid or minimise any potential or actual late delivery, as well as any shipping costs incurred by the Customer as a result of the Seller caused rework or repair; or (c) at the Customer’s sole option, and whether or not the Customer has previously required the Seller to repair the Goods or to supply any replacement Goods or re-perform the Services, to treat this Contract as discharged by the Seller’s breach and require the repayment of the Price (or any part thereof) which has been paid by the Customer in respect of such rejected Goods and Services.
   4. The risk in any rejected Goods will revert to the Seller with effect from the date of the Customer’s rejection notice but the title in the Goods will only revert to the Seller once the Seller has complied with its obligations under Clause 5.3.
   5. The Seller will indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred by the Customer as a result of or in connection with: (a) breach of any warranty given by the Seller in relation to the Goods or the Services; (b) any loss of or damage to property including the property of the Customer and any personal injury or death caused in whole or in part by the neglect, act or omission of the Seller, its employees or agents; (c) any act or omission of the Seller or its employees, agents or sub-contractors in manufacturing, supplying, delivering and installing the Goods or carrying out the Services; and (d) any act or omission of any of the Seller's personnel in connection with the performance of the Services.
   6. Nothing in this Contract will exclude or limit the liability of either party to the other party for (a) death or personal injury resulting from the negligence of that party or any of its respective directors, officers, employees, contractors or agents; (b) in respect of fraud, willful acts of default or misconduct by the provisions set out in Clause 10.1; (e) pursuant to any indemnity given by a party; or (f) any other liability that cannot be excluded or limited by applicable law.
   7. The Seller warrants that it will not solicit the Customer's staff for employment during the period of fulfilment of the Contract or for a period one (1) year thereafter.
   8. This Section 5 shall survive termination of the Contract.
6. **Notices**

Any notice, consent, permission or other communication required or permitted to be given by either party to the other party under the Contract will be: (a) in writing in English; (b) signed by or on behalf of the sender; and (c) addressed to the other party at its registered office or principal place of business or such other address as may have been notified pursuant to this provision to the party giving the notice. Notices must be delivered by at least one of the following delivery methods: hand, fax, recorded delivery post (or any equivalent postal service) or e-mail. For notice delivered by fax or email, the delivery fax number and email addresses will be those numbers and addresses as are set out in the Order and/or the Special Terms as the case may be or as notified to the other party from time to time. Faxes will be deemed received at the time and date shown on the successful fax transmission report and email will be deemed received at the time and date of transmission shown on the saved sent copy. Notices delivered by hand or post shall be deemed delivered on, if delivered by hand, when left at the address referred to in part (a) of this Clause and, if sent by post one (1) Day after receipt of such notice by the Customer. The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.

1. **Governing Law:** The Contract (and any part thereof) and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by the laws of England and Wales. Subject to Clause 19.6, the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract (including any non-contractual disputes or claims).

**FOR SERVICES PERFORMED IN THE KINDGOM OF SAUDI ARABIA**

1. **DEFINITIONS**
2. CUSTOMER means Northrop Grumman Arabia LLC, a limited liability company organized under the laws of the Kingdom of Saudi Arabia with Commercial Registration No. 1010432315 and with offices located at 2201 Kingdom Tower, P.O. Box 3779, Riyadh 11481, Kingdom of Saudi Arabia (“NGA”), or its subsidiaries, or affiliate identified on the face of this Order.
3. **GOVERNING LAW** 
   1. If the Seller is an entity organized under the laws of the Kingdom of Saudi Arabia, then irrespective of the place of performance, this Order and all matters relating thereto or arising thereunder, including without limitation, the arbitration clause contained herein and arbitrability of the Dispute, shall be governed by and interpreted in accordance with the substantive laws of the Kingdom of Saudi Arabia. The Parties agree the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Order.
   2. If the Seller is an entity organized under the laws of the United States of America, then irrespective of the place of performance, this Order and all matters relating thereto or arising thereunder, including without limitation, the arbitration clause contained herein and arbitrability of the Dispute, shall be governed by and interpreted in accordance with the substantive laws of the State of New York, United States of America (USA), without regard to its conflicts of laws principles. The Parties agree the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Order.
   3. If the Seller is neither an entity organized under the laws of the Kingdom of Saudi Arabia, nor is an entity organized under the laws of the United States of America, then this agreement shall not be valid as currently written.
4. **DISPUTES**
   1. Amicable Negotiation. All disputes, differences, controversies, claims or questions arising in connection with, arising out of, occurring under, or related to, this Order and any subsequent amendments thereto, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims (a "Dispute") shall be reduced to writing in a document to be sent to the other Party, requesting amicable negotiation (a "Negotiation Request"). A Negotiation Request may be sent by e-mail. The negotiation process hereunder shall be submitted to mutually compatible levels of management of the respective Parties to try and resolve the Dispute amicably and in good faith and the executives selected shall use their reasonable best efforts to meet and to find a mutually acceptable resolution to the Dispute.
   2. In the event that the Dispute or any part thereof is not satisfactorily settled by negotiation within sixty (60) days (or within such further period of time as the Parties may have agreed in writing), any Party may file a request for arbitration (a "Notice of Arbitration") with ICDR (International Centre For Dispute Resolution), in which case the Dispute shall be referred to and finally determined by binding arbitration pursuant to ICDR's International Arbitration Rules then in effect (the “Rules”), subject to the following provisions:
   3. The Parties shall agree to the selection of one (1) or three (3) arbitrators, depending on the complexity of the case. Where a tribunal of three (3) arbitrators is to be selected (the “Arbitral Tribunal”), each Party shall appoint a person to serve as an arbitrator. The two Parties’ appointed arbitrators shall then appoint the Chairperson of the Arbitral Tribunal.
   4. If the Parties cannot jointly agree on the composition of the Arbitral Tribunal within thirty (30) days from the date of the Notice of Arbitration, ICDR shall appoint the Arbitral Tribunal in accordance with the Rules, appointing as many arbitrators and using such mechanisms to appoint them as it deems appropriate in accordance with the Rules, at its sole discretion. Each Party expressly agrees and consents to this procedure for appointing the Arbitral Tribunal.
   5. The Parties and the ICDR shall ensure that the Arbitral Tribunal shall have been appointed at the very latest forty-five (45) days from the date of the Notice of Arbitration.
   6. All arbitrators shall be fluent in the English language. The arbitrator (or the Chairperson of the Arbitral Tribunal, in the event of a three person tribunal) shall not be of the nationality of any of the Parties and shall be a qualified lawyer.
   7. Subject to paragraph H hereof, each Party shall bear its own expenses, including lawyers' fees, in connection with the proceedings hereunder. If the Arbitration should involve multiple claimants and/or multiple respondents who cannot agree to a joint nomination of a single arbitrator for claimants and/or respondents within the time limit set out in paragraph B 2 above, ICDR shall appoint all members of the Arbitral Tribunal without regard to any Party's nomination, but considering the criteria set out in this paragraph B.
   8. Where the Dispute is settled at any time after commencement of the Arbitration, but before final award, any settlement agreement reached may be submitted to the Arbitral Tribunal by any Party and issued as a consent award by the Tribunal.
5. Location.
6. If the Seller is an entity organized under the laws of the Kingdom of Saudi Arabia, the seat or legal place of the arbitration proceedings shall be London, England.
7. If the Seller is an entity organized under the laws of the United States of America, then the seat or legal place of the arbitration proceedings shall be New York, New York, USA.
8. If the Seller is neither an entity organized under the laws of the Kingdom of Saudi Arabia, nor is an entity organized under the laws of the United States of America, then this agreement shall not be valid as currently written.
9. English Language.

The arbitration proceedings shall be in English. All documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by a certified English translation, and the translator for any such documents will be approved by the Customer. All documents in any other language shall be translated into English at the expense of the Party producing them. Furthermore, any translations of the arbitrator or Arbitral Tribunal’s award into another language will be approved by the Customer.

1. Confidentiality. Any settlement discussions or Arbitration hereunder shall be conducted in strict confidence. Except as necessary to enforce an award or required by law, no information or documents produced, generated or exchanged in connection with settlement discussions or the Arbitration (including the award) shall be disclosed to any person without the prior written consent of all Parties to the settlement or Arbitration. This restriction shall not apply to public records or other documents obtained by the Parties in the normal course of business independent of any settlement discussions or Arbitration.
2. Scope of Tribunal's Jurisdiction. The scope of the Tribunal's jurisdiction shall not be limited because the subject matter of the Dispute implicates public policy questions or national statutory rights.
3. Discovery. Document production shall be guided by the IBA's 2010 Rules on the "Taking of Evidence in International Commercial Arbitration." The Tribunal shall ensure that document production is conducted on a timely basis and the Tribunal may impose sanctions through the allocation of the costs of the Arbitration for abuse or undue delay of the document production procedure.
4. Written Reasoning, Finality and Enforcement of Award. The Award rendered by the Arbitral Tribunal shall be reasoned and in writing in the English language. The Arbitral Tribunal shall not decide the Dispute based on amiable compositeur (composition) or ex aequo et bono (from equity and conscience). The Arbitral Tribunal shall have the discretion to award reasonable costs to the prevailing Party but shall have no authority to award any double or treble damages, punitive damages or any other damages in the nature of a penalty. Such costs may include the costs of the arbitrators, the Arbitral Tribunal administrator, and assistance required by the Arbitral Tribunal, as well as reasonable costs for legal representation. The Award rendered by the Arbitral Tribunal shall be binding on the Parties and may be entered in any court having jurisdiction over the Party or Parties to the Dispute against which enforcement is sought, or a court in any other competent jurisdiction where the assets of said disputing Party or Parties are located. The Parties hereby exclude and expressly waive any right of review or appeal to any court.
5. **TAXES AND DUTIES** 
   1. All taxes, current or originating after contract execution, including but not limited to, zakat, withholding tax, levies, surcharges, import taxes, export taxes, duties, tariffs, surcharges and social benefit fees imposed on Customer and/or its employees by any authority of any country arising out of or related to the work or services performed by Seller hereunder, including transportation associated therewith shall be solely for the account of and shall be paid by Seller. Seller shall indemnify and hold Customer harmless from the payment of such taxes, and Customer may deduct the amount of any such taxes paid by Customer from any amounts due Seller.
   2. The Order price shall include all applicable taxes and duties. Such taxes and duties, if any, shall be separately itemized on the invoice.
6. **ANTIDUMPING/COUNTERVAILING DUTIES**

Seller must affirmatively determine whether Seller’s product is subject to any Saudi Arabian or U.S. antidumping/countervailing duties (AD/CVD). Seller must notify Customer in writing if Seller’s product is subject to AD/CVD at the time of contracting or if Seller’s product becomes subject to AD/CVD at any time during the term of this Order.

# EXHIBIT G – SUPPLEMENTAL TERMS AND CONDITIONS FOR SERVICES, MAINTENANCE AND SOFTWARE

NGSC and Xerox wish to establish herein supplemental terms and conditions to enable NGSC to avail itself of, and Xerox to offer, the full range of goods and services solutions available from Xerox.

1. **DEFINITIONS**

The following definitions (and those found elsewhere in this Exhibitor the Agreement) apply unless otherwise specified in an Order.

1. **Agreement** means the Corporate Award for Enterprise Managed Print Services between Northrop Grumman and Xerox Corporation, to which this Exhibit H is attached.
2. **Feature Releases** means new releases of Software that include new content or functionality.
3. **Maintenance Services** means services provided by Xerox (or a designated service provider) under an Order to keep the Equipment in good working order and which are required as standard with Leased Equipment and Services with Equipment.
4. **Monthly Minimum Charge or MMC** means the regular recurring Charge that is identified in an Order and which, along with any additional print/impression charges, covers the cost for the Services, Maintenance Services and/or Products. The MMC may also include lease buyout funds, Funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, and amounts being financed or refinanced. One-time items, recurring separate charges and usage based charges (as such items or charges, as applicable, are defined on an Order) are billed separately from the MMC.
5. **Remote Data** means 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. 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; in all events Remote Data shall be handled in accordance with the provisions of the Agreement between the parties and any applicable information security provisions. With the exception of data elements required for invoicing or service delivery, Remote Data must stay within the Northrop Grumman environment unless approved for secure transmission by Northrop Grumman Information Security.
6. **Remote Data Access** means electronic transmission of Remote Data to or from a secure offsite location. With the exception of data elements required for invoicing or service delivery, Remote Data must stay within the Northrop Grumman environment unless approved for secure transmission by Northrop Grumman Information Security.
7. **Seller Equipment** means devices which are supplied by Xerox to the Customer during the term of an Order. Seller Equipment may be Equipment or Third Party Hardware.
8. **CUSTOMER RESPONSIBILITIES**

Customer agrees to perform its responsibilities under this Agreement and Exhibits in support of the Services, Maintenance Services, or Products in a timely manner. Customer agrees, subject to Customer’s access and security:

1. that Products acquired hereunder are ordered for Customer’s (or its Affiliates’) own internal business use, including the use of an end-user of Customer, (rather than resale, license and/or distribution outside of Customer’s organization) and will not be used for personal, household or family purposes;
2. to (1) provide Xerox and its agents with timely and sufficient access, excluding areas that may require heightened security clearance, without charge, to Customer Facilities required by Xerox to perform Services and Maintenance Services and/or provide Products, and (2) ensure that Customer Facilities are suitable for the Services, Maintenance Services and/or Products, safe for Xerox personnel, and fully comply with all applicable laws and regulations, including without limitation any federal, state and local building, fire and safety codes;
3. to provide Xerox and its agents with timely and sufficient use of and access excluding areas that may require heightened security clearance, without charge, to Customer Assets required by Xerox to perform Services and Maintenance Services and/or provide Products, and to grant Xerox and its agents sufficient rights to use, access and, if agreed, modify the same;
4. to acquire or continue maintenance, repair and software support services, without charge to Xerox, for all Customer Assets that Customer permits Xerox to use or access;
5. to maintain the manufacturer’s maintenance agreement for any Third Party Equipment;
6. to provide Xerox with access to appropriate members of Customer personnel, as reasonably requested by Xerox, in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
7. to respond to and provide such documentation, data and other information as Xerox reasonably requests in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
8. that, as between Xerox and Customer, Customer alone is responsible for backing up its data and content and Xerox shall not be responsible for Customer’s failure to do so;
9. that as between Xerox and Customer, Customer alone is responsible for determining whether content and materials provided to Xerox (i) is libelous, defamatory or obscene, or (ii) may be duplicated, scanned or imaged without violating a third party’s intellectual property rights; and
10. to provide contact information for Equipment such as name and address of Customer contact. This shall not exclude Xerox from requesting asset data, including contact information, while performing Services under this Agreement.
11. **TERMS AND CONDITIONS SPECIFIC TO SERVICES**

In addition to the terms and conditions in the Corporate Award for Enterprise Managed Print Services (eMPS), the following terms and conditions apply to Xerox’s performance of Services.

* 1. **Scope of Services**

Subject to the terms and conditions of this Agreement, Services will be performed by Xerox and/or its Affiliates in accordance with the requirements set forth in an Order. If Customer fails to perform or is delayed in performing any of its responsibilities under this Agreement, such failure or delay may prevent Xerox from being able to perform any part of the Services or Xerox-related activities. Xerox shall be entitled to an extension or revision of the applicable term of the Order (which may include setting a new expected date for commencement of Services) or to an equitable adjustment in performance metrics associated with such failure or delay. Xerox grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Services only for the purpose of such Customer and its designees receiving the benefit of the Services set forth in the applicable SOW.

* 1. **Charges for Services**

Charges for Services are set forth in Exhibit B of the Agreement. Charges not defined in Exhibit B will be presented and approved by the Parties in writing before incurring cost. Charges are based upon information exchanged between Customer and Xerox, which is assumed to be complete and accurate, and also depend upon other factors such as the timely performance by Customer of its responsibilities. If: (a) such information should prove to be incomplete or inaccurate in any material respect; or (b) there is a failure or delay by the Customer in performing its responsibilities under this Agreement or an Order which results in Xerox incurring a loss or additional cost or expense, then the charges shall be adjusted to reflect proportionately the impact of such materially incomplete or inaccurate information or such failure or delay. Charges that are indicated in an Order as being fixed are not subject to an annual percentage escalation for the initial term of such Order; otherwise, Xerox may increase Charges for Services annually by an amount no greater than the CPI Adjustment Percentage. If Xerox provides Services partially or early (for example, prior to the start of the initial term of an Order), Xerox will bill Customer on a pro rata basis, based on a 30 day month, and the terms and conditions of this Agreement will apply.

* 1. **Existing Equipment and Existing Software**

1. If and to the extent set forth in Exhibit A, certain Services may be provided, until Device is transitioned, for (i) Equipment or Third Party Equipment that Customer has leased, rented or purchased outside of this Agreement (e.g., under previous agreements) (”Existing Equipment”) or Software or Third Party Software that Customer has licensed outside of this Agreement (“Existing Software”). Despite the provision of certain Services under an Order hereunder for Existing Equipment and Existing Software, the Existing Equipment and Existing Software shall continue to be governed by the terms and conditions of Customer’s respective agreements under which the Existing Equipment/Existing Software was leased, rented, sold, or licensed; including, but not limited to, terms and conditions regarding service levels, title, risk of loss, termination, billing and payment. Customer, and if Xerox is a party to any such agreement, and Xerox shall comply with all such agreements, terms and conditions with respect to the Existing Equipment and Existing Software.
   1. Equipment Provided with Services

In the event Xerox provides Equipment or Third Party Equipment to Customer in connection with the provision of Services, the following terms shall apply unless otherwise specified in Exhibit A:

1. For Services whereby Xerox orders Equipment or Third Party Equipment on behalf of Customer, the Parties agree that Xerox shall determine the manner in which Services will be performed and the selection, support, administration, management and provision of any such Equipment/Third Party Equipment in order to meet the requirements of the Award and Exhibits. Customer authorizes Xerox to place Orders for Equipment/Third Party Equipment in coordination with Customer, including without limitation, to add, remove, substitute or relocate Equipment/Third Party Equipment, and/or change the method or manner used to perform the Services, in order to meet the requirements of any Order.
2. Unless Equipment or Third Party Equipment is purchased by Customer, Xerox (or the applicable third party vendor) shall at all times retain title to the Equipment or Third Party Equipment provided as part of the Services. The risk of loss for the Equipment and/or Third Party Equipment shall pass to Customer upon delivery to Customer’s Facility.
3. **TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT & THIRD-PARTY HARDWARE**

In addition to the terms and conditions in the Agreement and Exhibit A, the following terms and conditions apply to Equipment and Third Party Hardware provided to Customer.

* 1. **Term and Date of Installation**

The term for each unit of Equipment shall be the term established by the Parties, with the commencement date based upon the actual first Date of Installation. If the Date of Installation for a unit of Equipment is prior to the applicable Order start date, Xerox will bill the Customer for such Equipment on a pro rata basis, based on a 30-day month, and the terms and conditions of this Agreement and the applicable Services Contract will apply as of the Date of Installation.

Unless Customer provides notice in writing of its intent not to renew at least thirty (30) days before the end of the term of an Order for Equipment, the term for that Order for Equipment will renew automatically on a month-to-month basis on the same terms and at the same price. During this renewal period, either Party may terminate such Order upon at least thirty (30) days’ notice.

* 1. **Delivery and Removal and Suitability of Customer Facilities**

Xerox will be responsible for all standard delivery charges for Equipment and Third-Party Hardware and, for Equipment or Third-Party Hardware for which Xerox holds title, standard removal charges. Non-standard delivery or removal charges (including removal prior to the end of the term for any Equipment) will be subject to Customer’s prior written approval and expense.

* 1. **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 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 as to the status of any Third-Party Hardware that Xerox may provide under any Order. Customer authorizes Xerox or its agent to file financing statements necessary to protect Xerox’s rights as lessor of Equipment. All equipment, regardless of status, will need to follow Chain of Custody requirements referenced in Section 64 of the Agreement.

* 1. **Consumable Supplies**

As provided in the SOW, Xerox will provide Consumable Supplies for related Equipment. If Customer requests expedited delivery for functioning Equipment, Xerox may charge a shipping fee for Consumable Supplies. Consumable Supplies are Xerox’s property until used in the Equipment for which they are provided. Upon expiration or termination of the applicable Order, Customer will either return any unused Consumable Supplies to Xerox at Xerox’s expense when using Xerox-supplied shipping labels or destroy them in a manner permitted by applicable law. Xerox reserves the right to charge Customer for any Consumable Supplies usage that exceeds Xerox’s published yields by more than 10%. In such a case, Xerox will notify Customer of the excess usage. If such excess usage does not cease within 30 days after notice, Xerox may charge Customer for the excess usage.

* 1. **Use and Relocation**

For any Equipment or Third Party Hardware provided by Xerox, with the exception of Purchased Equipment for which Customer has paid in full, Customer agrees that: (a) the Equipment or Third Party Hardware shall remain personal property; (b) Customer will not attach any of the Equipment or Third Party Hardware as a fixture to any real estate; (c) Customer will not pledge, sub-lease or part with possession of the Equipment or Third Party Hardware or file or permit to be filed any lien against the Equipment or Third Party Hardware; and (d) Customer will not make any permanent alterations to the Equipment or Third Party Hardware. While Equipment or Third-Party Hardware is subject to an Order, Customer must provide Xerox prior written notice of all Equipment or Third-Party Hardware relocations and Xerox may arrange to relocate the Equipment or Third-Party Hardware at Customer’s expense. While Equipment or Third-Party Hardware is being relocated, Customer remains responsible for making all payments to Xerox required under the applicable Order. Without limiting Customer’s right to purchase information storage devices under 4.7, all parts or materials replaced, including as part of an upgrade, will become Xerox’s property. Equipment or Third-Party Hardware cannot be relocated outside of the U.S. until Customer has paid in full for the Equipment or Third-Party Hardware and has received title thereto. Notwithstanding anything to the contrary in the foregoing, to the extent the Equipment contains any Software, any relocation of such Equipment is subject to the terms and conditions set forth in this of this Agreement.

* 1. **Seller Equipment Provided**

In the event Xerox provides Seller Equipment to Customer, the following terms shall apply unless otherwise specified in an Order:

a. Unless Seller Equipment is purchased by Customer, Xerox (or the applicable third party vendor) shall at all times retain title to the Seller Equipment. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox’s rights to the Seller Equipment. Customer will promptly notify Xerox, in writing, of any change in ownership, or if it relocates its principal place of business or changes the name of its business. The risk of loss or damage to the Seller Equipment shall pass to Customer upon delivery to the applicable Customer Facilities, except for Xerox’s assumption of the risk of loss during relocations. Customer will insure the Seller Equipment against loss or damage.

b. Subject to any agreements in a SOW regarding Xerox performing all Maintenance Services, Customer agrees to use the Seller Equipment in accordance with, and to perform, all operator maintenance procedures for the Seller Equipment described in the applicable Documentation made available or provided by Xerox. The Customer shall not (unless the Seller Equipment is Purchased Equipment, and then only with Xerox’s prior consent):

1. sell, charge, let or part with possession of the Seller Equipment;
2. remove the Seller Equipment from Customer Facilities in which it is installed without prior approval and/or coordination with Seller ; or
3. make any unauthorized changes or additions to the Seller Equipment.

c. **Early Termination.**

Upon termination/removal, Customer shall either make the subject Equipment (in the same condition as when delivered, reasonable wear and tear excepted) and its Software available for removal by Xerox, within a reasonable timeframe, of being requested to do so or purchase the subject Equipment “AS IS WHERE IS’ and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market (“FMV”) of the Equipment at its conclusion.

* 1. **Data Security**

Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features if not listed in Exhibit B. The selection, suitability and approval of data security features are solely Customer’s responsibility. Once approved, Seller shall have responsibility for configuration. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models. Obligations regarding removal of Customer’s Confidential Information that may be stored on hard drives on Equipment owned by Xerox, if any, and any costs associated with such removal will be set forth in Exhibit B of the Corporate Award.

* 1. **Remote Services for Equipment**

Certain models of Equipment are supported and serviced using Remote Data Access. Remote Data Access also enables Xerox to transmit to Customer Maintenance Releases or Updates for software or firmware and to remotely diagnose and modify Equipment to repair or correct malfunctions. 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.

* 1. **Removal of Hazardous Waste**

Customer agrees to take responsibility for legally disposing of all hazardous wastes generated from the use of Third-Party Hardware or supplies.

1. **TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES**

In addition to the terms and conditions in the Corporate Award for Enterprise Managed Print Services (eMPS), and except as set forth in an Order, the following terms and conditions apply to the provision of Maintenance Services.

* 1. **Maintenance Services**

As part of an Order for (a) stand-alone Maintenance Services related to Purchased Equipment, or (b) Maintenance Services related to Equipment to which Xerox does not hold title, or as a mandatory part of an Order for Equipment (other than Purchased Equipment) that includes Maintenance Services, Xerox or a designated service provider will provide the following Maintenance Services for Equipment. If Customer is acquiring Equipment for which Xerox does not offer Maintenance Services, such Equipment will be designated as “No Svc.” This Module does not apply to maintenance of Third-Party Hardware. Maintenance that Xerox provides on Third Party Hardware will be provided in accordance with the terms of the applicable Order.

The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (i) utilizing Customer-implemented remedies provided by Xerox; (ii) replacing Cartridges; and (iii) 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 (i) through (iii) above, Xerox will provide on-site support as provided in the applicable Order.

* 1. **Repairs and Parts**

1. Xerox will make repairs and adjustments necessary to keep the Equipment in good working order and operating in accordance with its written specifications (including such repairs or adjustments required during initial installation). Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship. Parts required for repair may be new, reconditioned, reprocessed or recovered.
2. Failure to use Xerox authorized or provided Cartridges may void any warranty applicable to such Equipment. Cartridges packed with Equipment or furnished by Xerox as Consumable Supplies will meet Xerox’s new Cartridge performance standards and may be new, remanufactured or reprocessed and contain new and/or reprocessed components. To enhance print quality, Cartridges for many models of Equipment have been designed to cease functioning at a predetermined point. 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 country where originally provided.
   1. **Hours and Exclusions**

Unless otherwise set forth in the SOW, Maintenance Services will be provided in areas accessible for repair services during Xerox’s standard working hours. Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox’s published specifications; (c) use of options, accessories, or other products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; and (e) failure to perform operator maintenance procedures identified in operator manuals. Customer agrees to furnish all referenced parts, tools, and supplies needed to perform those procedures that are described in the applicable manuals and instructions.

* 1. **Installation Site and Meter Readings**

In order to receive Maintenance Services for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (a) has been provided by Xerox or (b) meets Xerox’s published specifications. The Equipment installation site must conform to Xerox’s published requirements. If applicable, unless otherwise set forth in Exhibit A, 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.

* 1. **Remedy**

As Customer’s exclusive remedy for Xerox’s failure to provide Maintenance Services, Xerox will, for: (i) 5 years after the installation date of the initial unit or such longer period as may be set forth in the SOW (subject in all events to EOS limitations on the ability to provide Maintenance Services), or (ii) the initial term of the Order, whichever is longer, replace the Equipment with an identical product or, at Xerox’s option, another model with comparable features and capabilities. If replacement Equipment is provided pursuant to this Section, there shall be no additional charge for its provision by Xerox during the initial term of the Order and it shall be subject to the terms and conditions of this Agreement and the applicable Order(s). Customer’s use of non-Xerox approved consumables that affect the performance of the Equipment may invalidate this remedy.

* 1. **End of Service**

Xerox has no obligation to maintain or replace Equipment beyond the “End of Service” for that particular model of Equipment. End of Service (“EOS”) means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request.

1. **TERMS AND CONDITIONS SPECIFIC TO SOFTWARE**

In addition to the terms and conditions in the Corporate Award for Enterprise Managed Print Services (eMPS), the following terms and conditions apply to the license and use of Software and its associated Documentation.

* 1. **Software License**

1. Xerox may provide Software to Customer pursuant to the Award and the Exhibits or an Order hereunder. Software can be Base Software or Application Software. “Base Software” means Software embedded, installed, or resident in Equipment that provides the functions necessary for operation of the Equipment in accordance with published specifications. “Application Software” means Software identified in the Award and Exhibits or an Order which allows Equipment or Third Party Equipment to perform additional functions and which may be installed on Equipment, Third Party Equipment, a PC, a workstation or server as more particularly set forth in the applicable Documentation for the Application Software. The following license applies to Base Software and Application Software.
2. Xerox grants Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to use the Software within the country in which the Equipment (or Third Party Equipment) and Software is delivered, only on or with the Equipment (or Third Party Equipment) with which (or within which) it was delivered, subject to Customer remaining current in the payment of any undisputed Software license fees (including any annual renewal fees). Customer has no other rights to the Software and, in particular, may not: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Software except as permitted by applicable law; (ii) activate any Software delivered with or within the Equipment/Third Party Equipment in an un-activated state; or, (iii) allow others to engage in same. Title to the Software and all copyrights and other intellectual property rights in the Software shall at all times reside solely with Xerox and/or its licensors (who shall be considered third party beneficiaries of this Awards software and limitation of liability provisions).
3. Xerox may terminate Customer’s license for any Software: (i) subject to subsection (iv) below immediately if Customer no longer uses, possesses or transfers the Equipment/Third Party Equipment with which the Software was provided; (ii) upon the termination of Exhibit A or an Order under which Customer has acquired the Equipment/Third Party Equipment with which the Software was provided; or (iii) Customer fails to pay any undisputed annual software license or support fees in accordance with Section 26 Termination for Default, paragraph C.
4. Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment or Software. Xerox will not invoke, without Customer’s prior written approval, any such computer code.
5. If Customer is permitted to transfer Equipment pursuant to the Award and Exhibits or an Order, Xerox will offer the transferee a license to use the Software provided with such transferred Equipment, subject to Xerox’s then-applicable terms, policies and license fees, if any, in such country to which it is transferred, and provided the transfer is not in violation of Xerox’s rights.
6. Xerox represents, warrants and covenants that all Software, upon delivery, will (i) perform in accordance with all applicable documentation and specifications and all requirements set forth in the applicable Exhibit or Order and (ii) be free from material defects and Viruses. Xerox further represents, warrants and covenants that all Maintenance Releases will be provided in a timely, professional manner in accordance with industry standards and all requirements set forth in the applicable Exhibit or Order. Xerox does not warrant that the Software will be free from errors or that its operation will be uninterrupted.
   1. **Software Support**

Xerox will provide the following support for Software licensed to Customer pursuant to Section 6.1 above. Xerox shall make available to Customer all Maintenance Releases that are made available to Xerox’s customers. Maintenance Releases shall be provided at no charge and must be implemented within one (1) year after being made available to Customer. Each Maintenance Release shall be considered Software governed by these terms. New releases of the Software that are not Maintenance Releases that include substantial new content or functionality (“Feature Releases”) will be subject to additional license fees at Xerox’s then-current pricing and shall be considered Software governed by these terms and conditions (unless otherwise noted in an Order). Implementation of a Maintenance Release or Feature Release may require Customer to procure, at its expense, additional hardware and/or software from Xerox or another entity. If additional expenses are required, Customer may issue an Order for such expenses before the release is installed.

* 1. **Software with Separate License Terms**

For Software provided pursuant to a separate license agreement, such separate license agreement will be incorporated into the applicable Order and provided to Customer, and will be subject to Customer’s written consent.

* 1. **Diagnostic Software**

The Diagnostic Software and method of entry or access 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 or use of Equipment does not grant Customer a license or right to use the Diagnostic Software in any manner, and (2) 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 Agreement or an Order hereunder) to allow Xerox to reasonably access, monitor and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

* 1. **Third Party Software**

Xerox will advise Customer of any Third Party Software (pre-installed or not) provided to Customer or its Affiliates under this Agreement. Any such Third Party Software will be licensed to Customer under and subject solely to the end user license agreement terms and conditions provided by the Third Party Software vendor which Xerox provides to Customer.

* 1. **Software Support**

Software support will be provided by Xerox or a designated service provider as follows. For Base Software, Software support will be provided during the initial term of the applicable Order and any renewal period, but not longer than 5 years after Xerox stops taking orders for the subject model of Equipment. For Application Software, Software support will be provided as long as Customer is current in the payment of all applicable software license, annual renewal and “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 maintain a web-based or toll-free hotline during Xerox’s standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its Documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for (1) the current release and (2) the previous release for a period of 6 months after the current release is made available to Customer. Xerox will not be required to provide Software support if Customer has modified the Software.
2. Xerox may make available new releases of the Software that are designated as “**Maintenance Releases**” or “**Updates**.” Maintenance Releases or Updates are provided at no charge and must be implemented within 6 months after being made available to Customer. Each Maintenance Release or Update shall be considered Software governed by these terms. Feature Releases will be subject to additional license fees at Xerox’s then-current pricing and shall be considered Software governed by these terms and conditions (unless otherwise noted in an Order). Implementation of a Maintenance Release, Update or Feature Release may require Customer to procure, at its expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Maintenance Release, Update or Feature Release, Customer will return or destroy all prior Maintenance Releases, Updates or Feature Releases.
3. Xerox may increase Software license fees and support fees for Application Software annually by an amount no greater than the CPI Adjustment Percentage.

# EXHIBIT I – SUPPLEMENTAL XEROX TOOLS TERMS AND CONDITIONS

|  |  |
| --- | --- |
| Xerox will install and configure, on-site, Xerox Tool(s) at a mutually agreed upon NGSC Site with the following specifications. The installation of Xerox Tools will require dedicated server(s), provided by Northrop Grumman, to be installed, functional and attached to the Northrop Grumman network infrastructure.  **Component** | **Specifications** |
| Tools |  Xerox Device Manager   Xerox Services Manager   Xerox Services Portal   Xerox Report Manager   Xerox Data warehouse |
| Operating Systems | Windows® 2008 R2 and R2 x64  Windows® 2012  Note: The following operating systems are not supported - Windows Vista®, Windows® XP, Windows® NT 4, Windows® 2000, Windows® 2000 Data Center, Windows® 2003 Server, and Windows® systems running on a Novell® client, Macintosh®, or non-NTFS partitions.  Note: Installation on a Domain Controller is not supported. |
| Web Server | Internet Information Services (IIS) 6.0 or above |
| Internet Protocol | Working Microsoft® TCP/IPv4 Stack |
| Browser | Internet Explorer® 7.0, 8.0, 9.0, 10.0, 11.0 |
| Access Components | Windows Data Access Components (WDAC): MDAC changed its name to WDAC (Windows Data Access Components) with Windows Vista and Windows Server 2008. WDAC is included as part of the operating system and is not available separately for redistribution. Serviceability for WDAC is subject to the life cycle of the operating system. |
| Microsoft® .NET Framework | Microsoft® .NET 3.5.1  Note: The .Net Framework is NOT installed and will need to be installed prior to running the installation for any of the tools.  Note: AJAX extensions are now installed along with the .NET 3.5.1 Framework. |
| Database Server | Database Server: Microsoft SQL Server® 2008 R2 or SQLServer® 2012. |

# EXHIBIT J – FORM OF COUNTRY PERFORMANCE AGREEMENT

**FOR INTERNATIONAL AFFILIATES**

**For:** Corporate Award # 3793 between Xerox Corporation and Northrop Grumman Systems Corporation (“Agreement”)

**Xerox Affiliate Name: [insert Xerox Affiliate name]**

**Customer Affiliate Name: [insert Customer Affiliate name]**

**Country Covered by this Country Participation Agreement: [insert country]**

This Country Participation Agreement (“Country Participation Agreement”) is made effective as of [day, month, year], by and between insert name of local Xerox Affiliate (“Xerox Affiliate” or “Seller”), located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and insert name of local Customer Affiliate (“\_\_\_\_\_\_\_\_\_\_\_\_\_”), located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and hereby acknowledges the signatories’ acceptance of the terms and conditions of the Agreement and incorporates its terms by reference, subject to the modifications set forth herein.

* + 1. **BACKGROUND; SCOPE**
  1. Background. Xerox Corporation (“Xerox”) and Northrop Grumman Systems Corporation (“Customer”) have entered into the Agreement, pursuant to which Xerox and Customer have agreed to the terms and conditions under which (1) certain Services and will be provided by Xerox to Customer; and (2) certain additional Services will be provided on a global and regional basis by Xerox Affiliates to Customer Affiliates within specified geographic territories.
  2. Scope. This Country Participation Agreement shall constitute a “Country Participation Agreement” as contemplated by the Agreement.
  3. Term. This Country Participation Agreement shall begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and expire on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless renewed by mutual agreement of the parties.
     1. **INCORPORATION OF TERMS AND CONDITIONS**

Each of the Parties to this Country Participation Agreement hereby expressly acknowledges and agrees that the terms and conditions of the Agreement are incorporated by reference into this Country Participation Agreement and shall govern the performance of the Parties hereto in all respects, except to the extent such terms are expressly amended, modified or supplemented pursuant to Section 4 of this Country Participation Agreement.

* + 1. **DEFINITIONS**

Capitalized terms used but not otherwise defined in this Country Participation Agreement will have the meanings ascribed to them in the Agreement.

* + 1. **AMENDMENTS AND SUPPLEMENTS TO THE AGREEMENT**

Except as otherwise expressly provided in the preceding provisions, no provision of the Agreement is amended, modified or supplemented by this Country Participation Agreement, other than as provided below. All other provisions of the Agreement shall remain in full force and effect. The following clauses are modified or replaced as follows:

i) List modification 1 here

ii) List modification 2 here, etc.

* + 1. **NOTICES**

All notices under this Country Participation Agreement shall be delivered to the following addresses, with a copy of such notices sent to the addresses set forth in the Agreement.

To Xerox Affiliate: To Customer Affiliate:

Attention: Attention:

This Country Participation Agreement, the Agreement, and any Appendices entered into under this Country Participation Agreement, are the complete agreement regarding the business transaction between the Parties that sign below and replace any prior oral or written communications between the Parties hereto regarding such business transaction.

By signing below, both parties agree to the terms of this Country Participation Agreement.

Agreed to: Agreed to:

[insert Customer Affiliate name] [insert Xerox Affiliate name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Authorized Signature

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_