# APPENDIX L TO DIR CONTRACT NO. DIR-CPO-4412

# INTELLIGENT WORKPLACE SERVICES

# STATEMENT OF WORK

# FOR

# [CUSTOMER NAME GOES HERE]

**Xerox Contract Number**

**xxxxxxx-xxx**

**DRAFT**

**SOW Version Date**

**xx/xx/xxxx**

SAMPLE ONLY

- THIS IS A SAMPLE STATEMENT OF WORK ONLY
- THE HEADERS AND SECTIONS WILL BE SIMILAR, HOWEVER BASED ON THE REQUIREMENTS OF THE CUSTOMER, SOME ITEMS MAY BE DIFFERENT.
- THE TABLES WILL BE UPDATED ACCORDING TO CIUSTOMER NEGOTIATIONS

Yellow denotes **optional SOW** Service components.

Green denotes configuration specific content.

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# 1 Description of Services

## 1.1 Executive Summary

This Statement of Work ("**SOW**") is made by and between Xerox Corporation ("**Xerox**") and [insert Customer entity] ("**Customer**") which shall collectively be known as the "**Parties**" pursuant to the terms and conditions in the [insert Services Contract name], Xerox Contract Number [insert 10-digit Services Contract #] of DIR Contract DIR-CPO-4412 ("**Contract**") dated [mm-**dd-yyyy** insert date SOW was signed] between the Parties.

In case of a conflict between the terms in this SOW and the DIR Contract DIR-CPO-4412, the terms of DIR Contract DIR-CPO-4412 shall control.

This SOW sets out provision of Services for Intelligent Workplace Services ("**Services**"**)** by Xerox in the Output Environment at the Sites. Xerox shall design, create, install, and operate the Services solution in three (3) phases: Transition, Transformation, and Service Operations as further described herein.

Customer agrees that all elements of the proposed Services (Services, Devices, and Sites) will be included in the Transformation, and in accordance with the key days shown below. In addition, all Transition and Transformation activities for all Sites must be completed prior to Xerox's notification of the completion of Transformation. Customer's failure to implement all elements of the proposed Services as documented in this SOW, prior to completion of Transformation, could result in a review of the Enterprise Design Principles, prompting re-scoping and / or re-pricing activities, and additional charges may be incurred by Customer.

## 1.2 Key Dates

The Term of this SOW shall commence on the _____ (Effective Date) and continue for xxxxx (XX) months from the date of the completion of Transformation as documented by Xerox in its written notification to Customer as referenced herein, including any extensions thereto as mutually agreed upon by the Parties.

| Key Date | Definition |
|---|---|
| | |

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# 2 Definitions

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

**(xxxxx)-**

**(xxxxx)-**

# 3 Transition

### 3.1 Transition Delay

Xerox shall not be liable for failure to meet the Project Plan or the SLAs where Xerox is unable to establish the Services, due to Customer or Customer's agent's failure to perform the Customer accountable Transition activities as outlined in this SOW.

### 3.2 Customer Transition Responsibilities

As a condition precedent to Xerox's obligation to perform its responsibilities under this SOW, Customer shall provide the following: (a) materially accurate headcounts at each Site; (b) reasonable access during Business Hours to all Sites necessary from the Effective Date through the Term; (c) reasonable access to End Users during Business Hours; (d) establishment of the storage and On-Site personnel work space as detailed in the Service Operations section of this SOW. Customer shall be responsible for the transition of Third Party Hardware to Xerox.

### 3.3 Project Management

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

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

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

### 3.4 Xerox Service Desk Workflow Implementation

Xerox Service Desk workflow implementation will be completed and tested to verify proper transfer of Service Incident information from Customer to Xerox. Validation will include the data to be captured, transferred, closed, and tracked for all Service Incidents and the process for Xerox to notify Customer of Service Incident closure and provide Service Incident Management access to the Customer.

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

SAMPLE ONLY

### 3.5 Equipment Certification

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

| ID | | |
|---|---|---|
| 1. | | |

**Permanent Model Office Environment**

A Model Office is a dedicated On-Site testing environment.

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

### 3.6 Xerox Tools

The appropriate Xerox Tools will be selected, installed, used, and managed solely by Xerox for the delivery of the Services. The installation of Xerox Tools shall require dedicated server(s) to be installed, functional, and attached to the Customer network infrastructure.

Xerox Tools are installed on the Customer's network to monitor networked compliant SNMP Devices automatically. Device information is collected and then uploaded and maintained in the Xerox hosted asset management database.

#### 3.6.1 On-Site Xerox Tools Deployment: Installation and Configuration Requirements

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

#### 3.6.2 Xerox Tools Connectivity

All Network-Attached Devices must be accessible over the Customer network by the On-Site Xerox Tools. The On-Site Xerox Tools must be allowed to scan approved ranges of the Customer network periodically for SNMP-compliant Devices, otherwise additional charges may apply.

##### 3.6.2.1 Connectivity – Xerox Tools (Hosted) Application(s)

Xerox shall host some Xerox Tools in a secure off-Site environment which communicate directly with the On-Site Xerox Tools deployed within the Customer's network. All Xerox Tools will be remotely accessible by Xerox personnel. Xerox and the Customer will agree upon the content and frequency of secure encrypted communications with the Xerox Tools at the hosted Xerox Site.

SAMPLE ONLY

### 3.6.3 Xerox Tools Update(s)

Upon implementation of the Xerox Tools, Xerox will provide on-going maintenance and update(s) of the Xerox Tools, as necessary.

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

### 3.6.4 Backup and Support for Xerox Tools Servers

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

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

## 3.7 Final Service Operations Preparation Activities

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

## 3.8 Cultural Change Management

Cultural Change Management is a communication process developed by the Parties to enable the Customer to inform and prepare their End Users for the introduction of new technology and processes related to the Services.

A component of our solution will be a communication plan that will be mutually developed, agreed upon, and implemented throughout Transition and Transformation. Xerox will work with the Customer to ensure the communication process is aligned to Customer's culture and specific requirements.

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

SAMPLE ONLY

# 4 Transformation

## 4.1 Transformation Delay

Xerox shall not be liable for failure to meet the Project Plan where Xerox is unable to deploy Equipment as outlined in the Site and Device Listing section, due to Customer or Customer's agent's failure to perform the Customer accountable Transformation activities as outlined in this SOW.

## 4.2 Transformation Preparation

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

## 4.3 Assessment

The Parties shall jointly complete a detailed Assessment, collecting the Device Data Elements as outlined in Exhibit A and described herein, and complete the placement of asset tags on all Devices. The Assessment will be completed per the agreed upon Project Plan.

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

### 4.3.1 Xerox Responsible Site(s)

The Parties shall mutually agree to the Project Plan for Xerox Responsible Sites and the governance process for capturing the asset information. Xerox will schedule resources to complete the Assessment and asset tagging of Devices for those Sites containing xxxx (XX) or more Devices ("**Xerox Responsible Sites**") as identified in Site Listing table.

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

### 4.3.2 Customer Responsible Site(s)

The Parties shall mutually agree to the Project Plan for Customer Responsible Sites and the governance process for capturing the Device Data Elements. Customer is responsible for the tasks as defined below, for those Sites containing less than xxxx (XX) Devices ("**Customer Responsible Sites**") as identified in Site Listing table.

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

### 4.3.3 Xerox Tools Device Data Elements

The Parties shall jointly provide as many of the Device Data Elements outlined in Exhibit A, as is appropriate, for the purposes of maintaining the current asset database in the Xerox Tools. It is understood that some Device Data Elements

SAMPLE ONLY

may not be available and that those missing elements shall be accepted by both Parties. Customer is responsible for providing Xerox with relevant information during the Assessment of the Devices.

All required Device Data Elements must be correctly identified and populated in the Xerox Tools database before the Device can be put In-Scope and managed.

## 4.4 Transformation Design

### 4.4.1 Site Plan Design

Following the completion of Assessment, Xerox will propose a Site Plan based on the Enterprise Design Principles Exhibit and the Site and Device Listing Section.

Following the completion of Assessment, Xerox will propose a Site Plan. The Enterprise Design Principles listed in this SOW are minimum ratios that Xerox will not go below during the deployment and ongoing management of the Output Environment, unless requested by Customer in the Site Plan Review Process.

Site Plan recommendation shall include:

- Asset Disposition List
- Financial Summary
- Site floor plans
- Business case report

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

### 4.4.2 Site Plan Review Process

The Parties shall utilize the following review and approval process for Site Plan recommendations

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

#### 4.4.2.1 Requested In-Scope Exceptions

Requested In-Scope exceptions and clarifications fall within one of the following categories:

- **End User demonstrates a change to the Enterprise Design Principles for a Site or department level requirement -** If the Enterprise Design Principles and the Site and Device Listing Section were adhered to by Xerox in the construction of the initial Site Plan, Xerox will escalate the request to Customer for review. If the request is approved by Customer, Xerox will modify the Site Plan which may require a different mix of Devices or incremental Devices to correct the requirement gap. Enterprise Design Principles and the Site and Device Listing Section changes of this nature shall be considered exceptions. Approved requests will be outlined via the Change Control Process and may incur an additional charge.
- **End User wants to keep local devices -** Xerox will escalate the request to Customer for review. Approved requests will be outlined via the Change Control Process and may incur an additional charge.

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- **End User believes Xerox has missed one or more of their business requirements in the initial Site Plan -** Xerox will review the additional information provided by Customer (missed Devices and/or functionality) to determine if a miss occurred based on the Enterprise Design Principles. If the Enterprise Design Principles were not adhered to, Xerox will be responsible to modify the initial Site Plan which may require a different mix of Devices or incremental Devices to correct the miss. Enterprise Design Principles and/or Device changes of this nature should not be considered an exception, rather a clarification of End User requirements.

The Site will be considered Transformed (completed) when the configuration of Devices at the Site aligns to the mutually agreed upon Site Plan. If Customer requests Equipment to be added to a Site Plan after a Site has been Transformed, those Devices will be considered Additional Equipment, and handled using the "Add" process detailed in the MACD section of this document.

### 4.5 Transformation Scheduling

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

### 4.6 Delivery, Installation, and Removal

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

Removal of devices, by Xerox, shall be scheduled to be completed in conjunction with Equipment delivery. Removal of devices that requires additional trips to the Site shall be charged a Site revisit charge, as provided under Exhibit C Fee Schedule.

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

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

### 4.7 Equipment Training

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

SAMPLE ONLY

# 5 Service Operations

## 5.1 Governance and Performance

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

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

### 5.1.1 Operational Review Meetings

Xerox will schedule joint communication and status review meetings with the Customer's designated focal point as required. Xerox recommends a monthly operations review. Topics discussed during these reviews may include:

- Open issues and progress toward resolution
- Proposed /impending changes
- Status of special projects
- Customer support requirements
- Customer management support
- Communication needs

### 5.1.2 Quarterly Business Reviews

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

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

### 5.1.3 Management Structure

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

| Resource Role | Overview | Accountable |
|---|---|---|
| | | |

SAMPLE ONLY

### 5.1.4 Customer Surveys

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

## 5.2 Service Level Management

### 5.2.1 SLA Metrics

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

### 5.2.2 Service Levels

| Equipment | | | | |
|---|---|---|---|---|
| **Service Level Agreement (SLA)** | **SLA Measurement Criteria** | **Service Level Objective (SLO)** | **Service Level Agreement** | **SLA Attainment** |
| | | | | |

### 5.2.3 SLA Measurement

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

| Equipment Uptime | |
|---|---|
| | |
| **Break Fix Xerox Service Desk Response Time** | |
| | |

SAMPLE ONLY

| Equipment Break Fix Resolution Time | |
|---|---|
| | |

### 5.3 Reporting

Xerox will monitor performance of the Devices and the effectiveness of the Services.

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

#### 5.3.1 Standard Reports

| Report Name | Description | Frequency |
|---|---|---|
| | | |

### 5.4 Xerox Service Desk Support

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

#### 5.4.1 Xerox Service Desk

The Customer's Service Desk will be the first point of contact (Level 1) and the process owner for End User feedback of all reactive Service Incidents from initial identification to closure/resolution of the Service Incident. Xerox will provide a single point of contact at the Xerox Service Desk, via telephone or via the Xerox Services Portal (XSP), which is available as Level 2 support. Proactive Service Incident support is available only for Network-Attached Devices that are fully compliant with the Xerox Tools. If a Service Incident reported to the Xerox Service Desk is identified as an issue that the Customer is responsible for resolving, including without limitation, desk-side support, print queue/print server, or network connectivity, then the Xerox Service Desk shall re-route the Service Incident back to the Customer's Service Desk for closure/resolution, along with any available problem identification information that was provided to Xerox. Xerox shall provide Customer a monthly Service Incident report from the Xerox Tools.

#### 5.4.2 Standard Xerox Service Desk Services

| ID | Service Elements | Accountable |
|---|---|---|
| 1. | | |

#### 5.4.3 Proactive Service Incidents

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

If Xerox Tools detect a Device condition that has exceeded an established threshold, then a Device remote alert shall be generated, and the Incident shall be reported to the Xerox Service Desk.

SAMPLE ONLY

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

### 5.4.4 Reactive Service Incidents

If an End User places a request to Customer's Service Desk, then the Customer's Service Desk will perform problem determination according to mutually agreed upon processes and procedures. The Service Incident information must include (a) End User name, email, and contact number; (b) Site; (c) address, building and floor number; (e) type of Device or Service; (f) the Asset Tag Number; (g) brief problem description; and (h) Customer Service Incident reference number (if applicable).

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

## 5.5 Break Fix Management

Xerox shall provide the management of Break Fix Service Incidents to the point of issue resolution including, but not limited to remote resolution, dispatching of a technician or vendor, tracking the status of Break Fix Service Incidents, and reporting on Service performance levels as set forth in this SOW. The Customer will provide access to each Site and Device. Remote monitoring of Network-Attached Devices enables Xerox to remotely resolve or proactively dispatch a Xerox resource for Break Fix Service Incident resolution. In the table below are conditions required for Xerox's effective delivery of the Services and SLA compliance described in this SOW. For In-Scope Third Party Hardware as set forth in Appendix C of DIR Contract DIR-CPO-4412, Xerox will follow OEM guidelines on whether a component is End User replaceable or not.

If Xerox determines a Device that is In-Scope Third Party Hardware is classified by the OEM as service discontinued, or parts or Supplies are no longer commercially available, or the cost of repair exceeds the value of the Third Party Hardware, Xerox, Xerox will discontinue Break Fix Service and Customer may, via the Change Control Process: (i) replace such Device at its own expense with a Device that is then-supported by Xerox; or (ii) notify Xerox to delete such Device from the Services set forth herein.

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

### 5.5.1 DocuCare On-Site Services

DocuCare On-Site Services are incremental to the standard Break Fix Service for Devices.

The DocuCare Services shall:

- Understand common fault codes and correct them
- Diagnose and correct common image quality problems
- Perform color balancing and color printer calibration, when required.
- Replace major components in the print engine, fusing, and paper handling system
- Promote Break Fix Service Incident avoidance, including use of web-based applications that provide self-help, troubleshooting guidelines, and other technical resources for problem resolution
- Clean Devices and distribute Customer-inventoried Consumables to the DocuCare supported Sites described below

SAMPLE ONLY

- Be available to the Customer during Business Hours
- Support up to {enter #} Devices
- Sites serviced under DocuCare are outlined below

| Site Identifier | Site Physical Address | City | State | Zip Code |
|---|---|---|---|---|
| | | | | |

### 5.5.2 ASE On-Site Services

ASE On-Site Services are incremental to the standard Break Fix Service for Equipment.

The Account Service Engineer ("ASE") Services shall:

- Be responsible for escalating specific machine issues to the Xerox Service Desk. Identify and resolve potential Equipment service problems
- Perform standard Break Fix service
- Perform service maintenance tasks including high frequency service items, when applicable
- Understand machine fault codes and correct them
- Diagnose and correct common image quality problems
- Replace major components in the print engine, fusing subsystem, and paper handling areas of the print engine.
- Perform color calibration as required
- Promote Break Fix Service Incident avoidance, including use of web-based tools that provide self-help, how-to information, troubleshooting guidelines, and other technical resources to resolve problems locally. This requires the ASE to have access to the Internet at the Site
- Maintain the On-Site inventory of parts. Customer is responsible for providing a secure location for parts to prevent theft or unwarranted usage of such
- Be available to the Customer during Business Hours
- Support up to {enter #} units of Equipment
- Sites serviced by the ASE are outlined below

| Site Identifier | Site Physical Address | City | State | Zip Code |
|---|---|---|---|---|
| | | | | |

### 5.5.3 On-Site Activities and Storage Areas

Xerox and the Customer will mutually agree on the provision of locked storage areas, where required, to maintain an agreed to supply of backup Devices, and parts, needed to provide Services to End Users per the requirements of this SOW. Stored Devices are also tracked in the Xerox asset database. Devices removed from secure storage by Customer staff must be coordinated with Xerox operations to assure proper asset tracking. Local Customer personnel access to secured storage must be limited. Xerox is not responsible for loss of items that are not solely controlled by Xerox. Customer will provide:

- Suitable working space with Customer network access and lockable closet storage for Devices, spare parts and Supplies as determined by Xerox
- Additional cubicle space in a Customer's Site for Xerox use, if required

### 5.5.4 Environmental Health and Safety

Xerox maintains policies against operating Third Party Hardware that Xerox employees are not properly trained on.

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

### 5.6 Supplies Management

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

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

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

- Equipment Uptime SLA commitments are dependent on the Customer's ability to perform this effort.
- Devices qualifying for this service must be connected to the network, communicating and compatible with the Xerox Tools for Supplies monitoring.

If Customer requires OEM Third Party Supplies other than OEM compatible, Customer shall be billed for such OEM Third Party Supplies. Xerox is not liable for constrained or discontinued Third Party Supplies.

In order to maximize Supplies utilization, Customer agrees that all Supplies shall be run to their cease function point before being replaced.

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

Customer may return designated used Supplies using the process described at the URL below. Supplies returns require the Customer to go to Xerox.com.

The Xerox Supplies return process is fully described at:
http://www.xerox.com/perl-bin/product.pl?mode=recycling&XOGlang=en_US&referer=xrx

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

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

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

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

SAMPLE ONLY

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

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

### 5.7.1 Move

Device moves are considered Ad Hoc Requests. Additional charges as provided under Exhibit C Fee Schedule shall apply.

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

### 5.7.2 Add (Device)

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

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

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

### 5.7.3 Add (Proposed Site)

To add a proposed site, Customer shall submit the following information for each proposed site:

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

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

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

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### 5.7.4 Change

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

Additionally, changes may occur in the information associated with a Device, for example, contact names and addresses. This information is tracked in the Xerox Tools asset database.

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

### 5.7.5 Dispose

Xerox is responsible for disposal of all Xerox-owned Devices during the Term. For all other Devices, Customer shall advise Xerox of any planned disposals in advance, to ensure that the Xerox Tools asset database is kept up to date. The Parties shall coordinate the disposal of Devices according to the Transformation schedule or the installation of Devices. Disposal of non-Xerox owned Devices shall be the sole expense and responsibility of Customer.

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

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

## 5.8 Equipment Security

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

Xerox provides guidance and recommendations at http://www.xerox.com/security to facilitate this process.

### 5.8.1 Additional Security Requirements

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

- Implementation of an application to provide new functionality such as ‘follow-you’ printing
- Any such requests may be made according to the Change Control Process and would incur additional charges.

### 5.8.2 Virus Protection

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

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### 5.8.3 Data Security

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

#### 5.8.3.1 Data Security - Hard Drive Removal

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

### 5.8.4 Equipment Base Software Updates

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

| ID | Activity | Accountable |
|---|---|---|
| 1. | | |

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

## 5.9 Xerox Services Portal

The Services offering provides End Users with convenient and simple to use access to Xerox Services via a web portal. Xerox shall create an End User facing web portal, Xerox Service Portal (included in Xerox Tools), to provide access to Services, Device information, feedback forms, and other features.

### 5.9.1 Service Portal Features:

- Meter Read submission: This feature allows an End User to add manual meter reads for non- Network-Attached Devices.
- Supplies ordering: This feature is available to request Supplies for special situations or for non- Network-Attached Devices.
- Service Incident creation / submit Service Incident request: This feature is available to handle non-Network-Attached Devices and special situations.
- Customer End User documentation: End User documentation can include FAQs, printing tips, and instructions.
- Survey / voice of the Customer feedback: This is a simple five (5) question survey, designed to measure End User satisfaction. It was designed to fulfill two (2) functions; measuring Customer satisfaction over time and providing actionable information.
- Equipment information, virtual demos, and training: This help feature for End Users provides deep links to Xerox.com Device information and support for Devices in the Output Environment.

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### 5.9.2 General Assumptions for Standard Portal:

The Xerox Services Portal is implemented to display information commonly to all End Users. A quote shall be provided if two (2) or more End User groups require different information to be displayed.

The Xerox Services Portal utilizes the Customer's existing print queues if the install and find Device feature is needed. End Users may be categorized in the following groups: Customer or privileged Customer. No other custom groups are available.

### 5.9.3 Optional / Advanced Service Portal Features:

- Find / install Devices: This advanced feature enables End Users to find Devices and install their print drivers on their systems from the portal web page.

In order for Find/install Devices to work, the Customer must be using print queues. This functionality relies on accurate print queue information. The Customer must provide a listing of each Device's queue. It is important that MACD processes are followed closely to make sure that Device floor maps and queue data are accurate.

While physical Device floor maps are not an absolute requirement, if provided, they enable End Users to see the Device's physical location on a map. If direct IP printing is used rather than print queues, a quote shall be provided to the Customer for additional setup costs.

# 6 Site and Device Listing

## 6.1 Site Listing

The Services are provided at the following agreed-upon Sites:

**Table 6-1: Site Listing**

| Site Identifier | Site Physical Address | Xerox or Customer Responsible Site |
|---|---|---|
| *Example: Marketing HQ, Flr 3 to 5, Park Ave* | *Ex: 245 Park Ave, NY, NY 10019* | *Choose one* |

## 6.2 Devices

The Services are provided for Networked-Attached Devices at the Sites. These Networked-Attached Devices must be accessible over the network by the Xerox Tools.

- Xerox is not responsible for any support or services for non Network-Attached printers.
- Xerox shall provide reactive Services only to non Network-Attached floor console, monochrome and color, MFD Devices.

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

## 6.3 Equipment Deployment Schedule (Quantity)

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

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**Table 6-2: New Equipment Deployment Schedule by Quantity by Month**

| Equipment Type | | Month | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Type (A3 or A4 and Printer, Floor Console MFD, Desktop MFD) | Equipment Models | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | | | |

**Table 6-3: Retained Equipment by Quantity**

| Type (Printer, Floor Console MFD, Desktop MFD) | Model | Serial # |
|---|---|---|
| | | |

## 6.4 In-Scope Third Party Hardware

Populations are expected to change over time as In-Scope Third Party Hardware as set forth in Appendix C of DIR Contract DIR-CPO-4412 is added and removed. The listing at start up and at any given time thereafter will consist of assets registered in the Xerox Tools asset database as In-Scope. This listing will be maintained within the Xerox Tools and can be provided, upon request, through the standard reports at any time during the Term.

**Table 6-4a: Retained Third Party Hardware Listing (Customer Owned)**

| Manufacturer | Model | Quantity |
|---|---|---|
| | | |

**Table 6-4b: Retained Third Party Hardware Listing (Customer Leased)**

| | | | Services Provided by Xerox under this SOW | |
|---|---|---|---|---|
| Serial # | Make | Model | Help Desk | Reporting |
| | | | | |

**Table 6-5: Services and Third Party Supplies Pricing for In-Scope Third Party Hardware**

| Services Covered | Charges |
|---|---|
| | |

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# 7 PRICING

## 7.1 Pricing Overview

The charges for various Devices and Services ("**Price**" or "**Pricing**") included in this SOW are detailed in this Section and are subject to DIR Contract DIR-CPO-4412, including but not limited to Appendix C, Pricing Index and exclude all applicable taxes per the Contract. Pricing provided to Customer prior to the completion of the Assessment is a good-faith estimate based upon a data sample and good faith assumptions regarding the Customer's then-current Output Environment as documented in the Enterprise Design Principles. Final Pricing will be based upon a number of variables including, but not limited to, End User to Device ratio, number of End Users, Impression Volume, and Device type, as determined during the Assessment, and as mutually agreed to by the Parties and documented via the Change Control Process.

## 7.2 Billing Process

Xerox will invoice Customer in accordance with Appendix A, Section 8.J of DIR Contract DIR-CPO-4412, as outlined in Exhibit F, Xerox Invoice Presentment Form.

### 7.2.1 New Equipment Pricing

All new Equipment Pricing (including base configurations and accessories) is detailed in Table 7-1 below. Such Pricing consists of (1) an Equipment Monthly Minimum Charge ("**MMC**") and (2) the Price charged per Impression made by Equipment ("**PPI**" or "**Price Per Impression**", which may also be referred to as "**Additional Impression Charge**" on Orders). The Equipment MMC covers Customer's use of the Equipment for a committed term of xxxx (XX) months ("**Lease Term**") from the date of install. Depending on the Capabilities of the Equipment, the PPI charge will consist of two (2) components: (i) a PPI charge for Impressions produced in black and white (monochrome) and in the absence of any other color ("**B/W Impressions**"), and/or (ii) a PPI charge for Impressions that are not B/W Impressions ("**Color Impressions**"**)**. For the avoidance of doubt a combination of B/W Impressions and Color Impressions on a single Impression shall be considered as Color Impressions. The PPI charge includes Consumable Supplies, and the portion of the maintenance charge that varies by Impression Volume.

### 7.2.2 New Equipment Billing

In accordance with Appendix A, Section 8.J of DIR Contract DIR-CPO-4412, Xerox shall invoice Customer for new Equipment monthly, with charges determined by (i) multiplying the actual quantities of Equipment in the Output Environment by the applicable MMC shown in Table 7-1, plus (ii) the actual Impression Volumes run on such Equipment multiplied by the applicable PPI charge(s) for each type of Impression. Equipment that is installed during the month will have their MMC pro-rated based on the date of installation.

### 7.2.3 Device Services Pricing

In accordance with Appendix C, Pricing Index of DIR Contract DIR-CPO-4412, Table 7-3 shows the applicable Monthly Services charges based on the expected number of Devices supported. The final number of Devices supported will be determined by Devices installed or remaining within the Output environment per the Site Plans at the completion of Transformation. Other services, as requested and mutually agreed upon via the Change Control Process will be priced and added to the invoice as set forth in the authorized change.

### 7.2.4 Third Party Hardware Pricing

In accordance with Appendix C, Pricing Index of DIR Contract DIR-CPO-4412, Table 7-2 shows Third Party Hardware Prices and the applicable fixed Monthly Charges, based on the expected number of such In-Scope Third Party Hardware supported. The final number of such In-Scope Third Party Hardware to be supported will be determined by the In-Scope Third Party Hardware installed or remaining within the Output environment per the Site Plans at the completion of Transformation. Other services, as requested and mutually agreed upon via the Change Control Process, will be priced and added to the invoice as set forth in the authorized change.

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### 7.3 Retained Existing Equipment

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

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

### 7.4 Retained Devices

Any remaining liabilities on existing devices may limit Xerox's ability to remove or replace such existing devices, which may affect the Site Plan. In order for such existing devices to receive any of the Services under this SOW, said existing devices must be listed under the Site and Device Listing section.

### 7.5 Additional Pricing

#### 7.5.1 Transformation State Equipment Change

If prior to or during the period between the Commencement Date of Services and the completion of Transformation ("**Transformation State**"), Customer requests an Equipment change from one or more models of Xerox-recommended Equipment to a different model of Equipment, and the Xerox-recommended Equipment has not been installed, Xerox shall provide Customer with the incremental Equipment MMC, and quote any additional charges associated with installation, setup, or training based on the work to be performed that was not required with the original Equipment. If approved via the Change Control Process, any incremental Equipment monthly charge and additional charges resulting from an Equipment change will be reflected on the next invoice following installation of the changed Equipment.

#### 7.5.2 Additional Equipment Pricing

For Additional Equipment added as part of the MACD process, Xerox shall include additional charges, in accordance with Appendix C, Pricing Index of DIR Contract DIR-CPO-4412, associated with setup, installation, training, and the incremental Equipment MMC resulting from a change on the next invoice following installation. Additional Equipment may incur additional MMC charges, which shall be established via the Change Control Process.

### 7.6 Services Outside of Business Hours

A request for Services outside of Business Hours will be billed at Xerox's then-current overtime rates, which shall be quoted upon request for such Services. Any additional services requested by Customer that are not included in this SOW shall be billed at Xerox's then-current rates, which shall be quoted via the Change Control Process for such services at the time of request.

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**Table 7-1: New Equipment Price List**

In accordance with Appendix C, Pricing Index of DIR Contract DIR-CPO-4412, Customer may add Equipment at the prices stated in the table below ("**Price List**"). Any balances refinanced from a prior agreement and any applicable early termination charges will be incremental to such prices. Products that (i) are not included on the Price List, (ii) are added for a term other than those specified in the Price List, or (iii) are added with a different accessory configuration, will be at the mutually agreed upon prices set forth in the applicable Order. The Price List is effective for Orders placed during the Term. Any renewal or modification of the Price List will be established via the Change Control Process and will apply to prospective Orders only. Notwithstanding the above, pricing as reflected in a signed Order shall prevail over any Pricing contained in the Price List.

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

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

| Equipment Type (A3/ A4) (floor console MFD, MFD, Printer) | Equipment Model | Equipment Model / Accessories / Descriptions | Monthly Minimum Charge (MMC) | B/W Print Charge | Color Print Charge |
|---|---|---|---|---|---|
| **XXXX** | **XXXX** | XXXXXXX | $$$$$ | $$$$$ | $$$$$ |

**Table 7-2: Services and Third Party Supplies Pricing for In-Scope Third Party Hardware**

| Services Covered | Charges |
|---|---|
| | |

**Table 7-3: Services Pricing**

| Service Pricing | Charges |
|---|---|
| | $xx,xxx per month |

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

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# 8 AUTHORIZED SIGNATURES

By signing below, each Party agrees to the terms of this Statement of Work, including all Exhibits and Schedules attached hereto and incorporated herein, and Customer authorizes Xerox to commence performance of the Services as described herein.

IN WITNESS WHEREOF, authorized representatives of the Parties set forth below have executed this Statement of Work with the Effective Date set forth herein.

| **XEROX CORPORATION** | **CUSTOMER** |
|---|---|
| By: _____ | By: _____ |
| Name: | Name: |
| Title: | Title: _____ |
| Date Signed: | Date Signed: |

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# EXHIBIT A: DEVICE DATA ELEMENTS

**Table A-1: Xerox Tools Device Data Elements***

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

| Xerox Tools Device Data Elements | Data Source (Xerox, Customer, or both) |
|---|---|
| | |

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# EXHIBIT B: ENTERPRISE DESIGN PRINCIPLES

These assumptions shall govern the process Xerox utilizes to design and develop the Site Plans. Modifications to these Enterprise Design Principles (if required) during the Term shall be managed via the Change Control Process. When Xerox creates Site Plans, the criteria for individual Sites may vary and fall outside of some Enterprise Design Principles.

| **Design Criteria and Assumptions** | **Equal to or Greater than** |
|---|---|
| – Estimated Average Monthly Mono Impression Volume | [ ] |
| – Estimated Average Monthly Color Impression Volume | [ ] |
| – Total Equipment quantity to be installed | [ ] |
| – Third Party Hardware quantity to be retained | [ ] |
| – Equipment quantity to be retained | [ ] |
| – End User to Device ratio of | [ ] |
| – Printer to MFD ratio of | [ ] |
| – End User to A3 Color MFD ratio of | [ ] |
| – End User to A3 Mono MFD ratio of | [ ] |
| – Color Capable to Mono Device ratio of | [ ] |
| – End User to Color Capable Device ratio of | [ ] |
| – End User to Fax/Copy/Scan ratio of | [ ] |

**Additional Design Principles**

- Non Network-Attached printers or standalone fax devices will be removed from the Output Environment as outlined in the Site Plan.
- Any remaining liabilities on existing devices may limit Xerox's ability to remove or replace such existing devices, which may affect the Site Plan. In order for such existing devices to receive any of the Services under this SOW, said existing devices must be listed under the Site and Device Listing section.
- Placement of Multifunctional Devices (MFDs) will primarily be centralized on each physical floor (limited only by building layout). Consideration will be given to current workflow, Impression Volumes, and device locations.
- Placement of single function Devices will primarily be decentralized on each physical floor (limited only by building layout). Consideration will be given to current Impression Volumes and device locations.
- Regulatory requirements may preclude the achievement of or override other guidelines in this document; for example, the centralization of Devices. In such an event, the Site Plans will comply with all applicable regulatory requirements, as provided by Customer to Xerox, without violating the above Enterprise Design Principles. If the other guidelines are violated, placements require business approved needs to be incorporated into the Site Plans.
- Device selection will be based on available space, availability of infrastructure at the Sites (e.g. existing network drops, power, fax-line, and furniture), End User requirements, Impression Volumes, and the above Enterprise Design Principles.
- Reasonable efforts will be made to utilize existing Site infrastructure capabilities where available. If the current Sites do not support the proposed Device in the Site Plan, then Xerox and Customer will select a new location for the proposed Device, which may require an exception to the above Enterprise Design Principles, or must accommodate the addition of furniture, power, and/or network drops prior to Transformation.

**NOTE:** Transformation cannot begin until Customer has made Site changes (if required), unless otherwise agreed upon by the Parties. (See Site readiness review activity in Transformation Scheduling section). All Device requirements including space, network, and power must be met (e.g., a Device will not be placed in an area on a floor at a Site without sufficient space) for each proposed placement.

**Equipment**

- Network-Attached mono/color MFDs and copiers
- Network Attached mono/color printers

The table below represents the specifications for the Equipment to be used in the Services. Specific Equipment models may be modified during the Term to reflect new models of Equipment as they are introduced where they provide similar

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and/or enhanced Capabilities. The Equipment outlined in this table shall follow the deployment schedule outlined in the Site and Devices Listing section of this SOW.

**Table B-1: Proposed Equipment Configuration**

| A3 Floor Standing MFD | |
|---|---|
| **Features** | **Configuration** |
| | |

| A4 Desktop MFD | |
|---|---|
| **Features** | **Configuration** |
| | |

| A4 Printer | |
|---|---|
| **Features** | **Configuration** |
| | |

| A3 Printer | |
|---|---|
| **Features** | **Configuration** |
| | |

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# EXHIBIT C: FEE SCHEDULE

**Table C-1 – Fee Schedule**

The following activities are chargeable events and are not included in the Services outlined in this SOW. Upon request by Customer, the fees for these activities shall be quoted based on the then Xerox current rates.

| Fee Schedule | |
|---|---|
| **Ad Hoc Activity** | **Notes** |
| | |

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# EXHIBIT D: RESOURCES

**Table D-1: Customer Resources**

| Customer Resource Role | Scope of Responsibilities | Time Commitment | When Required |
|---|---|---|---|
| | | | |

**Table D-2: Xerox Resources**

| Xerox Resource Role | Scope of Responsibilities | Time Commitment | When Required |
|---|---|---|---|
| | | | |

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# EXHIBIT E: COMPLETION OF TRANSFORMATION LETTER [EXAMPLE]

**Your Name Here**
*Client Operations Director*
Your Xerox Organization

Xerox Corporation
800 Phillips Road
MS 0129-39C
Webster, NY 14580

Your.Name@xerox.com
tel 123.456.7890
fax 585.422.1234

Month xx, 20xx

First Name Last Name

*Title*

Customer Legal Entity Name Here

Street Address Line 1

Street Address Line 2

City, State ZIP

Dear Customer Contact Name Here:

This Notification Letter is to inform you that Xerox has completed the Transformation of your Output Environment as of xx-xx-xxxx, per the terms included in Xerox Contract Number xxxxxxx-xxx and the Statement of Work dated xx-xx-xxxx.

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# EXHIBIT F: INVOICE PRESENTMENT SOW FORM (IPSOW)

In accordance with Appendix A of DIR Contract DIR-CPO-4412.

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