

## APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3409

### Xerox® Digital Alternatives 2.0

#### The Parties Agree as Follows:

1. **DEFINED TERMS:** Terms defined within the Agreement used herein shall have the meaning set forth therein unless expressly set forth otherwise below:
  - **Administration Guide, and Installation and Configuration Checklist** - the (i) administration guide, (ii) client user guide and (iii) installation and configuration checklist which set out Xerox's requirements for Implementation.
  - **Client User Guide** -The End User facing installation and configuration guide for the PC and/or iPad Clients.
  - **Documentation** – means the Administration Guide, Client User Guide, Installation and Configuration Checklist, system and technical requirements and other materials customarily provided with the Licensed Software.
  - **End User(s)** – Company's employees, consultants, service providers or any third party clients authorized to use the Licensed Software.
  - **End User Pack** – means the defined number of Seats available for order. End User Packs are available in different quantities; however the minimum order is one End User Pack of 100 Seats per local server.
  - **Implementation** – the installation, configuration, registration, and activation of the Licensed Software on Customer's network and/or Customer's server(s), PC desktops and/or laptops and iPads as further set forth herein.
  - **Licensed Software** – means the Xerox® Digital Alternative Software and the Vega Data Communicator.
  - **Mac** – means an Apple®-based operating system desktop or laptop computer which Xerox decides is eligible to support the Xerox® Digital Alternatives iPad/Mac Client as identified in the Administration Guide.
  - **PC Computer or PC** – means a Windows operating system desktop and/or laptop computer which Xerox decides is eligible to support the Xerox® Digital Alternatives PC Client as identified in the Administration Guide.
  - **Seat** - A single registered End User of the Services in which a copy of Xerox® Digital Alternatives Client has been installed on the End User's device, as applicable.
  - **Schedule Effective Date** – The date of last signature below.
  - **Schedule Services** – means the services related to the ongoing user account management and service maintenance provided by Xerox as set forth in this Schedule, including Attachment B.
  - **Usage Data** - End User document interactions captured by the Xerox® Digital Alternatives Local Server, using the Vega Data Communicator, as part of the reporting process, including instances of reading, signing, annotating, and sharing documents.
  - **Usage Report** – Displays registered End Users and associated collected Usage Data.
  - **Vega Data Communicator** – means the software installable on a Customer server for enabling scheduled and ad hoc data transfers from installed Sites to a remote location for business intelligence data and reporting, including Usage Data, on behalf of Customer.
  - **Xerox® Digital Alternatives Android Client** – The End User facing software component that resides on the End User's Android device.

- **Xerox® Digital Alternatives Central Server** – means the cloud component of the Xerox® Digital Alternatives used for Customer account creation and licensing.
- **Xerox® Digital Alternatives Client** – either the Xerox® Digital Alternatives PC Client, the Xerox® Digital Alternatives Android Client or the Xerox Digital Alternatives iPad/Mac Client, and those other device clients approved by Xerox and identified in the Administration Guide as applicable.
- **Xerox® Digital Alternatives iPad/Mac Client** – The End User facing software component that resides on the End User’s iPad/Mac.
- **Xerox® Digital Alternatives Local Server** – means the local server component of the Xerox® Digital Alternatives for performing Customer authentication tasks, replicating documents for use on other End Users’ devices, and for interfacing with the Xerox® Digital Alternatives Central Server.
- **Xerox® Digital Alternatives PC Client** – The End User facing software component that resides on the End User’s PC Computer.
- **Xerox® Digital Alternatives Software** – means the software products used to provide the Services, including the Xerox® Digital Alternatives Clients, the Xerox® Digital Alternatives Central Server, and the Xerox® Digital Alternatives Local Server components, all in object code format.

**2. SERVICES DESCRIPTION:** Xerox will provide the Schedule Services as set forth herein. Xerox shall begin providing the Schedule Services upon the Schedule Effective Date.

- a. **Customer Acknowledgements:** Customer acknowledges and agrees that: (i) Customer shall provide the applicable Customer IT resources and sufficient access to the Customer network to support On-Site and/or remote installation and post-installation support of the Licensed Software; (ii) the Services require access to the Xerox® Digital Alternatives Central Server which is installed on the Microsoft Azure (or other third party) cloud for the purpose of account creation and tracking Seats; and (iii) the Xerox® Digital Alternatives Local Server and Vega Data Communicator is installed, will provide Usage Reports to Xerox via email or other communication means of Xerox’s choice. Customer acknowledges that the Xerox® Digital Alternatives Client will only operate on PC-based operating systems, Android devices, Macs, iPads, and other devices as indicated in the Administration Guide; Xerox minimum hardware and software requirements for networks, servers, PCs, Macs, Android devices, iPads, and other devices are specified in the Administration Guide and/or Checklist. Customer acknowledges that the Xerox® Digital Alternatives iPad/Mac Client is available only through the Apple App Store and is subject to acceptance of a click wrap end user license agreement. Customer acknowledges that the Xerox® Digital Alternatives Android Client is available only through the Google Play Store and is subject to acceptance of a click wrap end user license agreement. The Services and Licensed Software are installed electronically unless otherwise stated in this Schedule. Customer further acknowledges that if electronic signature services are available from a third party provider accessible through Xerox® Digital Alternatives, Customer will be directed to the third party web site. Xerox makes no representations or warranties as to the availability of, connectivity to, or legal effectiveness of the third party electronic signature services.
- b. **Implementation:** Implementation encompasses all of the processes to enable the Licensed Software in the Customers network environment, including “Certification and Pre-Installation” and “Production Environment Installation” (described below). At the conclusion of the Production Environment Installation, Implementation will be considered complete and billing to Customer will commence per Attachment A.
  - **Certification and Pre-Installation.** Xerox and Customer have up to thirty (30) days after the Schedule Effective Date, or such later date as the Parties may agree in writing to install and certify the Licensed Software on a test server, including End User testing for up to fifty (50) Seats, on its network (“Certification Period”). Upon expiration of the Certification Period, Xerox will proceed with Production Environment Installation.
  - **Production Environment Installation.** After Certification and Pre-Installation is completed, Xerox and Customer will install the Licensed Software in the Customer’s production (steady state) network environment. Production Environment Installation will include the validation by Xerox that: (i) Xerox® Digital Alternatives Local Server has been installed on the Customer’s server(s) at the locations set forth in **Attachment A-1**; (ii) the Xerox® Digital Alternatives Local Server is connected to the Xerox® Digital Alternatives Central Server to establish the Customer account; and (iii) ) the Xerox® Digital Alternatives Client has been installed on at least one (1) designated End User device that has been assigned/registered to the Xerox® Digital Alternatives Central Server. Customer is responsible for installing the remaining Xerox® Digital Alternatives Clients up to the number of Seats ordered on

Attachment A on the applicable devices. Customer acknowledges that the benefits of the Services depend on Customer's prompt installation of the required Xerox® Digital Alternatives Clients.

- c. **Roles and Responsibilities:** Implementation and the performance of the Schedule Services depend on each party meeting its responsibilities and on effective cooperation and communication between the parties. The table of roles and responsibilities in **Attachment B** is intended to allocate such responsibilities and enable that effectiveness. In particular Customer acknowledges that it is responsible for communications to End Users in order to achieve the benefit of the Schedule Services and for ensuring that the desired number of Seats are active.
  - d. **Disclaimer:** Xerox does not control the End User's PC Computer/iPad/Mac/Android device configuration or software configuration of any other Third Party Software installed on the End User's PC Computer, iPad/Mac/android device. Xerox shall not be responsible for any delay or failure to perform the Schedule Services to the extent that the delay and/or failure is caused by Customer's failure and/or delay in performing its responsibilities under this Schedule or for reasons outside Xerox's reasonable control, including Customer's Assets, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer's Assets. Xerox is not liable for delays in Implementation due to Customer's delay, inability or failure to complete Customer's responsibilities as outlined in this Schedule.
- 3. TERM:** This Schedule shall commence upon the Schedule Effective Date
- **Termination:** Termination shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3409.
  - **Effect of Termination:** Upon termination or expiration of this Schedule, all rights to use the Licensed Software and access to the Schedule Services ceases. Subject to record retention laws and policies, Customer agrees to allow Xerox to remove all copies of the Licensed Software from Customer's network and servers. Customer agrees to remove all copies of the Licensed Software from End User PCs and iPads. Customer is responsible for configuring its network print queue environment, print drivers and any affected print functionality after removal of the Licensed Software. Customer may engage Xerox for a fee to support any such configuration.
- 4. CHARGES:** Total Charges for Schedule Services consist of the Charges as set forth in Appendix C of DIR Contract No. DIR-TSO-3409, Taxes shall be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-3409. Charges will begin being invoiced upon completion of Implementation.
- 5. CHANGES:** To the extent that the Parties wish to add or make modifications to this Schedule after the Schedule Effective Date, including without limitation modifications to the Schedule Services, the addition of Technical Services, the addition of new Sites at which Schedule Services will be performed, all such changes, and changes to the pricing resulting from any of the foregoing, will be documented in an Order or a mutually acceptable writing signed by both Parties.
- 6. REPORTS:** Usage Reports are available from the Xerox® Digital Alternatives Local Server in Xerox standard format and content for the Schedule Services provided that the Vega Data Communicator has been installed and configured to communicate with a remote server as outlined in the Documentation.
- 7. ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO SCHEDULE SERVICES:**
- License Grant:**
- a. **Licensed Software:** Title to the Licensed Software and all copies shall at all times reside exclusively with Xerox and/or its licensor(s). Subject to the terms and conditions of DIR Contract No. DIR-TSO-3409 and this Schedule, including the number of Seats set forth on Attachment A, Xerox grants to Customer a nonexclusive, non-transferable license (i) to install the Xerox® Digital Alternatives Local Server and the Vega Data Communicator (if selected) on a host computer(s) or server(s) only at the locations identified in Attachment A-1; (ii) to connect the Xerox® Digital Alternatives Local Server to the Xerox® Digital Alternatives Central Server on the cloud; (iii) to install the Xerox® Digital Alternative Client on the applicable PC Computer/iPad/Mac/Android device for up to the number of Seats set forth in Attachment A; and (iv) to use the Licensed Software only for the purpose of receiving the Schedule Services.
  - b. **Restrictions:** Customer agrees not to: (i) sell, lease, license, sublicense, distribute, assign, transfer or otherwise grant any rights in the Licensed Software, in whole or in part except as explicitly authorized herein; (ii) modify, port, translate, or create derivative works of the Licensed Software; (iii)

- decompile, disassemble, reverse engineer or otherwise attempt to derive, reconstruct, identify or discover any source code, underlying ideas, or algorithms, of the Licensed Software by any means; (iv) remove any proprietary notices, labels or marks from the Licensed Software (v) use the Licensed Software for purposes of comparison with or benchmarking against products or services made available by third parties; (vi) install the Xerox® Digital Alternatives Local Server at any location other than those identified in Attachment A-1; or (vii) knowingly take any action that would cause any Licensed Software to be placed in the public domain.
- c. **Usage Data:** When the Xerox® Digital Alternative Software is installed and correctly configured on the Customer's network, and server, it automatically collects Usage Data. When the Vega Data Communicator has been installed and configured with the Xerox® Digital Alternative Software, Usage Data may be transmitted by the Vega Data Communicator to a local and/or remotely hosted server that processes the Usage Data. The automatic data transmission capability will not allow Xerox to read, view, or download the content of any End User documents residing on or passing through the Devices or Customer's information management systems. Usage Data may be transmitted, stored, and processed only in the contiguous United States. Customer agrees that Usage Data may be collected and used by Xerox, its affiliated companies, authorized channel partners, third party licensors and subcontractors for billing, report generation, supplies replenishment, recommending additional products and services, product improvement purposes, to collect activation information, usage statistics and track other data related to Customer's use of the Licensed Software.
- d. **Third Party Software:** The Licensed Software includes software developed by third parties, and, without limiting the general applicability of the other provisions of this Schedule, Customer further agrees to the following: title to any third party software incorporated in or forming part of the Licensed Software shall remain with the third party which supplied same; such third party has made no representations, warranties, guarantees or indemnities to Customer by virtue of incorporation of the third party's software into the Licensed Software hereunder; such third party shall be considered a third party beneficiary of Customer's obligations hereunder and such third party's liability is limited to the maximum extent permitted by applicable law.
- e. **Effect of this Schedule:** The terms and conditions of this Schedule apply only to the provision of the Schedule Services.

Except as specified herein, the Agreement shall remain as stated. If there is a conflict between the contents of the DIR Contract No. DIR-TSO-3409, and this Schedule, the DIR Contract No. DIR-TSO-3409 shall control.



In Witness Whereof, the Parties' duly authorized representatives have executed this Schedule effective upon the Schedule Effective Date set forth above.

**XEROX CORPORATION**

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

Name: \_\_\_\_\_  
Please Print

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

Business Organization: \_\_\_\_\_

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

**CUSTOMER**

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

Name: \_\_\_\_\_  
Please Print

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

Business Organization: \_\_\_\_\_

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



ATTACHMENT A

CHARGES FOR SCHEDULE SERVICES

**Description:** Total Monthly Charges are shown in this Schedule and are based on and subject to the pricing elements detailed in Appendix C of DIR Contract No. DIR-TSO-3409,

**CHARGES** for the Schedule Services include (i) Implementation fees as set forth in the Order and (ii) fees for the Licensed Software, including maintenance and support services set forth below and based on and subject to the pricing elements detailed in Appendix C of DIR Contract No. DIR-TSO-3409.

- (i) Implementation fees are included in the Charges set forth on the Order associated with the Schedule Services and will be billed according to the terms governing this Schedule.
- (ii) Charges for the Licensed Software, including maintenance and support services, are billed in full monthly increments. These fees will be on a separate invoice based on the number of User Packs ordered per the following table. Such Licensed Software Charges will be billed beginning the first month following Implementation and continue through the end of the month in which the Schedule terminates. **[Note:** A minimum order of one 100 End User Pack per server is required for the initial Order. Additional Orders must be in increments of 50, 100, 500, 1,000, or 5,000 End User Packs.]

Product ID	User Pack (Component/Module Description)	Number of End User Packs (Quantity)	Charge per End User Pack	Monthly Charge (includes fees for maintenance and support)
	Xerox® Digital Alternatives 100 End User Pack			
	Xerox® Digital Alternatives 50 End User Pack – Add-on			
	Xerox® Digital Alternatives 100 End User Pack– Add-on			
	Xerox® Digital Alternatives 500 End User Pack– Add-on			
	Xerox® Digital Alternatives 1000 End User Pack– Add-on			
	Xerox® Digital Alternatives 5000 End User Pack– Add-on			

Total Monthly Licensed Software, maintenance, and support Charges (exclusive of all applicable Taxes):



ATTACHMENT A-1

INSTALL LOCATIONS

Xerox® Digital Alternative Local Server Locations (production servers):

Location ID**	Street Address	City	State	ZIP Code	Install Quantity

\*\* Location ID is an optional field and may include a Customer defined name, e.g. "Bldg 200".



**ATTACHMENT B**

**DESCRIPTION OF SCHEDULE SERVICES**

**A. IMPLEMENTATION**

**1. GENERAL REQUIREMENTS:**

**a. Server Installation**

Before installing the Xerox® Digital Alternatives Local Server, the minimum hardware and software requirements outlined in the Administration Guide must be met by Customer and validated by Xerox. The Xerox installer will need administrator rights on the server or a Customer IT resource with the appropriate authority to install the Xerox® Digital Alternatives Local Server, and on the database server if they are different. The Xerox® Digital Alternative Local Server is installed in a Customer provided server On-Site (behind the Customer firewall) that communicates with the Xerox® Digital Alternatives Central Server installed in the cloud. The Xerox® Digital Alternative Central Server will administer settings, reporting, licensing, users, groups, etc.

Note: Refer to the Documentation for system requirements.

**b. Xerox® Digital Alternatives Client**

The Xerox® Digital Alternatives PC Client is distributed electronically to all Seats employing PC Computers. The Xerox® Digital Alternatives iPad/Mac Client must be downloaded from the Apple App Store before it can be enabled by the Xerox® Digital Alternatives Local Server. The Xerox® Digital Alternatives Android Client must be downloaded from the Google Play Store. The Xerox® Digital Alternatives Clients are enabled using the Xerox® Digital Alternatives Local Server. Xerox® Digital Alternatives Client activity is collected by the Xerox® Digital Alternatives Local Server and the Vega Data Communicator. All collected information is stored on the Xerox® Digital Alternatives Local Server.

**2. CERTIFICATION AND PRE-INSTALLATION**

<b>Installation and Configuration Checklist</b>		
<b>Activity</b>	<b>Customer</b>	<b>Xerox</b>
Server hardware availability	Responsible	Consulted / Informed
Validate Xerox® Digital Alternatives Local Server Hardware and Software requirements are met	Responsible	Consulted / Informed
Validate Xerox® Digital Alternatives PC Client (Desktop Client Hardware and Software) Requirements are met	Responsible	Consulted / Informed
Validate Xerox® Digital Alternatives iPad/Mac Client (Tablet Client Hardware and Software) Requirements are met	Responsible	Consulted / Informed
Execute Xerox® Digital Alternatives Local Server Pre-Installation Checklist and validate	Consulted / Informed	Responsible
Xerox® Digital Alternatives Client installation. Enterprise deployment method verified	Responsible	Consulted / Informed
Validate Xerox® Digital Alternatives Android Client (Customer Hardware and Software) requirements are met	Responsible	Consulted / Informed



**3. PRODUCTION ENVIRONMENT INSTALLATION**

<b>Setup – End Users and Groups</b>		
Activity	Customer	Xerox
Setting up End Users and groups in Xerox® Digital Alternatives Central Server and Xerox® Digital Alternatives Local Server	Consulted / Informed	Responsible
Configure group settings and recording profile in Xerox® Digital Alternatives Local Server	Consulted / Informed	Responsible

<b>Xerox® Digital Alternatives Installation</b>		
Activity	Customer	Xerox
Installing and upgrading Xerox® Digital Alternatives Local Server (server)	Consulted	Responsible
Installing and Configuration of the Vega Data Communicator	Consulted	Responsible
Installing Xerox® Digital Alternatives Clients	Responsible	Consulted
Connect Xerox® Digital Alternatives Local and Central Servers	Consulted	Responsible
Testing Xerox® Digital Alternatives Client Installation	Responsible	Consulted
Upgrading Xerox® Digital Alternatives Client (Client Software)	Responsible	Consulted / Informed

**ONGOING SUPPORT AND MAINTENANCE**

<b>Xerox® Digital Alternatives Support</b>	
Activity	Owner
Level 1 Support	Customer Service Desk
Level 2 Support	Help Desk
Level 3 Support	Xerox Application Support
Level 4 Support	Xerox Development Team

**Note:** Xerox on occasion may request real-time access to all persons and/or resources required to troubleshoot an error, including, but not limited to, Customer’s IT resources.

**Note:** Previously installed Hardware that requires problem resolution may require an On-Site resource to work with the faulty Hardware at the direction of Xerox’s remote support personnel. In these instances, Customer will provide an On-Site resource to work with Xerox support to resolve the issue, or alternatively, Xerox can provide support On-Site for an additional Charge.

**END OF XEROX® DIGITAL ALTERNATIVES ON PREMISE SCHEDULE**