

Framework Schedule 6c Order Form Template -Finance Lease Only

(Leasing and/or Service Requirements under Lot 2)

Order Form

CALL-OFF REFERENCE:	C348312 - Colindale
THE BUYER:	United Kingdom Health Security Agency (UKHSA)
BUYER ADDRESS	10 South Colonnade, Canary Wharf, London, E14 4PU
THE SUPPLIER:	Xerox (UK) Limited
SUPPLIER ADDRESS:	Building 4, Uxbridge Business Park, Sanderson Road, Uxbridge, Middlesex, UB8 1DH
REGISTRATION NUMBER:	330754
DUNS NUMBER:	217 138 536
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and is effective from the date of last signature.

It's issued under the Framework Contract with the reference number RM6174 for the provision of Multifunctional Devices (MFDs), Print and Digital Workflow Software Services and Managed Print Service Provision.

CALL-OFF LOT(S):

Lot Number	Lot Name	Relevant (Yes/No)
2	<i>Multifunctional Print Devices (MFDs), Print Management and/or Digital Workflow Software and Associated Services</i>	Yes

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract.

Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form
2. Joint Schedule 1 (Definitions and Interpretation) **RM6174**
3. Framework Special Terms – N/A
4. The following Schedules in equal order of precedence:
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility)

- Joint Schedules for **RM6174**

Joint Schedule 1	(Definitions)	Applicable
Joint Schedule 2	(Variation Form)	Mandatory Schedule
Joint Schedule 3	(Insurance Requirements)	Mandatory Schedule
Joint Schedule 4	(Commercially Sensitive Information)	Mandatory Schedule – see attached
Joint Schedule 5	Corporate Social Responsibility	Applicable

Joint Schedule 6	(Key Subcontractors)	Not Applicable
Joint Schedule 7	(Financial Difficulties)	Not Applicable
Joint Schedule 8	(Guarantee)	Not Applicable
Joint Schedule 9	(Minimum Standards of Reliability)	Not Applicable
Joint Schedule 10	(Rectification Plan)	Mandatory Schedule
Joint Schedule 11	(Processing Data)	Mandatory Schedule
Joint Schedule 12	(Supply Chain Visibility)	Not Applicable
Joint Schedule 13	(Continuous Improvement)	Not Applicable
Joint Schedule 14	(Benchmarking)	Not Applicable
Joint Schedule 15	(Key Supplier Staff)	Not Applicable

- Call-Off Schedules for **RM6174**

Call-Off Schedule 1	(Transparency Reports)	Mandatory Schedule
Call-Off Schedule 2	(Staff Transfer)	Mandatory Schedule
Call-Off Schedule 5	(Pricing Details)	Mandatory Schedule – see attached
Call-Off Schedule 6	(ICT Services) Section	Mandatory Schedule
Call-Off Schedule 8	(Business Continuity and Disaster Recovery)	Not applicable
Call-Off Schedule 9	(Security)	Mandatory Schedule – Short Form
Call-Off Schedule 10	(Exit Management)	Mandatory Schedule
Call-Off Schedule 11	(Installation Works)	Mandatory Schedule
Call-Off Schedule 12	(Clustering)	Not Applicable
Call-Off Schedule 13	(Implementation Plan and Testing)	Not Applicable See Call Off Schedule 20 (Call Off Specification)
Call-Off Schedule 14	(Service Levels)	Not Applicable – See Call Off Schedule 20 (Call Off Specification)
Call-Off Schedule 15	(Call-Off Contract Management)	Not Applicable
Call-Off Schedule 17	(MOD Terms)	Not Applicable
Call-Off Schedule 18	(Background Checks)	Not Applicable
Call-Off Schedule 19	(Scottish Law)	Not Applicable

Call-Off Schedule 20	(Call-Off Specification)	Mandatory Schedule – see attached
Call-Off Schedule 21	(Northern Ireland Law)	Not applicable
Call-Off Schedule 23	(HMRC) Section 10.11	Not applicable
Call-Off Schedule 25	(Finance Lease)	Mandatory Schedule
Call-Off Schedule 26	Supplier Furnished Terms	Not applicable

CALL-OFF SPECIAL TERMS

None

SECTION B

1. Call-Off Contract Period

CALL-OFF START DATE: (The initial contract period excluding extension options)	Call Off Start Date shall be the date signed by the Buyer. Finance Lease Agreement Start Date shall be 1 st May 2025. The Initial Period is 60 months from the Finance Lease Agreement Start Date.
CALL-OFF EXTENSION PERIOD OPTIONS: (State the options to extend)	Not applicable.
CALL-OFF EXPIRY DATE:	Call Off and Finance Lease Agreement Expiry Date shall be 60 months from the Finance Lease Agreement Start Date (30 th April 2030).
MINIMUM WRITTEN NOTICE TO SUPPLIER IN RESPECT OF EXTENSION:	Not Applicable
PURCHASE PRICE:	Any time after the Finance Lease Initial Period has expired, the Buyer can serve notice on the Supplier that it wishes to buy the goods.

2. Contract Performance

STANDARDS AND QUALITY In accordance with Call Off Schedule 6 (ICT Services).	
SERVICE CREDITS In accordance with Call Off Schedule 20 (Call Off Specification) The Service Credit Cap is: Not applicable The Service Period is: one Quarter Any agreed Service Credits are applicable they shall be applied to variable charges only and shall not be applied against any Rentals (or any fixed charges) as detailed in Call Off Schedule 5 (Pricing Details). Should there not be sufficient charges to apply the Service Credit against in the	

SUPPLIER'S CONTRACT MANAGER <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 110px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 180px; height: 15px; margin-bottom: 5px;"></div> Xerox (UK) Limited Building 4, Uxbridge Business Park, Sanderson Road, Uxbridge, Middlesex, UB8 1DH.	
SUPPLIER REQUIREMENTS Not Applicable	
FAILURE OF SUPPLIER EQUIPMENT In accordance with Call Off Schedule 20 (Call Off Specification)	
6. Other Call-Off Requirements	
TERMINATION WITHOUT CAUSE NOTICE PERIOD The period of (30) Working Days in Clause 10.2.2 of the Core Terms shall be amended to ninety (90) Working Days. In the event of early termination of this Call Off Contract for any reason by either party, other than under Clause 14.3 of Call Off Schedule 25 (Finance Lease), the Buyer shall pay the Supplier, all arrears of Rentals and the sum of all Rentals as per Call Off Schedule 5 (Pricing Details) that would (but for the termination) have been due during the remainder of the term of the Call off Contract.	
UNDISPUTED SUMS LIMIT As per Clause 10.5 of the Core Terms	
TRAINING In accordance with Call Off Schedule 20 (Call Off Specification)	
SOCIAL VALUE COMMITMENT Not applicable	

Signed by an Authorised Signatory to Sign for and on Behalf of the Supplier:

Signed by:

[Redacted Signature]

Full Name:

Job Title/Role:

Date Signed: 20 March 2025

Signed by an Authorised Signatory for and on Behalf of the Buyer:

DocuSigned by:

[Redacted Signature]

Full Name:

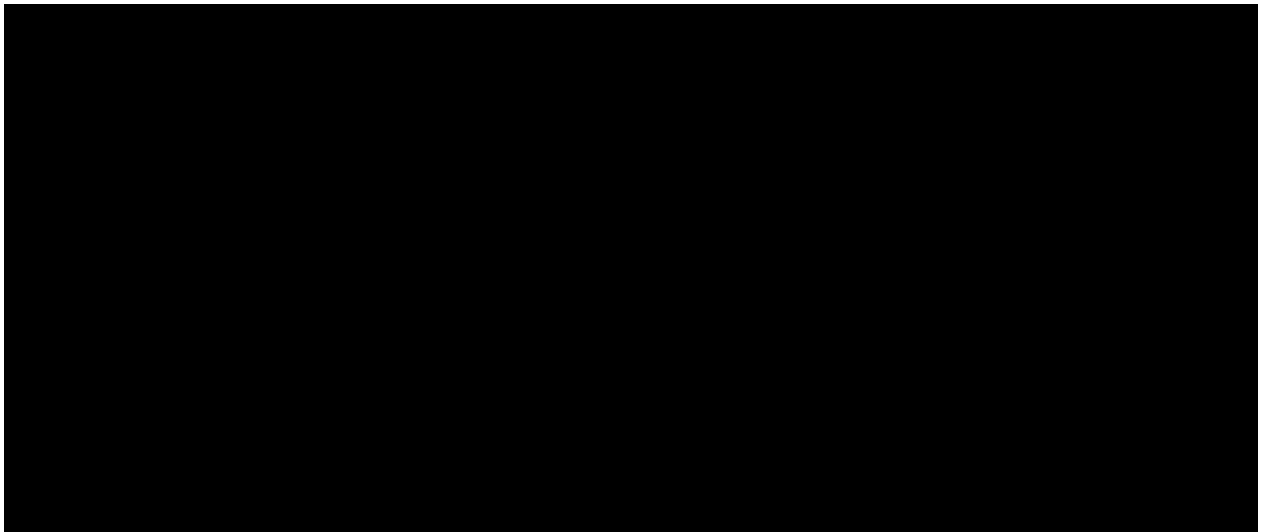
Job Title/Role:

Date Signed: 20th March 2025

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:



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Call Off Schedule 5 (Pricing Details)

2. Invoicing

Charges Tables

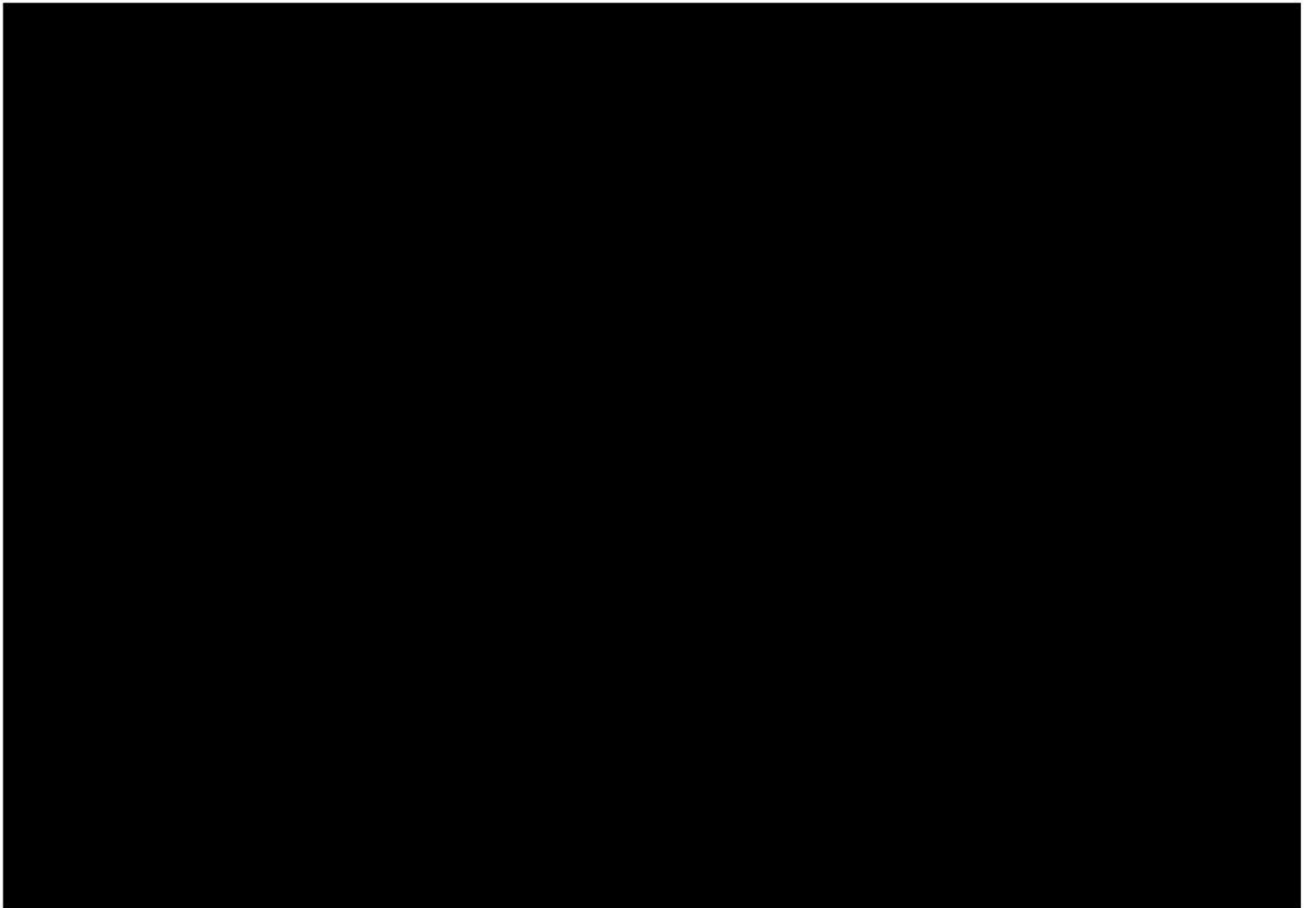
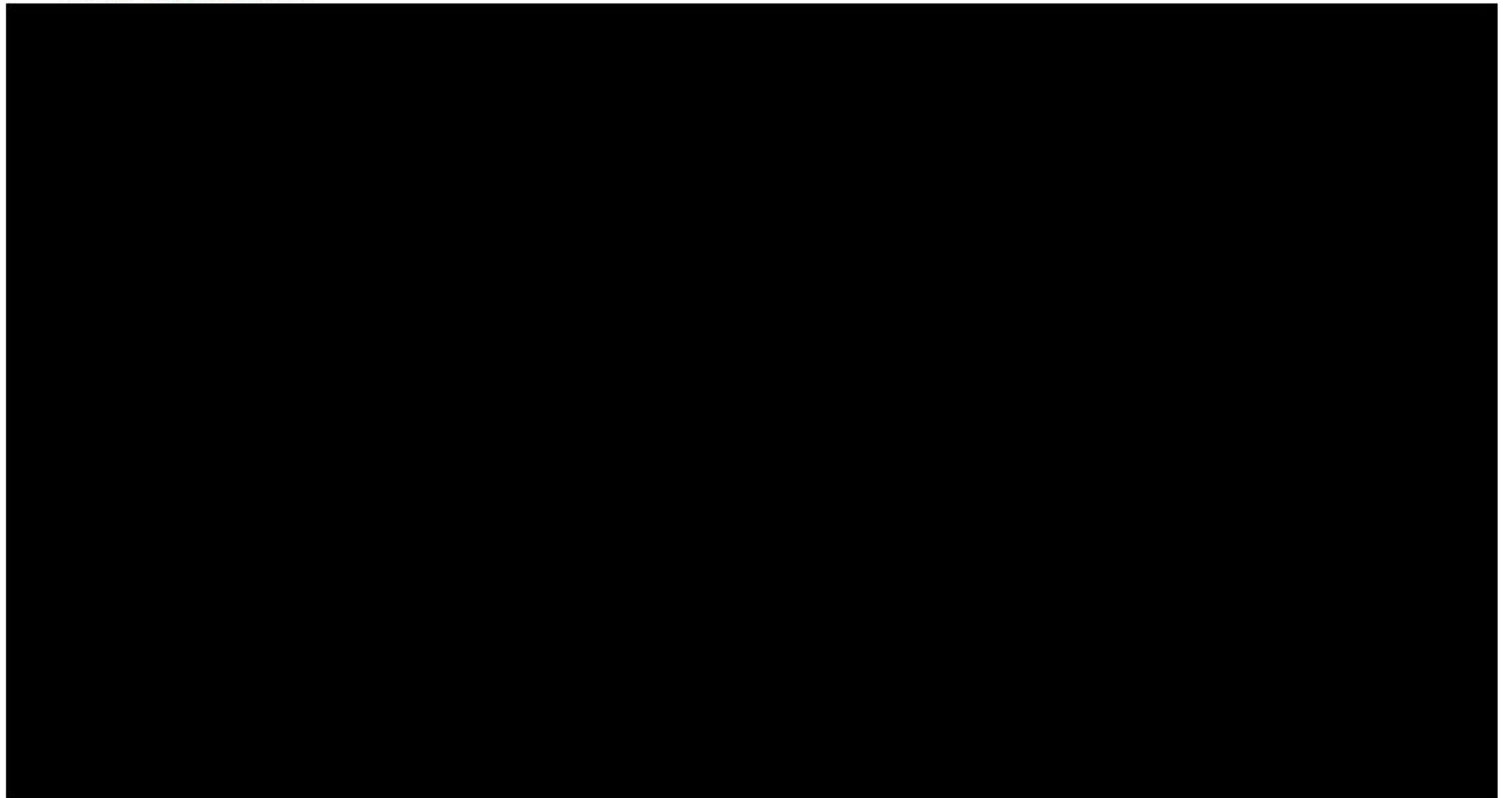
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Call Off Schedule 20 (Call Off Specification)

Services (Xerox Print Service)

1. SERVICES

A. Overview of Services:

- (i) **Implementation:** the alignment of In Scope Locations and In Scope Devices with the future state design in readiness for the commencement of Services. The Implementation Period is the time between the Effective Date and the Finance Lease Agreement Start Date.
- (ii) **Training:** a process through a mixture of face to face and web based programmes to educate Buyer on the use of Services.
- (iii) **Service Desk:** the management of Buyer's print Output Environment, including proactive and reactive incident management, remote problem resolution, automated supplies replenishment, automated meter collection and new device discovery. In Scope Device information is collected by the Xerox Tools and then uploaded and maintained in the Asset Management Database.
- (iv) **Asset management:** the tracking and management of devices from installation and during the provision of Services where all information related to In Scope Device maintenance, usage (meter reads), physical location, network information, Charges and all activities during Move Add Change Dispose (**MACD**) are recorded and reported.
- (v) **Consumables fulfilment:** The proactive or reactive monitoring of the usage, management of Consumables and fulfilment.
- (vi) **Break/Fix resolution:** the repairs and maintenance to keep In Scope Devices in working order including replacing all parts that are not serviceable.
- (vii) **Financial and contract management:** the provision of management information reporting including performance against Service Levels, billing, quarterly service reviews, contract changes or extensions of the Term.
- (viii) **In Scope Devices on Reactive Service**
In some situations, In Scope Devices may be installed at Buyer's In Scope Locations and will only receive a Reactive Service. The reasons for this are varied and may include (but not limited to) one of the following reasons:
 - a. An In Scope Location which does not have network capability to be connected to Xerox Tools and Xerox Client Tools. The impacted In Scope Devices are described as being on a Proactive Service or a Reactive Service in Table 5.

B. Activities, Roles and Responsibilities

1. Implementation

1.1 Buyer implementation activities:

- (i) Nominate Key Users for each In Scope Device to allow Supplier to contact for proactive resolution of Break Fix and ensure Consumables fulfilment.
- (ii) Promptly allow the installation of critical security updates or upgrades to Xerox Tools.

1.2 Supplier implementation activities:

Install and configure the Xerox Tools based on Buyer's provided IP and subnet range and monitoring of In Scope Devices that are networked.

1.3 Joint implementation activities:

- (i) Review and agree on the polling intervals required for the various types of devices or functional areas.
- (ii) Configure and co-ordinate network activities for In Scope Devices, including LAN connections, connection of In Scope Devices to network and phone ports, assignment of IP addresses/ranges, install print drivers and set up the print queues (if applicable).

1.4 In the event that Proactive Service initially specified for an In Scope Device in Table 5 is changed to Reactive Service, the Buyer will complete and sign a Xerox Print Services sign-off document (Appendix 2) upon In Scope Device installation.

1.5 Where an In Scope Device receives a Reactive Service and the Buyer does not provide the Supplier with a meter reading for such In Scope Device via the Supplier's fleet management portal by the 15th day of each month, the

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Supplier reserves the right to invoice the Buyer a Charge of £135 per In Scope Device for the period in which the Buyer fails to provide a meter reading to the Supplier.

- 1.6 Where an In Scope Device is listed in this Lease Call Off Contract as receiving a Proactive Service but due to no fault of the Supplier the Proactive Service remains inoperable for more than 180 days (including weekends), the Supplier reserves the right to deem such In Scope Device as receiving a Reactive Service. Therefore, the Buyer will be required to provide the Supplier with a meter reading for such In Scope Device via the Supplier's fleet management portal by the 15th day of each month. If the Buyer fails to provide such meter reading, the Supplier reserves the right to invoice the Buyer a Charge of £135 per In Scope Device for the period in which the Buyer fails to provide a meter reading to the Supplier.

2. Training

2.1 Buyer training activities:

Make available Key Users for training and advise Supplier of any changes to the Key Users.

2.2 Supplier training activities:

- (i) Provide standard operator training to Key Users on all In Scope Devices at the agreed Charges. Supplier will use reasonable endeavours to schedule training at times acceptable and convenient to those being trained and to ensure that training is at an adequate level for the audience.
- (ii) Through the web portal, provide employees of Buyer with instructions for the use of such In Scope Devices.

3. Service Desk

3.1 Key elements and availability:

Key service elements
Hours: between: 09:00 and 17:30 hours
Language: English
Contact: Telephone – [REDACTED]
Web Portal – [REDACTED]
Functions: Service Desk, asset management, Break Fix management and Consumables management. Buyer feedback

3.2 Buyer Service Desk activities:

- (i) Replace Consumables for In Scope Devices and clear paper jams.
- (ii) Make available Key Users to assist in the resolution of incidents and as a point of contact for the site, for the resolution of incidents if the End User is not available.
- (iii) Maintain and advise Supplier of Key User names, locations, contact details and coverage. Advise Supplier of any changes to Key Users./

3.3 Supplier service desk activities:

- (i) Receive and manage Consumables requests and incidents.
- (ii) Receive and manage Break Fix requests and incidents
- (iii) Analyse, diagnose and resolve all Services related incidents during Normal Working Hours in line with the contracted Service Level Call Off Contracts.
- (iv) Where required despatch Consumables or organise visit of a Break Fix technician.

3.4 Joint Service Desk activities: Clear paper jams and install Consumables.

4. Asset Management

4.1 Buyer asset management activities:

- (i) Provide Supplier with updated In Scope Device information on an ongoing basis.
- (ii) Notify Supplier within 24 hours of any MACD activities using the Portal.

4.2 Supplier asset management activities:

- (i) Track all MACD activity for In Scope Devices in the Asset Management Database.
- (ii) Receive MACD requests from Buyer.
- (iii) Implement and manage the installation of adds to In Scope Devices under the MACD process.

4.3 Joint asset management activities:

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- (i) MACD activity.
- (ii) Network configuration and the provision of IT support for In Scope Devices, following the successful completion of the MACD process.
- (iii) Dispose of In Scope Devices according to local environmental laws including WEEE requirements within 90 days. Notification using the MACD process.

5. Break Fix resolution

5.1 Buyer Break Fix resolution activities:

- (i) Make available the appropriate Key User support for the proactive resolution of Break Fix incidents.

5.2 Supplier Break Fix resolution activities:

- (i) Make necessary repairs to keep In Scope Devices in working order (including such repairs or adjustments required during initial installation). Parts required for repair may be new, reprocessed, or recovered.

6. Consumables fulfilment

6.1 Buyer Consumables fulfilment activities:

- (i) Initiate request to Supplier to replenish Consumables. (Consumables manual ordering).
- (ii) Inspect Consumables upon delivery at In Scope Location and distribute (Key User) Consumables to the respective areas or End Users at In Scope Locations.
- (iii) Install Consumables into In Scope Devices.
- (iv) Dispose of spent Consumables according to local agreed recycling regulations (WHEN APPLICABLE).

6.2 Supplier Consumables fulfilment activities:

- (i) Provide Consumables for all In Scope Devices.
- (ii) Proactively monitor Consumables status and generate request for replenishment when necessary for In Scope Devices (Consumables automated ordering).
- (iii) Deliver Consumables to designated delivery address. This will be one central site address for each In Scope Location.

7. Financial and contract management

7.1 Supplier financial and contract management activities:

- (i) Creation of a change to the Call Off Contract.
- (ii) Record and make initial review of MACD activities in the Asset Management Database.

7.2 Joint financial and contract management activities

- (i) Review, approve and schedule changes to the Call Off Contract.
- (ii) Implement amendments to the Call Off Contract by appropriate resource.
- (iii) Review the service quarterly using the management information reports, billing, Service Level performance.
- (iv) Agree any actions required from the review by either Party such as MACD, billing changes and Charges.

2. SERVICE LEVELS

This applies to In Scope Devices on a Proactive Service only.

2.1 Service Levels cover the following subjects:

- (i) Fleet uptime of networked In Scope Devices;
- (ii) Break Fix time for In Scope Devices;
- (iii) Service Desk response.

2.2 The start date for the monitoring and measurement of Service Levels shall be 90 days after Finance Lease Agreement Start Date provided that the Solution Design has been achieved no later than the end of such 90 day period. During the implementation stage, Service Levels shall not apply. In assessing Service Levels, the following conditions apply:

- (i) Break Fix and uptime Service Levels do not apply to software;
- (ii) Certain Service Tickets are exempt from the measurement criteria. This is the case where:
 - a. Key User or End User, as applicable, has not responded within 2 hours to Supplier's request to schedule Break Fix resolution;

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- b. Service Ticket result from misuse or abuse of In Scope Device or for a reason outside Supplier's control (such as failure of Buyer's network, power failure);
 - c. Supplier has been delayed or prevented from gaining access to the faulty In Scope Device for a reason outside Supplier's reasonable control;
 - d. MACD activity on In Scope Device has been performed by Buyer without notification to Supplier;
- (iii) except as otherwise specified, all references to hours shall be to local time in the time zone in which In Scope Device is located and refer to Normal Working Hours; and all references to days, months and quarters shall be to calendar days (unless Working Days are specified), calendar months and calendar quarters respectively;
- (iv) the performance measurement for each Service Level will be the aggregate of all events for that Service Level. Each Service Level will be measured to determine if it has met the SLT or not. The total number of missed events will be subtracted from the total number of events, and that result will then be divided by the total number of events. The result will be expressed as a percentage.
- Example:** 500 total events minus 10 missed events = 490 events divided by 500 total events = 98% Service Level attainment.
- (v) it is assumed that the In Scope Location is a location within Supplier's normal area for service operations and where Supplier routinely provides Break Fix resolution. Additional time will be required for the provision of Break Fix in non-standard locations;
- (vi) measurement against Service Level will be on a quarterly basis and a Service Level report will be made available to Buyer after each measurement.

Service Levels

Uptime Measure

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Appendix 1 - Definitions

These definitions are in addition to those in Joint Schedule 1 (Definitions) and should be read in conjunction with them. These additional definitions apply to the whole of the Call Off Contract.

Appendix – an appendix to this Call Off Contract having the ascribed number and title.

Asset Management Database – a database hosted and managed by Supplier to record Services related information for In Scope Devices and to provide reports to Buyer.

Break Fix – as defined in Section A (vi) Overview of Services in Call Off Schedule 20 (Call Off Specification).

B/W Impressions – Impressions produced in black and white (monochrome) and in the absence of any other colour.

Charges Tables – the Charges in Tables 1-8 payable in accordance with Call Off Schedule 5 (Pricing Details).

Colour Impressions - Impressions that are not B/W Impressions. For the avoidance of doubt a combination of B/W Impressions and Colour Impressions on a single Impression shall be considered as Colour Impressions.

Consumables – In Scope Device Consumables and Non Supplier Device Consumables (WHEN APPLICABLE).

Early Termination Charges (ETCs) – Charges payable by Buyer pursuant to the Call Off Contract.

End User – an individual at an In Scope Location using Services.

Existing Devices Impressions – Xerox brand equipment which was leased, rented or owned by Buyer prior to Finance Lease Agreement Start Date and identified in Asset Management Database as being subject to Services (WHEN APPLICABLE).

Fixed – faulty In Scope Device has been returned to or maintained in accordance with its performance specification.

Services Support Charges – Charges payable by the Buyer as identified in Table 2 of Call Off Schedule 5 (Pricing Details).

Impressions – a hard copy of an image on A4 sized paper or other A4 sized materials which is produced by an In Scope Device. Impressions on A3 sized paper or A3 sized materials (whether enlarged or otherwise) shall be treated as two Impressions. Double sided images on A4 or A3 sized paper or other A4 or A3 sized materials shall be treated as two and four Impressions respectively.

Implementation Period - the time between the Effective Date and the Finance Lease Agreement Start Date.

In Scope Devices – Supplier Devices, Existing Devices which are networked and installed at In Scope Locations as identified in Table 5 of Call Off Schedule 5 (Pricing Details).

In Scope Device Lease Charges – Charges related to In Scope Devices as set out in Table 1 of Call Off Schedule 5 (Pricing Details).

In Scope Location – locations identified in Table 5 of Call Off Schedule 5 (Pricing Details).

Interim Charges - charges payable by the Buyer as identified in clause 1.1 of Call Off Schedule 5 (Pricing Details).

Key Users – A person designated by the Buyer with respect to one or more In Scope Devices, to whom Xerox provides training regarding such output device(s) and who is responsible for receiving Consumables and replacing them in the relevant In Scope Device.

MACD Charges - charges related to the provision of MACD as set out in Table 6 of Call Off Schedule 5 (Pricing Details).

Minimum Period – means the period from the Finance Lease Agreement Start Date as set out in Table 8 of Call Off Schedule 5 (Pricing Details).

Move Add Change Dispose (MACD) – the process that denotes the stages by which Supplier and Buyer monitor changes in the Output Environment. This process shall be carried out using the MACD functionality in the XSP.

Managed Services Charges – Charges per In Scope Device related to the provision of managed services as described in Table 2 of Call Off Schedule 5 (Pricing Details).

Normal Working Hours – The hours during which Xerox will perform Services which are Monday through Friday, 0900 to 1730, local time, excluding local public holidays.

Output Environment – the office network print environment, including In Scope Devices and Services in support thereof.

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Portal – the Buyer's access point Services related activities including but not limited to management of MACD activities, consumables replenishment and requests for Break Fix.

Proactive Service – Covers the Equipment connected to the Xerox Tools, whereby meter reads are automated, and the Xerox Tools provide alerts to Supplier allowing proactive consumable requests to be placed and fulfilled.

Products – In Scope Devices, Software, Third Party Software and or Consumables provided by Supplier to Buyer under the Call Off Contract.

Reactive Service – means In Scope Devices not connected to Xerox Tools, whereby Supplier will either collect all meter reads or request from the Buyer all meter reads to be provided on the Portal by the 15th of each month. Failure to comply could result in a £135 administration charge per period per In Scope Device. Order of consumables will be required to be requested by the Buyer in accordance with Call Off Schedule 20 (Call Off Specification).

Schedule – a schedule to this Call Off Contract having the ascribed number and title.

Service Desk – as defined in Section A (iii) Overview of Services in Call Off Schedule 20 (Call Off Specification).

Service Levels – Performance standards as set forth in Overview of Service Levels in Call Off Schedule 20 (Call Off Specification).

Services – the services to be provided by Supplier for In Scope Devices as described in Call Off Schedule 20 (Call Off Specification).

Service Ticket – a request for Break Fix resolution which may be proactive (generated by In Scope Device itself) or reactive (generated by Buyer).

Solution Design – the placement and availability of In Scope Devices at In Scope Locations in order to meet the agreed Buyer document requirements.

Supplier Devices – Supplier brand equipment leased or purchased by Buyer from Supplier.

Supplier Device Consumables – black and colour toner (excluding highlight colour), black and colour developer, fuser agent required to make Impressions, staples, black solid ink, colour solid ink, imaging units, waste cartridges, transfer rollers/belts, transfer units, belt cleaner, designated In Scope Device maintenance kits, print cartridges, drum cartridges, waste trays and cleaning kits.

Supplier Software - software owned or controlled by the Supplier (WHEN APPLICABLE).

Supplier Software Licence Charges - Charges related to the provision of Supplier Software as set out in Table 3 of Call Off Schedule 5 (Pricing Details) (WHEN APPLICABLE).

Supplier Software Support Charges - Charges related to the provision of Supplier Software as set out in Table 3 of Call Off Schedule 5 (Pricing Details) (WHEN APPLICABLE).

Table(s) – the Tables listed in the Charges Tables of Call Off Schedule 5 (Pricing Details).

Total Fixed Quarterly Charges – Charges shown in Table 8 of Call Off Schedule 5 (Pricing Details) which include: In Scope Device Lease Charges; Managed Services Charges;

Training Charges - Charges related to training as set out in Table 7 of Call Off Schedule 5 (Pricing Details).

Variable Charges - Charges as identified in Table 1 of Call Off Schedule 5 (Pricing Details).

Variation Procedure – the Variation Procedure as detailed in clause 24 of the Core Terms.

Working Day(s) - all days except Saturdays, Sundays and public holidays in England and Wales, Scotland or Northern Ireland (as applicable).

Appendix 2 – Xerox Print Services Sign Off for In Scope Devices on Reactive Service

Thank you for your recent order for In Scope Devices for use under the Call Off Contract between [INSERT BUYER NAME] and Xerox dated [INSERT DATE].

We have now supplied the In Scope Device(s) detailed below and welcome your confirmation that the In Scope Device(s) is/are delivered and installed to your satisfaction.

In Scope Device Model	Serial Number	Site location

Buyer Sign Off for this Appendix 2

I understand that the In Scope Device(s) detailed above will receive a Reactive Service instead of the Proactive Service that was originally documented in the Call Off Contract, which will mean it (they) will not be visible on Xerox Tools.

I confirm that the In Scope Device(s) detailed above is/are working to my satisfaction and agree that service go-live and billing may commence from the date below.

	Print Name	Signature	Date
Buyer contact			

Should you experience any problems with devices not working following sign off of this document then a call should be logged with the Service Desk.

Appendix 3 - Software

Supplier Xerox Tools and Xerox Client Tools Software

- 1.1 The Buyer agrees that it shall have no rights to use, access or operate Xerox Tools. Xerox Tools will be installed and operated only by the Supplier. The Buyer will have access via a web portal to data and reports generated by Xerox Tools (which data and reports shall be Buyer's property) and stored in a provided database to the extent set forth in this Call Off Contract. All Xerox Tools and Xerox Client Tools may be removed by the Supplier at the expiration or termination of the In scope Devices and/or Services pursuant to which they were used. The Buyer acknowledges that the Supplier does not license Xerox Tools or Xerox Client Tools independently or in connection with the provision of the In Scope Devices and/or the Services.
- 1.2 Xerox Client Tools will be provided to the Buyer for use solely under the Services as described under this Call Off Contract, and such installation, use and access by the Buyer of the Xerox Client Tools is governed by an accompanying click wrap end user license Call Off Contract.
- 1.3 Notwithstanding anything to the contrary herein or elsewhere, Xerox Tools and Xerox Client Tools are the Supplier's Confidential information, and (a) shall not be subject to any limitation of any term of confidentiality imposed herein, (b) any Limitations of Liability contained herein shall not apply where either Party has (i) exceeded their rights to the other Party's intellectual property granted under this provision or (ii) misappropriated or infringed the other Party's intellectual property under this provision. In the event of a conflict with Buyer policies or procedures, the terms of this clause 1 shall take precedence.