

Framework Schedule 6b Order Form Template Operating Lease Only

(Leasing and/or Service Requirements under Lot 2)

Order Form

CALL-OFF REFERENCE:	C349130 - 10SC
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 including the Call-Off Special Terms and Call-Off Special Schedules.
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)	Applicable
Joint Schedule 3	(Insurance Requirements)	Applicable
Joint Schedule 4	(Commercially Sensitive Information)	Applicable – 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)	Applicable
Joint Schedule 11	(Processing Data)	Applicable
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)	Applicable
Call-Off Schedule 2	(Staff Transfer)	Applicable
Call-Off Schedule 5	(Pricing Details)	Applicable – see attached
Call-Off Schedule 6	(ICT Services) Section	Applicable
Call-Off Schedule 8	(Business Continuity and Disaster Recovery)	Not applicable
Call-Off Schedule 9	(Security)	Applicable – Short Form
Call-Off Schedule 10	(Exit Management)	Applicable
Call-Off Schedule 11	(Installation Works)	Applicable
Call-Off Schedule 12	(Clustering)	Not Applicable
Call-Off Schedule 13	(Implementation Plan and Testing)	Not Applicable
Call-Off Schedule 14	(Service Levels)	Not Applicable
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)	Applicable – see attached
Call-Off Schedule 21	(Northern Ireland Law)	Not applicable

Call-Off Schedule 23	(HMRC) Section 10.11	Not applicable
Call-Off Schedule 24	(Operating Lease)	Applicable
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 of this Call Off Agreement shall be the date signed by the Customer. Operating Lease Agreement Start Date shall be 1 st April 2025. The Initial Period is 21 months from the Operating Lease Agreement Start Date (31 st December 2026).
CALL-OFF EXTENSION PERIOD OPTIONS: (State the options to extend)	Not applicable.
CALL-OFF EXPIRY DATE:	Call Off and Lease Agreement Expiry Date shall be 21 months from the Lease Agreement Start Date.
MINIMUM WRITTEN NOTICE TO SUPPLIER IN RESPECT OF EXTENSION:	Not Applicable

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 next invoice the credit will carry forward to subsequent invoices until it is fully utilised.	

3. Liability and Insurance

MAXIMUM LIABILITY The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms. The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £43,618 Estimated Charges in the first 12 months of the Contract.	
ADDITIONAL INSURANCES Not applicable	

4. Buyer Information

BUYER'S INVOICE ADDRESS [REDACTED] [REDACTED] UKHSA Porton Manor Farm Road Porton SP4 0JG	
BUYER'S AUTHORISED REPRESENTATIVE [REDACTED] [REDACTED] [REDACTED] UKHSA 10 South Colonnade, Canary Wharf, London, E14 4PU	
PAYMENT METHOD In accordance with Call Off Schedule 5 (Pricing Details)	

5. Supplier Information

SUPPLIER'S AUTHORISED REPRESENTATIVE Name [REDACTED] Role [REDACTED] Email address [REDACTED] [REDACTED] Address Xerox (UK) Limited Building 4, Uxbridge Business Park, Sanderson Road, Uxbridge, Middlesex, UB8 1DH All notices MUST also be served to the Supplier's Contract Manager – as detailed below.	
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SUPPLIER'S CONTRACT MANAGER	
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<div>██████████</div> <div>██████████</div> <div>██████████████████</div> Xerox (UK) Limited Building 4, Uxbridge Business Park, Sanderson Road, Uxbridge, Middlesex, UB8 1DH.	
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SUPPLIER REQUIREMENTS	
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Not Applicable	
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FAILURE OF SUPPLIER EQUIPMENT	
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In accordance with Call Off Schedule 20 (Call Off Specification)	
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6. Other Call-Off Requirements

TERMINATION WITHOUT CAUSE NOTICE PERIOD	
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As per Clause 10.2.2 of the Core Terms.	
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UNDISPUTED SUMS LIMIT	
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As per Clause 10.5 of the Core Terms	
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TRAINING	
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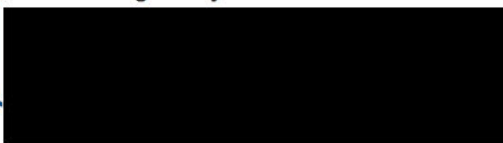
In accordance with Call Off Schedule 20 (Call Off Specification)	
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SOCIAL VALUE COMMITMENT	
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Not applicable	
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Signed by an Authorised Signatory to Sign for and on Behalf of the Supplier:

DocuSigned by:



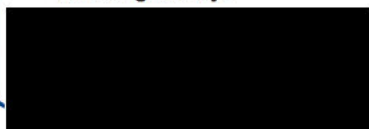
Full Name:

Job Title/Role:

Date Signed: 26th Mar 2025

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

DocuSigned by:



Full Name:

Job Title/Role:

Date Signed: 26th 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)

The Supplier will charge the Buyer at then current rates for the following:

Framework Ref: RM6174

Project Version: v1.0

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Invoicing

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Charges Tables

Call Off Schedule 20 (Call Off Specification)

Services (Xerox Print Service)

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.

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

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

Break Fix – as defined in this Call Off Schedule 20.

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 – Xerox in Scope Device Consumables

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

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

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 one Impression. Double sided images on A4 or A3 sized paper or other A4 or A3 sized materials shall be treated as two Impressions.

In Scope Devices – Existing Devices which are networked or not networked, connected to or not connected to Xerox Tools and Xerox Client Tools and installed at In Scope Locations as identified in Table 1 of this Call Off Schedule 20.

In Scope Location – locations identified in Table 1 of this Call Off Schedule 20.

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

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

Normal Working Hours – the hours during which the Supplier will perform Services which are Monday through Friday, 09:00 to 17:30, local time, excluding local public holidays.

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

Proactive Service – means that In Scope Devices are connected to Xerox Tools and Xerox Client Tools. The benefits of a Proactive Service are described throughout this document.

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

Reactive Service – means that In Scope Devices are not connected to Xerox Tools and Xerox Client Tools and that the Buyer is responsible for providing meter reads on the Portal by the 15th of each month. Failure to comply could result in a £135 administration charge per period per device. The Buyer is also responsible for ordering consumables for these In Scope Devices.

Service Desk – as defined in this Call Off Schedule 20.

Service Levels – performance standards as set forth in this Call Off Schedule 20.

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

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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.

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

Xerox Devices – the Supplier's brand equipment leased by the Buyer from the Supplier.

Xerox 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 Xerox Device maintenance kits, print cartridges, drum cartridges, waste trays and cleaning kits.

Xerox Tools - means certain proprietary tools (excluding equipment) developed and used by the Supplier to provide certain services to Buyers, and any modifications, enhancements, improvements thereto and derivative works thereof. Xerox Tools may include software-based components, documentation and methodology-based components used for the provision of Services under the Call Off Contract.

Xerox Client Tools - means the proprietary tools (excluding equipment) developed and owned by the Supplier and any modifications, enhancements, improvements thereto and derivative works thereof, that are licensed to the Buyer for their installation, use and access via an accompanying click wrap end user license agreement.

The Supplier will provide Services which may include the supply of Products to the Buyer subject to the prices and terms set forth in this Call Off Contract.

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 Call Off Start Date and the Operating 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 the 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 Call Off Contract.
- (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:
 - (1) An In Scope Location which doesn't 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 1.

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Activities, Roles and Responsibilities

1. Implementation

1.1 Buyer implementation activities:

- (i) Nominate Key Users for each In Scope Device to allow the 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 There may be occasions where an In Scope Device which was originally intended to receive a Proactive Service as stated in Table 4, will actually only receive a Reactive Service. Where this is the case a Xerox Print Services sign-off document (Appendix 1) will need to be completed and signed off at install by the Buyer.

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 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 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 the 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. The 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

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.

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- (iii) Maintain and advise the Supplier of Key User names, locations, contact details and coverage. Advise the 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 Levels.
- (iv) Where required despatch Consumables or organise visit of a Break Fix technician.

4. Asset Management

4.1 Buyer asset management activities:

- (i) Provide the Supplier with updated In Scope Device information on an ongoing basis.

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:

- (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:

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 the 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.

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 Levels performance.
- (iv) Agree any actions required from the review by either Party such as MACD, billing changes and Charges.

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Overview of Service Levels: This applies to In Scope Devices on a Proactive Service only.

1. Service Levels cover the following subjects:
 - (i) Fleet uptime of networked In Scope Devices;
 - (ii) Service Desk response.
2. The start date for the monitoring and measurement of Service Levels shall be 90 days after Operating 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 the Supplier's request to schedule Break Fix resolution;
 - b. Service Ticket result from misuse or abuse of In Scope Device or for a reason outside the Supplier's control (such as failure of Buyer's network, power failure);
 - c. The Supplier has been delayed or prevented from gaining access to the faulty In Scope Device for a reason outside the Supplier's reasonable control;
 - d. MACD activity on In Scope Device has been performed by Buyer without notification to the 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 Service Level target 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 the Supplier's normal area for service operations and where the 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

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Uptime Measurement

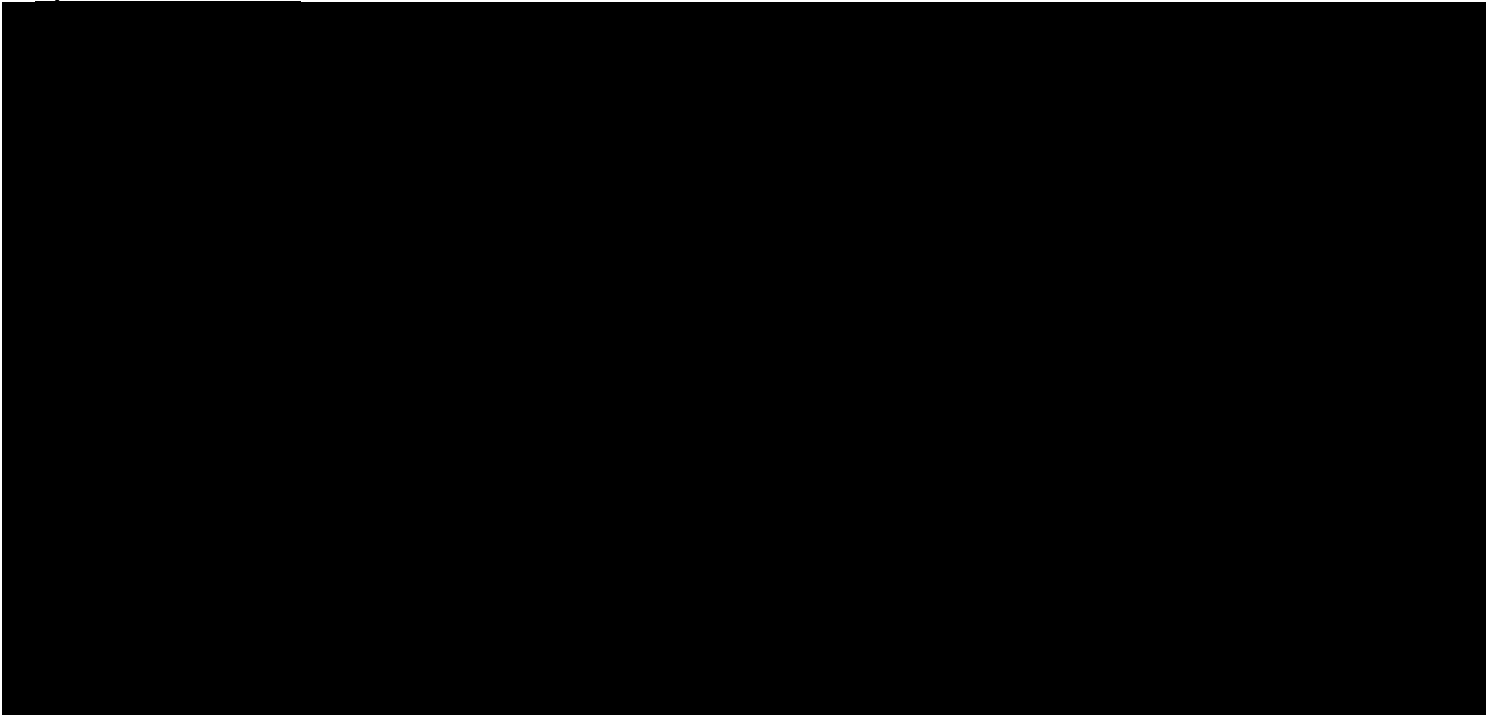


Table 1 Nobel House – In Scope Devices and In Scope Locations

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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] and the Supplier dated [INSERT DATE].

The Supplier has now supplied the In Scope Device(s) detailed below and welcome the Buyer's confirmation that the In Scope Device(s) is/are delivered and installed to the Buyer's satisfaction.

In Scope Device Model	In Scope Device Serial Number	In Scope Location

Buyer Sign Off

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 and Xerox Client 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.

Buyer contact	Print Name	Signature	Date

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

Appendix 2 - Software

Supplier 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 Customer'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 agreement.
- 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.