

**Additional Software Terms For The Xerox Proposals For
State of Mississippi Proposal Format and Guidelines
Class 600
Copiers – Purchase and Rental**

We have reviewed the State's Proposal Format and Guidelines document ("Guidelines") and have prepared the requested Purchase and Rental Proposals for the 2017/2018 contract period. Xerox is prepared to accept all terms and conditions as they were presented in the Guidelines and the associated Rental Agreement. Additionally, Xerox has provided the following software terms. These software terms are essential for the provision of products, but were not addressed in the Guidelines or associated Rental Agreement. These software terms are deemed to be part of the final contract, and are as stated herein, unless otherwise agreed to by the parties in writing.

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Additional Software Terms

1. **Software License.** Xerox grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand equipment ("Software") only with the Xerox-brand equipment with which it was delivered. Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this subsection a.). Software may contain code capable of automatically disabling the equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) Customer is notified of a default under an order; or (z) Customer's license is terminated or expires. The Software license will terminate; (i) if Customer no longer uses or possesses the equipment; (ii) upon the expiration of any order under which Customer has rented the equipment (unless Customer has exercised an option to purchase the equipment). Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
2. **Software Support.** Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). Software Support will be provided during the initial term of the applicable order and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of equipment. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Xerox will not be required to provide Software Support if Customer has modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within 6 months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases." Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.
3. **Diagnostic Software.** Software used to evaluate or maintain the equipment ("Diagnostic Software") is included with the equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Xerox reasonable access to the equipment to remove or disable

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Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox, provided that any on-site access to Customer's facility will be during Customer's normal business hours.

4. Remote Services.

- a. Certain models of equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement and development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above.
- b. Upon Xerox's request, Customer will provide contact information for equipment such as name and address of Customer contact and IP and physical addresses/locations of equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

5. Freeflow License. The following terms apply to Xerox FreeFlow Print Server™/DocuSP® software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready® and FreeFlow Process Manager™) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

- a. FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.
- b. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.
- c. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc. ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not

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more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.

- d. The Copyright Management feature of FreeFlow Makeready (“FFCM”) contains the optional Copyright Clearance Center, Inc. (“CCC”) copyright licensing services feature of FFCM (“CCC Service”). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox’s right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM.
- e. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox’s published specifications (collectively “Workstation”); and (b) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox’s published specifications.
- f. The following terms apply to FreeFlow Software licensed to U.S. government customers:
 - (i) Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense (“DOD”), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).
 - (ii) Adobe Software is a “commercial item,” as that term is defined at FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.
 - (iii) Oracle Database Express Edition is “commercial computer software” and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.
- g. FreeFlow FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:
 - (i) You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, <http://www.support.xerox.com/support/open-source-disclosures/file-edirect/enus.html?&contentId=136023>, except where such terms and conditions conflict with Mississippi law, including but not limited to paragraphs 17, 18, 19, and 22.
 - (ii) Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.
 - (iii) If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.
 - (iv) The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.
 - (v) **No High Risk Use.** WARNING: The Windows Embedded 7 Standard operating system is not fault-tolerant.

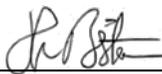
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The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing device where failure or fault of any kind of the Windows Embedded 7 Standard operating system could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Xerox is not licensed to use, distribute, or sublicense the use of the Windows Embedded 7 Standard operating system in High Risk Use. High Risk Use is STRICTLY PROHIBITED.

Signature Approval:

XEROX CORPORATION

By: Wolf von Bistram

Signature: 

Title: Finance Director

Date: 5/3/2017