


AGREEMENT ADDENDUM # 2

THIS ADDENDUM ("Addendum") amends Contract number MHEC# 080701 entered into between the Midwestern Higher Education Commission and Xerox Corporation ("Xerox"), which was effective July 1, 2008 (the "Contract").

The parties agree to amend the Contract as follows by adding:

Terms & Conditions document titled "Xerox Print Services Addendum" is added as an addendum and incorporated into Article VI Services And Solutions Terms And Conditions of the Contract.

**MIDWESTERN HIGHER EDUCATION
COMMISSION**



Signature

LANA OLEEN

Lana Oleen

Interim President

Title


1300 S. 2nd Street
Suite 130
Minneapolis, Minnesota 55454

Address

April 11, 2011

Date

XEROX CORPORATION



Signature

Tom Mandell

Tom Mandell

Major Account Contract Manager

Title

8700 Freeport Parkway
Irving TX 75063

Address

April 5, 2011

Date

Xerox Print Services Addendum



THIS XEROX PRINT SERVICES ADDENDUM ("XPS Addendum") amends Services Contract No. _____ ("XPS Services Contract") under Services and Solutions Agreement No. _____ ("SSA") between _____ ("Customer") and Xerox Corporation ("Xerox") to add the non-Xerox branded printers identified in Appendix A of this XPS Addendum ("Non-Xerox Devices") to the XPS Services Contract.

- REPAIR SERVICES.** A Xerox designated servicer will keep the Non-Xerox Devices in good working order in accordance with the manufacturer's published specifications ("Repair Services"). Repair Services will be provided at Customer's location, Monday through Friday (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) from 8:00 a.m. to 5:00 p.m. local time. Repair Services exclude repairs due to: (a) misuse, neglect or abuse; (b) failure of the Customer PC to comply with the manufacturer's published specifications; (c) use of options, accessories or products not serviced by Xerox; (d) alterations, relocation, service or supplies not provided by Xerox; or (e) failure to perform any Customer Responsibilities. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property.
- SUPPLIES.** Xerox will provide toner for Non-Xerox Devices ("Supplies"), Supplies are Xerox's property until used by Customer, and Customer will use them only with the Non-Xerox Devices identified in Appendix A. Supplies may be new, remanufactured or reprocessed. Upon expiration or termination of this XPS Addendum Customer will, at Xerox's expense, return any unused Supplies to Xerox or dispose of them as directed in writing by Xerox. If Customer's use of Supplies exceeds Xerox's published yields by more than 10%, Xerox will notify Customer of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge Customer for such excess usage. Upon request, Customer will provide an inventory of Supplies in its possession. Supplies do not include any other customer replaceable units, such as maintenance kits and drums; however, such items can be purchased separately from Xerox.
- XPS SERVICES.** In addition to the Repair Services and Supplies, Xerox will perform the Xerox Print Services ("XPS Services") described in the Xerox Print Services Statement of Work attached to this XPS Addendum as Appendix B ("SOW")
- CUSTOMER RESPONSIBILITIES.** Customer will perform the Customer responsibilities ("Customer Responsibilities") identified in the SOW.
- PRICING.** The pricing for the Repair Services, Supplies and XPS Services for Non-Xerox Devices is shown in Appendix A. Xerox may adjust pricing: (a) annually or (b) if the Device Count or the Monthly Print Volume for Non-Xerox Devices changes by more than the Allowed Device Count/Monthly Print Volume Variability shown in Appendix A.
- TERMINATION.** Either party may terminate this XPS Addendum, without penalty, upon not less than 90 days written notice.
- INVOICE TIMING.** The Base Charge per Non-Xerox Device is billed monthly in advance. The Base Charge per Non-Xerox Device will be billed beginning the first month following the start date of the Term of the XPS Services Contract and through the end of the month in which the termination effective date occurs. If a Non-Xerox Device is added to the XPS Services Contract during the course of a month, billing of the Base Charge per Non-Xerox Device will start with the next monthly invoice. The Base Charge per Non-Xerox Device will not be billed for the install month. If a Non-Xerox Device is removed during the course of a month, the Base Charge per Non-Xerox Device will be billed for the removal month. The Charge per Impression will be billed monthly in arrears. Customer will be invoiced for the Charge per Impression for each Non-Xerox Device beginning the first month following the start date of the Term of the XPS Services Contract and through the end of the month in which the termination effective date occurs. If a Non-Xerox Device is added during the course of a month, the Charge per Impression will be charged for the install month.
- REMOTE SERVICES.** Certain Non-Xerox Devices are supported and serviced using data that is automatically collected by Xerox from the Non-Xerox Device via electronic transmission to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Non-Xerox Device configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download any Customer data, documents or other information residing on or passing through the Non-Xerox Device or Customer's information management systems.
- MISCELLANEOUS.** The terms and conditions in this XPS Addendum are applicable only to the Non-Xerox Devices covered under this XPS Addendum and are in no way applicable to any other Products under the XPS Services Contract or any other Services Contract under the SSA. Capitalized terms that are not defined in this XPS Addendum have the meaning assigned to them in the SSA or the XPS Services Contract. Except as set forth above, the XPS Services Contract will continue in full force and effect. In the event of a conflict between the terms of the XPS Services Contract and this XPS Addendum, this XPS Addendum will control.

IN WITNESS WHEREOF, duly authorized representatives of Customer and Xerox have executed this XPS Addendum.

<<__CUSTOMER NAME__>>

XEROX CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____