Informational Items

August 2019

Requesting Department:	Administration / Administrative Services
Description:	For the Tollway's estimated requirement of Contract 19-0067 for Xerox Copier Maintenance and Support Services for a two-year period.
Awarded to:	Xerox Corporation
Amount:	$64,419.60
Procurement Method:	ISTHA Small Purchase

STATE OF ILLINOIS
CONTRACT

Illinois Tollway

Maintenance of Existing Copiers

Contract #19-0067

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☐ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **FORMS B**
7. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**
8. **VENDOR QUOTE**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

VENDOR

Vendor Name: Xerox Corporation	Address: 5500 Pearl Street, Rosemont IL 60018
Signature: [redacted]	Phone: 502-410-8679
Printed Name: Lisa A Perkins	Fax: N/A
Title: Account General Manager	Email: Lisa A. Perkins
Date: June 5, 2019	

STATE OF ILLINOIS

Procuring Agency: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: 630/795-7908
City, State ZIP: Downers Grove, IL 60515	
Approved as to Form and Constitutionality Legal Signature: [redacted]	Date: 8-23-19
Legal Printed Name: Andrew Zemke	
Legal's Title: Attorney General, State of Illinois	
[redacted]	[redacted] 8/26/19
José R. Alvarez	John Donato
Executive Director	Chief of Procurement

AGENCY USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: R-36613
- Project Title: Maintenance of Existing Copiers
- Contract #: 19-0067
- Procurement Method (IFB, RFP, Small Purchase, etc.): Small purchase
- IPB Reference #:
- IPB Publication Date:
- Award Code: C
- Subcontractor Utilization? ☐ Yes ☒ No Subcontractor Disclosure? ☐ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☐ No Percentage:
- Minority Owned Business? ☐ Yes ☐ No Percentage:
- Women Owned Business? ☐ Yes ☐ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☐ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☐ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. SUPPLIES AND/OR SERVICES REQUIRED: The Illinois Tollway would like to establish a small purchase contract to provide maintenance and support for the agency's current multi-function devices (MFDs) for a two-year term.

1.1.1. Standards of Performance: The Vendor shall perform, or cause to be performed, all Work required of it under the terms and conditions of the Contract with that degree of skill, care and diligence normally exercised by an experienced vendor performing work in projects of a scope and magnitude comparable to this project. The Vendor shall use reasonable efforts to assure timely and satisfactory completion of the work. The Vendor shall at all times act in the best interest of the Tollway. The Vendor shall perform or cause to be performed, all work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the Tollway.

1.1.2. Safety: The Vendor and its suppliers shall perform the services in a safe and responsible manner. In the performance of scope of work, the vendor shall shield all interior areas near the work area as required to protect Tollway personnel and property. Vendor shall at their own expense, conform to safety policies and regulations and comply with all specific safety requirements of the Occupational Safety and Health Act (OSHA) of 1970 and the Construction Safety Act of 1969 and all other related Acts.

1.1.3. Protection of Property: The Vendor shall conduct the work so as not to interfere with or hinder the daily activity within or around the designated work area that is established by the Tollway. If in the event, any damages (replacement, repairs) to existing property occur, the Vendor and/or its subcontractor is solely responsible for any expenses.

1.1.4. Clean Up: The Vendor shall, during the process of the work, remove and dispose of all materials and debris and keep the work site and adjacent premises in a clean condition satisfactory to the Tollway. Upon completion of work, the Vendor shall remove all materials, tools and machinery and restore the site to the same condition that existed prior to the commencement of its operation.

BB For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

☐ If checked, see the attached BidBuy Purchase Order for a Description of Supplies and/or Services.

1.2. MILESTONES AND DELIVERABLES: N/A

1.3. VENDOR / STAFF SPECIFICATIONS: Vendor must provide a four (4) -hour turnaround time for service, which includes all parts, labor and supplies. In the event that a machine cannot be fixed, an identical replacement should be provided.

1.4. TRANSPORTATION AND DELIVERY: Transportation and delivery costs shall be included in the maintenance costs.

1.5. SUBCONTRACTING

Subcontractors are not allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of $50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.5.1. Will subcontractors be utilized? ☐ Yes ☒ No

- **Subcontractor Name:** Click here to enter text

  Amount to be paid: Click here to enter text

  Address: Click here to enter text

  Description of work: Click here to enter text

- **Subcontractor Name:** Click here to enter text

  Amount to be paid: Click here to enter text

  Address: Click here to enter text

  Description of work: Click here to enter text

  If additional space is necessary to provide subcontractor information, please attach an additional page

1.5.2. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.5.3. If the annual value of any the subcontracts is more than $50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.5.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of the Contract are done at the sole risk of the Vendor and subcontractor(s).

1.6. SUCCESSOR VENDOR

☒ Yes ☐ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

(i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and

(ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

This certification supersedes a response to certification 4, Form F, of the Illinois Procurement Gateway (IPG).

1.7. **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Click here to enter text

  Value of services performed at this location: Click here to enter text

- Location where services will be performed: Click here to enter text

  Value of services performed at this location: Click here to enter text

2. PRICING

2.1 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract for its initial term is estimated at $64,419.60. This value is approved by the Tollway's Board of Directors and may be modified pursuant to Tollway Board approval as provided by written resolution or otherwise in accordance with authority delegated by the Board.

Maintenance 9/1/2019-8/31/2020

	Serial Number	Product	AMPV	Monthly Maintenance Cost	Yearly Maintenance Cost
1	VXW024416	WC5135PT	7154	$57.00	$684.00
2	VXW024418	WC5135PT	5522	$57.00	$684.00
3	VXW024419	WC5135PT	2042	$57.00	$684.00
4	VXX067883	WC5150PT	1676	$85.00	$684.00
5	VXX067894	WC5150PT	2721	$85.00	$1020.00
6	VXX067896	WC5150PT	4242	$85.00	$1020.00
7	VXX067986	WC5150PT	8311	$85.00	$1020.00
8	VXX091194	WC5150PT	1741	$85.00	$1020.00
9	XEL555905	WC5765P	2710	$141.00	$1692.00
10	XEL556606	WC5775P	14467	$152.00	$1824.00
11	XEL556856	WC5775P	21803	$152.00	$1824.00
12	XEL557060	WC5765P	11127	$141.00	$1692.00
13	XEL557065	WC5775P	12267	$152.00	$1824.00
14	XEL560288	WC5775P	20472	$152.00	$1824.00

15	AE9195778	WC5325P	3818	$39.00	$468.00
16	AE9881182	WC5335P	10995	$57.00	$684.00
17	MX0002479	WC7830P	3679	$138.75	$1665.00
18	AE9195645	WC5325P	4409	$39.00	$468.00
19	AE9195664	WC5325P	3227	$39.00	$468.00
20	AE9196602	WC5325P	1995	$39.00	$468.00
21	AE9196824	WC5325P	6424	$39.00	$468.00
22	AE9196904	WC5325P	2426	$39.00	$468.00
23	AE9879677	WC5335P	2894	$57.00	$684.00
24	A2M643820	WC5955APT	17465	$57.00	$684.00
25	VXW024411	WC5135PT	12929	$57.00	$684.00
26	A2T021456	WC3615	1150	$26.00	$312.00
27	VXW024432	WC5135PT	4022	$57.00	$684.00
28	VXW024434	WC5135PT	1987	$57.00	$684.00
29	3TX402568	C8030H	59350	$140.00	$1680.00
30	3TX403039	C8030H	11795	$140.00	$1680.00
31	3TX402846	C8030H	25385	$140.00	$1680.00
32	Y4X848307	B8045H	31570	$18.70	$224.40
33	Y4X848315	B8045H	29080	$18.70	$224.40

Total Maintenance Year One	**$2,684.15**	**$32,209.80**

Copier Maintenance 9/1/2020-8/31/2021

	Serial Number	Product	AMPV	Monthly Maintenance Cost	Yearly Maintenance Cost
1	VXW024416	WC5135PT	7154	$57.00	$684.00
2	VXW024418	WC5135PT	5522	$57.00	$684.00
3	VXW024419	WC5135PT	2042	$57.00	$684.00
4	VXX067883	WC5150PT	1676	$85.00	$684.00
5	VXX067894	WC5150PT	2721	$85.00	$1020.00
6	VXX067896	WC5150PT	4242	$85.00	$1020.00
7	VXX067986	WC5150PT	8311	$85.00	$1020.00
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11	XEL556856	WC5775P	21803	$152.00	$1824.00
12	XEL557060	WC5765P	11127	$141.00	$1692.00
13	XEL557065	WC5775P	12267	$152.00	$1824.00
14	XEL560288	WC5775P	20472	$152.00	$1824.00
15	AE9195778	WC5325P	3818	$39.00	$468.00
16	AE9881182	WC5335P	10995	$57.00	$684.00

17	MX0002479	WC7830P	3679	$138.75	$1665.00
18	AE9195645	WC5325P	4409	$39.00	$468.00
19	AE9195664	WC5325P	3227	$39.00	$468.00
20	AE9196602	WC5325P	1995	$39.00	$468.00
21	AE9196824	WC5325P	6424	$39.00	$468.00
22	AE9196904	WC5325P	2426	$39.00	$468.00
23	AE9879677	WC5335P	2894	$57.00	$684.00
24	A2M643820	WC5955APT	17465	$57.00	$684.00
25	VXW024411	WC5135PT	12929	$57.00	$684.00
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27	VXW024432	WC5135PT	4022	$57.00	$684.00
28	VXW024434	WC5135PT	1987	$57.00	$684.00
29	3TX402568	C8030H	59350	$140.00	$1680.00
30	3TX403039	C8030H	11795	$140.00	$1680.00
31	3TX402846	C8030H	25385	$140.00	$1680.00
32	Y4X848307	B8045H	31570	$18.70	$224.40
33	Y4X848315	B8045H	29080	$18.70	$224.40
			Total Maintenance Year Two	**$2,684.15**	**$32,209.80**

2.2 **EXPENSES ALLOWED:** Expenses are not allowed as follows: n/a.

2.3 **DISCOUNT:** The State may receive a Click here to enter text **% discount for payment within** Click here to enter text **days of receipt of correct invoice.**

2.4 **VENDOR'S PRICING:** Attach additional pages if necessary.

2.4.1. Vendor's Price for the Initial Term: $64,419.60

BB For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Pricing.

☐ If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.4.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1 Agency Formula for Determining Renewal Compensation: there are no renewal options.

2.4.2.2 Vendor's Price for Renewal(s): there are no renewal options.

2.5 **MAXIMUM AMOUNT:** Vendor's compensation for (services) under this Contract shall not exceed $77,303.52 during the initial term without a formal amendment.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of September 1, 2019 to August 31, 2021. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

BB For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

☐ If checked, see the attached BidBuy Purchase Order for the Term of this Contract.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of n/a years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

3.4.1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 **AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (*http://www.state.il.us/agency/idol/index.htm*) to ensure understanding of prevailing wage requirements.

4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's state tax exemption number and federal tax exemption information.

4.1.6.2 Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Illinois Tollway
Attn:	Contract Administrator-Procurement
Address:	PO Box 3094
City, State Zip	Lisle, IL 60532-8094

☐ See attached BidBuy Purchase Order

BB For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 **ASSIGNMENT**: This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

4.5 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 **CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

4.10 **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the State of Illinois, the Illinois State Toll Highway Authority, its officers, employees, and agents from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party.

4.11 INSURANCE: The Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Vendor, his/her agents, representatives, employees or subcontractors. Work shall not commence until insurance required by this section has been obtained, and documentation has been submitted to and accepted by the Illinois Tollway. The insurance companies providing coverage shall be rated by A.M. Best Company with a Financial Strength Rating of A- or better and a financial size category of not less than VII. Insurance coverage shall not limit Vendor's obligation to indemnify, defend or settle any claims.

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

1. Commercial General Liability coverage on an unmodified, Insurance Service Office "Occurrence" form, current edition or an alternative form providing equivalent protection.
2. Automobile Liability on an unmodified, Insurance Service Office form, current edition or an alternative form providing equivalent protection.
3. Workers Compensation insurance as required by the State of Illinois and including Employers' Liability.

B. Minimum Limits of Insurance Contractor or vendor shall maintain no less than:

1. Commercial General Liability: limits of liability of not less than $1,000,000 each occurrence for bodily injury, personal injury, and property damage and $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate.
2. Automobile Liability: limit of liability of not less than $1,000,000 combined single limit per accident for bodily injury and property damage each accident.
3. Workers Compensation and Employers' Liability: Workers Compensation providing statutory benefits, and Employers' Liability of not less than $1,000,000 each accident, $1,000,000 disease each employee, and $1,000,000 disease policy limit, including voluntary compensation.

The Illinois State Toll Highway Authority together with its officials, directors, and employees, shall be named "Additional Insured" as part of the commercial general liability and automobile liability coverage. These policies shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess. Policies shall contain a waiver of subrogation waiving any rights of recovery that the insurer(s) may have against the Illinois Tollway and its officials, directors, and employees.

All deductibles or self-insured retentions must be declared and accepted by the Illinois Tollway. Proof of insurance shall include copies of the applicable "additional insured" endorsements for the review of and approval by the Illinois Tollway. Any failure by the Illinois Tollway to request proof of insurance will not waive the requirement for procuring and maintaining the minimum insurance coverages specified.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the

Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.

4.18 **CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 **EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity

4.20 **NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22 **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

4.24 **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

☐ Illinois Tollway Definitions

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2,000 per year or printing) 30 ILCS 500/25-60.

☐ Illinois Tollway Specific Terms and Conditions

☐ Other (describe)

5.2. TOLLWAY SUPPLEMENTAL PROVISIONS:

☐ Definitions

☐ Required Federal Clauses, Certifications and Assurances

☐ ARRA Requirements (American Recovery and Reinvestment Act of 2009)

☐ Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2000 per year (30 ILCS 500/25-60)

☐ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

☐ BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)

☒ PAYMENT OF TOLLS: The Vendor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final determination is made by the Illinois Tollway that the Contractor has failed to pay any required tolls and associated fines, the Illinois Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the contractor by the Illinois Tollway and/or other Tollway of Illinois office, department, commission, board or agency.

5.3 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:

5.3.1 Order of Precedence:

This contract Small Purchase, taken together, comprises the Contract between the parties. With respect to any inconsistency or conflict among these documents the following order of precedence shall prevail:

1. This Contract;

2. The Small Purchase;
3. Other submissions received after the initial proposal as part of the renegotiation process, if applicable and agreed upon.

5.3.2 Agents and Employees:
Vendor shall be responsible for the negligent acts and omissions of its agents, employees and if applicable, subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services or supplying goods hereunder. In the event that the Tollway/Buyer determines that any individual performing services or supplying goods for Vendor hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Vendor and the Vendor shall replace that individual.

5.3.3 Publicity:
Vendor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the Tollway/Buyer nor shall the Tollway/Buyer's name be used in any such advertisement or solicitation without prior written approval except as required by law.

5.3.4 Consultation:
Vendor shall keep the Tollway/Buyer fully informed as to the progress of matters covered by this Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor shall offer the Tollway/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.

5.3.5 Third Party Beneficiaries:
There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Tollway/Buyer and the Vendor.

5.3.6 Successors in Interest:
All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

5.3.7 Vendor's Termination Duties:
The Vendor, upon receipt of notice of termination or upon request of the Tollway/Buyer, shall:

5.3.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, any other matters the Tollway/Buyer may require;

5.3.7.2 Immediately cease using and return to the Tollway/Buyer any personal property or materials, whether tangible or intangible, provided by the Tollway/Buyer to the Vendor;

5.3.7.3 Comply with the Tollway/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;

5.3.7.4 Cooperate in good faith with the Tollway/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;

5.3.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.

5.3.8. Inspector General:

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

5.4 OVERTIME:

If overtime is contemplated and provided for in this contract, all work performed by Vendor at overtime rates shall be pre-approved by the Tollway/Buyer.

5.5 VENUE AND ILLINOIS LAW:

Any claim against the Tollway arising out of this contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois for State claims and the U.S. District Court for the Northern District of Illinois for Federal claims.

5.5.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.

5.5.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway. Therefore, the first two sentences of paragraph 4.1.1 are inapplicable to this contract.

5.5.3. The Tollway is not currently an appropriated agency. Therefore, to the extent paragraph 3.5 and 4.29 concerns the Tollway being an appropriated agency, it does not apply.

5.5.4. The invoice submission deadline included in the second sentence of above paragraph 4.1.6 does not apply to the Tollway. Therefore, the second sentence of this paragraph is inapplicable to this contract. However, the remainder of the paragraph remains in effect.

5.6 REPORT OF A CHANGE IN CIRCUMSTANCES:

The (Contractor/Vendor) agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the (CONTRACTOR/VENDOR)'s ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the (CONTRACTOR/VENDOR)'s Certification/Disclosure Forms, the (CONTRACTOR/VENDOR)'s IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the (CONTRACTOR/VENDOR), or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

Further, the (CONTRACTOR/VENDOR) agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

Finally, the (CONTRACTOR/VENDOR) acknowledges and agrees that the failure of the (CONTRACTOR/VENDOR) to comply with this reporting requirement shall constitute a material breach of contract which may result in this contract being declared void.

5.7 VENDOR SUPPLEMENTAL PROVISIONS

STATE OF ILLINOIS
FORMS A

A vendor responding to a solicitation by the State of Illinois must return the information requested within this section with their bid or offer if they are not registered in the Illinois Procurement Gateway (IPG) and do not have an approved, unexpired IPG Registration Number. Failure to do so may render their bid or offer non-responsive and result in disqualification.

Please read this entire Forms A and provide the requested information as applicable and per the instructions. All forms and signature areas contained in this Forms A must be completed in full and submitted along with the bid in an Invitation for Bid; and completed in full and submitted along with the technical response and price proposal, which combined will constitute the Offer, in a Request for Proposal.

Vendor Name: Xerox Corporation	Phone: 502-410-8679
Street Address: 5500 Pearl Street	Email: lisa.perkins@xerox.com
City, State Zip: Rosemont, IL 60018	Vendor Contact: Lisa Perkins

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

OUTLINE

FORMS A

Complete this section if you are not using an IPG (Illinois Procurement Gateway) Registration #

Part

STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION

1.1. Name of Business (official name and DBA)

Xerox Corporation

1.2. Business Headquarters (address, phone and fax)

201 Merrit 7

Norwalk, CT 06856

203-968-3000

1.3. If a Division or Subsidiary of another organization provide the name and address of the parent

N/A

1.4. Billing Address

PO Box 660502

Dallas, TX 75266

1.5. Name of Chief Executive Officer

John Visentin

1.6. Company Web Site Address

www.xerox.com

1.7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)

Corporation

1.8. Length of time in business

111 years

1.9. Annual Sales for Offeror's most recently completed fiscal year

9.8 Billion

1.10. Show number of full-time employees, on average, during the most recent fiscal year

15,500

1.11. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

1.11.1. Minority (30 ILCS 575/2(A)(1) & (3)) ☐ Yes

1.11.2. Women (30 ILCS 575/2(A)(2) & (4)) ☐ Yes

1.11.3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1)) ☐ Yes

1.11.4. Disadvantaged (49 CFR 26) ☐ Yes

1.11.5. Veteran (30 ILCS 500/45-57) ☐ Yes

STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

2.1. If Offeror employed fifteen or more full-time employees at the time of submission of their response to this solicitation or any time during the previous 365-day period leading up to submission, it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to contract award or prior to bid opening for construction or construction-related services. 775 ILCS 5/2-101. If the Agency cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): Xerox Corporation.

☐ (check if applicable) The number is not required as the company has not met or exceeded the number of employees that makes registration necessary under the requirements of the Human Rights Act described above.

IDHR Public Contracts Number: 94156-00 Expiration Date: 7/15/2024.

2.2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: 7/16/2019.

2.3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 Ill. Adm. Code 750.210(a).

2.4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.

2.5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.

2.6. Offeror may obtain an application form by:

2.6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).

2.6.2. Internet: You may download the form from the Department of Human Rights' website at *https://www.illinois.gov/dhr/PublicContracts/Pages/default.aspx* .

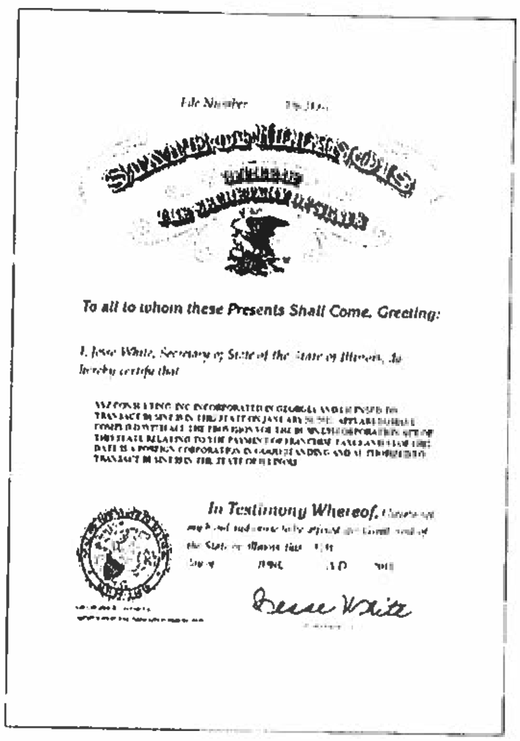
2.6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

3. A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.

   These requirements do not apply to construction contracts that are subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10. The prequalification requirements of Sections 30-20 and 33-10 shall include the requirement that the bidder be registered with the Illinois Secretary of State.

   Prior to execution of the contract, the State may request evidence from a vendor that certifies it is authorized to transact business or conduct affairs in Illinois. Failure to produce evidence in a timely manner may be considered grounds for determining the Vendor non-responsive or not responsible. For information on registering to transact business or conduct affairs in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (*http://cyberdriveillinois.com/departments/business_services/home.html*) or your home county clerk.

EVIDENCE OF BEING AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS IS THE SECRETARY OF STATE'S CERTIFICATE OF GOOD STANDING



File Number

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

[illegible]

In Testimony Whereof, [illegible]

Jesse White

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

4.1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

4.2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

4.3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

4.4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

4.5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

4.6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

4.7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.

4.8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.

4.9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.

4.10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).

4.11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.

4.12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.

4.13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.

4.14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

4.15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

4.16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.

4.17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.

4.18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.

4.19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency grants an exception. 30 ILCS 565.

4.20. Drug Free Workplace

4.20.1. If Vendor employs 25 or more employees and this contract is worth more than $5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

4.20.2. If Vendor is an individual and this contract is worth more than $5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.

4.21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.

4.22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.

4.23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.

4.24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.

4.25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.

4.26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

4.27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.

4.28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

4.29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.

4.30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

4.31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

4.32. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, a person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. 30 ILCS 500/20-43. Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal.

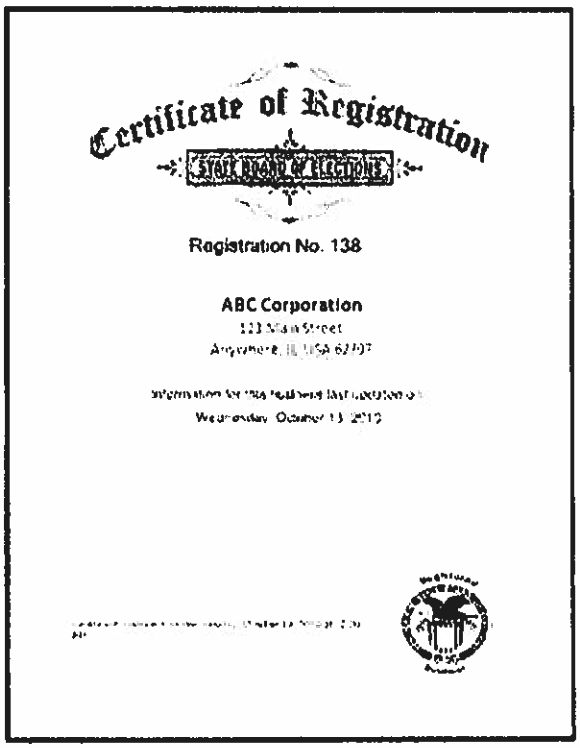
4.33. Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website it successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

5. Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

   Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than $50,000 or whose aggregate pending bids or proposals and current State contracts that total more than $50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS
IS THE CERTIFICATE OF REGISTRATION



STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

6. In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, will include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

   - more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

   - the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

Click here to enter text.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Click here to enter text.

Business Name: Xerox Corporation

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: [redacted]

Legal Status (check one):

☐ Individual

☐ Sole Proprietor

☐ Partnership

☐ Legal Services Corporation

☐ Tax-exempt

☐ Corporation providing or billing medical and/or health care services

☒ Corporation NOT providing or billing medical and/or health care services

☐ Governmental

☐ Nonresident alien

☐ Estate or trust

☐ Pharmacy (Non-Corp.)

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Limited Liability Company (select applicable tax classification)

☐ C = corporation

☐ P = partnership

Signature of Authorized Representative: [redacted]

Date: July 17, 2019

STATE OF ILLINOIS
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- ☒ Vendor
- ☐ Vendor's Parent Entity(ies) (100% ownership)
- ☐ Subcontractor(s) >$50,000 (annual value)
- ☐ Subcontractor's Parent Entity(ies) (100% ownership) > $50,000 (annual value)

Project Name	Maintenance of Existing Copiers
Illinois Procurement Bulletin Number	B-8637
Contract Number	19-0067
Vendor Name	Xerox Corporation
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Xerox Corporation
Disclosing Entity's Parent Entity	Click here to enter text.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) ☐ If you selected Other, please describe: Click here to enter text.

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

☒ **Option 1 – Publicly Traded Entities**

1.A. ☐ **Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.**

OR

1.B. ☒ **Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.**

☐ **Option 2 – Privately Held Entities with more than 100 Shareholders**

2.A. ☐ **Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.**

OR

2.B. ☐ **Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.**

☐ **Option 3 – All other Privately Held Entities, not including Sole Proprietorships**

3.A. ☐ **Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.**

☐ **Option 4 – Foreign Entities**

4.A. ☐ **Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.**

OR

4.B. ☐ **Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.**

☐ **Option 5 – Not-for-Profit Entities**

☐ **Complete Step 2, Option B.**

☐ **Option 6 – Sole Proprietorships**

☐ **Skip to Step 3.**

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	**Address**	**Percentage of Ownership**	**$ Value of Ownership**
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	**Address**	**% of Distributive Income**	**$ Value of Distributive Income**
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
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Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than $106,447.20.

☐ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than $106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☐ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	**Address**
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: Click here to enter text.

STEP 4
PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Click here to enter text.

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor ($354,824.00)? ☐ Yes ☐ No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Click here to enter text.

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No

4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No

5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? ☐ Yes ☐ No

6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No

7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No

9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Xerox Corporation

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☒ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☒ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☒ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☒ Yes ☐ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. Xerox is a large, global enterprise with thousands of contracts with vendors, customers, business partners and other parties. At any given time, there may be issues that could possibly result in lawsuits or other legal actions. Producing a detail list of such activity would be onerous in the context of responding to this form. However, any material litigation or judgments against Xerox can be found at: www//Xerox.com at Investor Relations.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over $50,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☒ Yes ☐ No.

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
DOIT	DOIT PSG Mainetenance	Active	$95,000.00 monthly	19-448DOIT-INFOT-P-1338
DOT	High Speed Printer	Active	$28,000.00 monthly	16-100118/22039066
DHS	High Speed Printer System Solution	Active	$35,000.00 Monthly	22035521
DOIT	Xerox Maintenance and Support	Active	$300,702.34	CIT8056200
DOIT	State Copier Contract	Active	$10,500.00	CMT9714200

Please explain the procurement relationship: Current Vendor having contracts with the State.

STEP 9
SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Xerox Corporation

Signature: [redacted] Date: July 25, 2019

Printed Name: Lisa A. Perkins

Title: Account General Manager

Phone Number: 502-410-8679

Email Address: lisa.perkins@xerox.com

Table of Contents

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended: December 31, 2018

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from: ______ to: _______

Commission File Number 001-04471

xerox™

XEROX CORPORATION
(Exact Name of Registrant as specified in its charter)

New York	**16-0468020**
(State of incorporation)	(IRS Employer Identification No.)
P.O. Box 4505, 201 Merritt 7 **Norwalk, Connecticut 06851-1056**	**(203) 968-3000**
(Address of principal executive offices)	(Registrants telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, $1 par value	**New York Stock Exchange**
	Chicago Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐	Non-accelerated filer	☐	Smaller reporting company	☐	Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the voting stock of the registrant held by non-affiliates as of June 30, 2018 was $6,122,441,592.

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date:

Class	Outstanding at January 31, 2019
Common Stock, $1 par value	229,726,488

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the following document are incorporated herein by reference:

Document	Part of Form 10-K in which Incorporated
Xerox Corporation Notice of 2019 Annual Meeting of Shareholders and Proxy Statement (to be filed no later than 120 days after the close of the fiscal year covered by this report on Form 10-K)	III

Cautionary Statement Regarding Forward-Looking Statements

This document, and other written or oral statements made from time to time by management contain “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. The words “anticipate”, “believe”, “estimate”, “expect”, “intend”, “will”, “should”, "targeting", "projecting", "driving" and similar expressions, as they relate to us, our performance and/or our technology, are intended to identify forward-looking statements. These statements reflect management’s current beliefs, assumptions and expectations and are subject to a number of factors that may cause actual results to differ materially. Such factors include but are not limited to: our ability to address our business challenges in order to reverse revenue declines, reduce costs and increase productivity so that we can invest in and grow our business; our ability to attract and retain key personnel; changes in economic and political conditions, trade protection measures, licensing requirements and tax laws in the United States and in the foreign countries in which we do business; the imposition of new or incremental trade protection measures such as tariffs and import or export restrictions; changes in foreign currency exchange rates; our ability to successfully develop new products, technologies and service offerings and to protect our intellectual property rights; the risk that multi-year contracts with governmental entities could be terminated prior to the end of the contract term and that civil or criminal penalties and administrative sanctions could be imposed on us if we fail to comply with the terms of such contracts and applicable law; the risk that partners, subcontractors and software vendors will not perform in a timely, quality manner; actions of competitors and our ability to promptly and effectively react to changing technologies and customer expectations; our ability to obtain adequate pricing for our products and services and to maintain and improve cost efficiency of operations, including savings from restructuring actions; the risk that confidential and/or individually identifiable information of ours, our customers, clients and employees could be inadvertently disclosed or disclosed as a result of a breach of our security systems due to cyber attacks or other intentional acts; reliance on third parties, including subcontractors, for manufacturing of products and provision of services; the exit of the United Kingdom from the European Union; our ability to manage changes in the printing environment and expand equipment placements; interest rates, cost of borrowing and access to credit markets; funding requirements associated with our employee pension and retiree health benefit plans; the risk that our operations and products may not comply with applicable worldwide regulatory requirements, particularly environmental regulations and directives and anti-corruption laws; the outcome of litigation and regulatory proceedings to which we may be a party; any potential termination or restructuring of our relationship with Fujifilm Holdings Corporation; and other factors that are set forth in the “Risk Factors” section, the “Legal Proceedings” section, the “Management’s Discussion and Analysis of Financial Condition and Results of Operations” section and other sections of this Annual Report on Form 10-K, as well as in our Quarterly Reports on Form 10-Q and our Current Reports on Form 8-K filed with the SEC. Xerox assumes no obligation to update any forward-looking statements as a result of new information or future events or developments, except as required by law.

Xerox Corporation
Form 10-K
December 31, 2018

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Part I

Item 1. Business

Our Business

Xerox is a print technology and intelligent work solutions leader. Our experience and broad customer base gives us a unique perspective and understanding of the inner-workings of business, and our technology allows us to add intelligence to the development of solutions to connect the physical and digital worlds of work. We apply our expertise in imaging and printing, data analytics, and the development of secure and automated solutions to help our customers improve productivity and increase client satisfaction. Every day, our innovative technologies and intelligent work solutions - Powered by Xerox ® - help people communicate and work better.

In our core market, we compete with our traditional print technology and related services. This core market is estimated at approximately $67 billion[(1)]. Our primary offerings in this core environment span three main areas: Intelligent Workplace Services (formerly Managed Document Services (MDS)), Workplace Solutions and Production Solutions (formerly Graphic Communications). Our Intelligent Workplace Services offerings help customers, ranging from small businesses to global enterprises, optimize their printing and related document workflow and business processes. Xerox led the establishment of this expanding market and continues as the industry leader. Our Workplace Solutions and Production Solutions offerings support the work processes of our customers by providing them with solutions built upon our broad portfolio of industry-leading printing and workflow offerings.

We also have digital solutions and software assets to compete in an approximately $31 billion[(1)] adjacent Software and Services market. Our main offerings in this market are focused on industry-specific Digital Solutions, Personalization & Communication Software and Content Management Software. Our Industry Digital Solutions leverage our ConnectKey software platform to enable integration of technology, software and services to securely design and manage the digitization and workflow of content for our clients. Our main products in this area are Digital Patient, Digital Insurer, Digital Retailer and Digital Citizen. Our Personalization Software and Content Management Software are products designed for security, cloud and digital enablement. Our main products in these areas are XMPie and DocuShare. Our XMPie offering is a robust personalization and communication software that can support the needs of omni-channel communications customers, giving them the bridge between print and digital, which is a critical element for that market. Our DocuShare enterprise content management offering provides a better way to manage paper and digital content from creation to retention to transformation. Capture, store and share documents either on-premise or by cloud while automating time-consuming, document-heavy processes like accounts payable, HR onboarding, contract management and mortgage processing.

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(1) Market estimates are derived from third-party forecasts produced by firms such as International Data Corporation (IDC).

Our Strategy and Business Model

Our strategy is to maintain overall leadership in our core market and increase our participation in growth areas, while expanding into adjacent markets and leveraging our innovation capabilities to enter new markets. We are simplifying our operations through Project Own It, an enterprise-wide transformation program, which we believe will create a more frictionless business for our clients and enable us to invest in our business while growing our profits. (Refer to the **Optimize Operations and Establish a Culture of Continuous Improvement** section below). We have a strong and sustainable cash flow business model that supports both investment in our business as well as direct return of capital to shareholders.

We have outlined the following strategic initiatives for our business:

Optimize Operations and Establish a Culture of Continuous Improvement

In 2018, we started the design and implementation of Project Own It, an enterprise-wide program aimed at re-engineering the organization to create a more frictionless and high velocity business for our customers and partners. Project Own It targets seven key areas for transformation - Shared Services, Procurement, IT, Delivery, Supply Chain, Real Estate and Organization Design. It seeks to deliver at least $640 million of cost savings in 2019, or $1.5 billion in the three-year-period between 2019 and 2021. We expect that the savings generated from Project Own It will allow us to expand our margins while also allowing us to make investments in the business that will help us improve our revenue trajectory. This program is managed with strong discipline and accountability and is focused on changing our work processes and designing for end-to-end operational efficiency.

Drive Revenue

We are a leader in our industry and have a strong and valuable global brand. We have a three-year revenue roadmap that includes five major strategies to drive revenue improvement, including:

- Improve our core technology business by building on our leadership positions in our core technology and services markets. Within the workplace, we plan to leverage our ConnectKey software platform to redefine the multi-function device user experience. Within production printing environments, we plan to bring unique and higher value printing capabilities to our customers while also lowering the cost of entry into the growing inkjet printing category.
- Expand our services and software business by building on our leadership in Managed Print Services to deliver more intelligent workplace solutions with targeted, industry specific offerings as well as achieve greater penetration of our personalization and content management software solutions.
- Capitalize on the opportunity in SMB by increasing our investments in indirect channels to market as well as our Xerox Business Solutions (XBS) operations (formerly Global Imaging Services or GIS).
- Transform our client's digital experience by building a world-class digital experience and enhancing our e-commerce sales platforms.
- Drive innovation and new growth businesses by increasing focus and investment in our four innovation programs (Digital Packaging & Print, AI (Artificial Intelligence) Workflow Assistants for Knowledge Workers, 3D Printing / Digital Manufacturing, Sensors & Services for the Internet of Things).

Geographically, our footprint spans approximately 160 countries and allows us to deliver our technology and solutions to customers of all sizes, regardless of complexity or number of customer locations.

Re-energize Innovation

We believe that a critical role of our research is to identify new competency areas with attractive addressable markets for the future. Our expertise in technology and printing also uniquely positions us to discover those areas and leverage our innovation to move into adjacencies beyond our current core technology. Accordingly, we have prioritized investments in four key areas: Digital Packaging and Print, AI Workflow Assistants for Knowledge Workers, 3D Printing / Digital Manufacturing, and Sensors and Services for the Internet of Things. (Refer to the **Innovation and Research Enabling Growth Beyond our Core Markets** section below).

We also see opportunity in our core coming from our ability to deliver physical devices that connect with the digital world as well as purely digital offerings that improve our customers' outcomes. As a result, we direct our research and development (R&D) investments to areas such as workflow automation, color printing and customized communication, as well as to improving the quality and reducing the environmental impact of digital printing. We invest in bringing new capabilities to the market such as our ConnectKey™ software to enable our devices to integrate into digital workflows, as well as in technologies to improve the security of our devices and offerings such as our recent market leading FedRamp authorization for MPS services. We will continue to invest in innovations to improve the reliability, IQ and cost of our printing devices, as well as in new services and software that improve our customers' ability to manage their document oriented workflows.

We expect that our investments in innovation for our core, adjacent and new markets will deliver incremental value for our customers and drive profitable revenue growth for our business.

Focus on Cash Flow

Our business is based on a model with a large portion of revenues under multi-year contractual arrangements with more than 75 percent of revenues coming from the most profitable post-sale revenue stream. Additionally, there is low annual Capital Expenditures (less than 2 percent of revenues) required to support our business. These factors result in stable gross margins and operating margins as well as strong and stable cash flow generation.

We will deploy our substantial cash flow to drive shareholder returns through:

- A commitment to return over 50 percent of our free cash flow (Operating cash flows from continuing operations less capital expenditures) to shareholders through a combination of dividends and share repurchases; and
- Selective pursuit of acquisitions in targeted growth areas.

We target to manage our core debt (debt excluding financing related debt) to under two times expected free cash flow.

Engage, Develop and Support Our People

Our offerings are supported by a global workforce focused on delivering value to our customers. We continue to develop our employees by investing in the processes and systems that enable them to perform their jobs more effectively. We had approximately 32,400 employees worldwide at December 31, 2018.

Innovation and Research Enabling Growth Beyond Our Core Markets

Xerox has a rich heritage of innovation, which continues to be a strength of the company as well as a competitive differentiator. As we invest in our core market technologies, we also aim to create value for our customers, our shareholders and our employees by driving innovation in new markets beyond our core, where we have differentiated capabilities.

Our research and innovation efforts to grow beyond our core markets can be categorized under four focus areas:

Digital Packaging and Printing - Improve the cost and capability of digital printing for packaging

Advances in digital printing are enabling mass customization at a run cost approaching the cost of analog printing. We are continuously investing in research to reduce the cost of digital printing consumables while maintaining the high print quality that our customers expect. Our research is focused on developing new printing technologies to enable us to print digitally on a broader range of media and substrates such as foils, cartons, and directly on end-use products, which could enable us to compete in growth markets such as digital packaging.

AI Workflow Assistants - Create intelligent assistants that help knowledge workers in business workflows, resulting in lower cost, higher quality and increased agility

Enterprises of all sizes require agility in order to quickly respond to market changes and new requirements. Our goal is to deliver artificial intelligence that works collaboratively with knowledge workers to perform document-based and physical workflows with greater efficiency and quality. We continue to invest in new capabilities to help people in collaborative authoring workflows, such as writing proposals and other business documents. And we go beyond that to develop innovations to assist in physical workflows, such as machine-servicing, using augmented reality. These capabilities leverage our research in image, video and natural language processing, as well as machine learning. The application of these methods to business workflows could enable the automation of repetitive tasks, thus allowing workers to focus on higher value activities.

3D Printing and Digital Manufacturing - Enable additive manufacturing of high volume production parts through new print processes, materials and design software

The current 3D Printing and additive manufacturing offerings in the market have mostly been limited to low volume prototyping due to limitations in print process productivity, breadth of materials, and design software. We expect our research to lead to technologies that improve the manufacturing productivity, robustness, and designs of 3D-printed parts so they can be used in high-volume manufacturing. In addition, our research in 3D design software could enable the creation of “better than” parts that go beyond the limits of human design expertise, and are also optimized for specific production equipment to enable higher quality and lower cost production.

Sensors and Services for the Internet of Things - Democratize sensing technology by reducing the size and cost of sensors to enable new disruptive applications

The Internet of Things (IoT) is transforming the world, enabling real-time visibility and optimization of physical systems. Today, size and cost of sensors, has been a limitation of this technology. One of our key research areas is miniaturizing and reducing the cost of sensors through semiconductor and printing technologies. A second major research area focuses on video and image processing to make sense of the sensor data, leading to actionable insights. We see opportunities to apply these methods to potentially generate new disruptive applications and customer value in areas such as healthcare, packaging, logistics and supply chain.

Our innovation goals are supported by cross disciplinary research programs in our different research centers. PARC, the most prominent of these centers, is a wholly-owned subsidiary of Xerox located in Silicon Valley, California. It provides Xerox commercial and government clients with R&D and open innovation services. PARC scientists have deep technological expertise in areas that we consider fundamental to bring high-impact innovations to our customers and the world; such areas include big data analytics, intelligent sensing, computer vision, networking, printed electronics, energy, and digital design and manufacturing.

Investment in R&D is critical for competitiveness in our fast-paced markets. One of the ways that we maintain our market leadership is through coordination of our R&D with Fuji Xerox (an equity investment in which we maintain a 25% ownership interest).

Our total research, development and engineering expenses (RD&E), which include sustaining engineering expenses for hardware engineering and software development after we launch a product, totaled $397 million in 2018, $424 million in 2017 and $463 million in 2016. Fuji Xerox R&D expenses were $586 million in 2018, $536 million in 2017 and $628 million in 2016.

Acquisitions and Divestitures

We had no acquisitions or divestitures in 2018. Further details about our acquisitions and divestitures in prior periods can be found in Note 4 - Acquisitions and Note 5 - Divestitures, in the Consolidated Financial Statements.

Segment Information

Our business is organized to ensure we focus on efficiently managing our operations and serving the customers and markets in which we operate. Since 2017, following the spin-off of Conduent Incorporated, our Business Processing Outsourcing business, we continue to maintain a geographic focus and are primarily organized from a sales perspective on the basis of "go-to-market" sales channels. These sales channels are structured to serve a range of customers for our products and services. As a result of this structure, we recognize that we have one operating and reportable segment - the design, development and sale of printing technology and related solutions.

As part of our strategy, we also aim to expand into adjacent markets leveraging our industry-specific Digital Solutions, Personalization & Communication Software and Content Management Software, however the revenues generated and expected from these areas at this point are not material. Accordingly, the section below primarily discusses the business based on our primary offerings (Intelligent Workplace Services, Workplace Solutions and Production Solutions) that are brought to market through our geographic-based sales channels.

Revenues

We have a broad and diverse base of customers by both geography and industry, ranging from SMBs to printing production (including graphic communications) companies, governmental entities, educational institutions and Fortune 1000 corporations. Our business does not depend upon a single customer, or a few customers, the loss of which would have a material adverse effect on our business. Our business spans three primary offering areas: Intelligent Workplace Services, Workplace Solutions and Production Solutions. In addition, a smaller portion of our revenues comes from non-core streams including paper sales in our developing market countries, wide-format systems, licensing revenue and XBS network integration solutions.

Our **Intelligent Workplace Services** includes a continuum of solutions and services that helps our customers optimize their print and communications infrastructure, ensure the highest levels of security and productivity, and enable their digital business objectives. Our primary offerings in this area are Managed Print Services (MPS), a range of Industry Digital Solutions that leverage Workflow Automation, Personalization and Communication Software, Content Management Solutions, and Digitization Services.

- In our MPS business, we help companies assess and optimize their print infrastructure, secure and integrate their environment and automate and simplify their business processes. We provide the most comprehensive portfolio of MPS services in the industry and are recognized as an industry leader by major analyst firms including Gartner, IDC, Quocirca, InfoTrends and Forrester. Our MPS offering targets clients ranging from large, global enterprises to governmental entities and to small and medium-sized businesses, including those served via our channel partners. Our Next Generation Xerox Partner Print Services is a comprehensive suite of services that allows channel partners to support their SMB customers with some of our best-in-class tools, processes, and workflow solutions developed by Xerox for large enterprises.
- Our **Industry Digital Solutions** leverage our ConnectKey software platform to enable integration of technology, software and services to securely design and manage the digitization and workflow of content for our clients; our main products in this area are Digital Patient, Digital Insurer, Digital Retailer and Digital Citizen.
- Our **Personalization and Communications Software** and our **Content Management Solutions** are products designed for security, cloud and digital enablement. Our main products in this area are XMPie and DocuShare. Our XMPie offering is a robust personalization and communication software for omni-channel communications customers, giving them the bridge between print and digital, which is a critical element for that market. XMPie offers a range of platform-enabled digital services that deliver relevant and timely communications focused on customer acquisition, onboarding or retention. Our DocuShare enterprise content management offering provides a better way to manage paper and digital content from creation to retention to transformation. Capture, store and share documents either on-premise or by cloud while automating time-consuming, document-heavy processes like accounts payable, HR onboarding, contract management and mortgage processing. In addition, we operate a network of centers that digitize and automate paper & digital workflows, enabling our customers to operate cost-efficiently in a fully-digitized environment with speed, quality and 24x7 availability.

Our **Workplace Solutions** area is made up of two strategic product groups, Entry and Mid-Range, which share common technology, manufacturing and product platforms. Workplace Solutions revenues include the sale of products and supplies, as well as the associated technical service and financing of those products.

- **Entry** comprises desktop monochrome and color printers and multifunction printers (MFPs) ranging from small personal devices to workgroup printers and MFPs that serve the needs of office workgroups. Entry products are sold to customers in all segments from SMB to enterprise, principally through a global network of reseller partners and service providers, as well as through our direct sales force.
- **Mid-Range** are larger devices that have more features and can handle higher print volumes and larger paper sizes than Entry devices. These products are sold through dedicated partners, our direct sales force, multi-branded channel partners and resellers worldwide. We are a leader in this area of the market and offer a wide range of MFPs, copiers, digital printing presses and light production devices, and solutions that deliver flexibility and advanced features.

Our **Production Solutions** are designed for customers in the graphic communications, in-plant and production print environments with high-volume printing requirements. These solutions enable full-color, on-demand printing of a wide range of applications, including variable data for personalized content and one-to-one marketing. Graphic Communications Solutions revenues include the sale of products, software and supplies, as well as the associated technical service and financing of those products.

- Our cut-sheet presses provide graphic communications and commercial printers with high speed, high-volume printing. They are ideal for publishing, transaction printing, print on demand and one-to-one marketing, offering the best in high speed, productivity and resolution and color. We are the worldwide leader in the cut-sheet color and monochrome production industry.
- Our inkjet presses offer a broad range of roll fed, continuous feed printing technologies, including waterless inkjet and aqueous inkjet for vivid color, and toner-based flash fusing for black and white. Our portfolio spans a variety of print speeds, image quality, feeding, finishing and media options. We continue to develop and integrate our production inkjet business to bring the high-end capabilities of toner-based presses such as speed and inline color correction to the more price sensitive market of inkjet.
- Our FreeFlow portfolio of software offerings brings intelligent automation and integration to the processing of print jobs, from file preparation to final production, for a touchless workflow. It helps customers of all sizes address a wide range of business opportunities including automation, personalization and even electronic publishing. In 2017, we sold our FreeFlow Print Server (FFPS) DFE business to Electronics for Imaging (EFI). Under the terms of the sale, we established a strategic partnership that will bring to market a next generation digital front end (DFE) solution with more efficiencies, performance and quality to meet the most demanding production requirements. Additionally, EFI will continue to supply and support the current range of FFPS. It should be noted that the sale agreement comprises only the small FFPS business and does not impact our FreeFlow portfolio of software solutions which remains a key plank for our customers' workflow strategy.

Geographic Information

Overall, approximately 40% of our revenue is generated by customers outside the U.S. Additional details can be found in Note 3 - Segment and Geographic Area Reporting in the Consolidated Financial Statements.

Patents, Trademarks and Licenses

In 2018, Xerox and its subsidiaries were awarded 450 U.S. utility patents. Including our research partner Fuji Xerox, we were awarded 975 U.S. utility patents during the period. Our patent portfolio evolves as new patents are awarded to us and as older patents expire. As of December 31, 2018, Xerox held approximately 10,307 U.S. design and utility patents. These patents expire at various dates up to 20 years or more from their original filing dates. While we believe that our portfolio of patents and applications has value, in general no single patent is essential to our business. In addition, any of our proprietary rights could be challenged, invalidated or circumvented, or may not provide significant competitive advantages.

In 2018, we were party to numerous patent-licensing agreements and, in a majority of them, we licensed or assigned our patents to others in return for revenue and/or access to their patents or to further our business goals. Most patent licenses expire concurrently with the expiration of the last patent identified in the license. We were also party to a number of cross-licensing agreements with companies that also hold substantial patent portfolios. These agreements vary in subject matter, scope, compensation, significance and duration.

In the U.S., we own about 191 U.S. trademarks, either registered or applied for. These trademarks have a perpetual life, subject to renewal every 10 years. We vigorously enforce and protect our trademarks.

Environmental Social Governance (ESG)

At our core is a deep and long-lasting commitment to ESG, a pledge to inspire and support our people, conduct business ethically across the value chain and preserve our planet. This commitment stems from the corporate values established over sixty years ago.

We continue this legacy by turning investments in innovation into products and services that help our customers be more productive, profitable and sustainable. Driving efficiency in our business operations, smart investments in technologies that afford our customers added agility-personalization, automation and better workflow-as part of our customer-centric approach, will underpin our corporate social responsibility efforts. We do this in our own operations, as well as in workplaces, communities and cities around the world. We recognize the world's challenges such as climate change and human rights and understand the role we play.

We are constantly thinking about how we can simplify work, deliver more personalized experiences and improve productivity through new technologies. We strive to connect the physical and digital worlds without adversely affecting the environment, human health and safety.

Our pledge to inspire and support our people, conduct business ethically and protect our planet remains at the core of everything we do.

The Xerox 2018 Corporate Social Responsibility (CSR) Report, available at www.xerox.com, provides an overview of our progress for the year 2018 including these achievements:

- 100 percent of supplies and consumables returned by customers at end-of-life were diverted from entering landfills. Instead, we remanufactured, reused, recycled, or provided the waste to suppliers who converted it into an energy source.
- 100 percent of newly-launched, eligible Xerox products satisfied the Electronic Product Environmental Assessment Tool (EPEAT®) and EPA ENERGY STAR® eco-labels.
- Six percent of our U.S. employee population is military Veterans representation bringing us closer to our goal of 6.7%.
- Worldwide Total Recordable Injuries (TRI) rate of our employees dropped by 5.3%.
- Supplier spend with suppliers representing small Tier I, minority, woman or veteran-owned businesses accounted for 9% of our total spend.
- Employees gave over 91,000 hours of their time for local community involvement.

Marketing and Distribution

We go to market with a services-led approach and sell our products and services directly to customers through our worldwide sales force and through independent agents, dealers, value-added resellers, systems integrators and the Web. In addition, our wholly-owned subsidiary, Xerox Business Solutions (XBS), formerly Global Imaging Systems (GIS), an office technology dealer comprised of regional core companies in the U.S., sells document management and network integration systems and services. We continued to broaden our distribution to small and mid-sized businesses in 2018 through expanding our network of resellers and partners (including multi-brand dealers) as well as through integrating a significant number of our small and mid-sized government, healthcare, education and graphic communication accounts into XBS. This realignment of our SMB business not only creates synergies that will simplify our business, but it also gives us the ability to leverage XBS's high-touch, locally accessible model to provide our customers with the best experience.

We restructured the way we serve our customers globally into two units: the Americas, with Mexico, Central and South America joining the U.S. and Canada; and EMEA, which includes Europe, the Middle East, Africa and India. We have also implemented a common global delivery model that aims to provide a consistent customer experience worldwide. We believe that these changes create a flatter and more effective go-to-market model that will streamline our supply chain and provide our customers with best-in-class services.

In Europe, Africa, the Middle East and parts of Asia, we distribute our products through Xerox Limited, a company established under the laws of England, as well as through related non-U.S. companies. Xerox Limited enters into distribution agreements with unaffiliated third parties to distribute our products in many of the countries located in these regions and previously entered into agreements with unaffiliated third parties who distribute our products in Sudan. Sudan, among others, has been designated as a state sponsor of terrorism by the U.S. Department of State and is subject to U.S. economic sanctions. We maintain an export and sanctions compliance program, and believe that we have been, and are, in compliance with U.S. laws and government regulations for Sudan. We have no assets, liabilities or operations in Sudan other than liabilities under the distribution agreements. After observing required prior notice periods, Xerox Limited terminated its distribution agreements with distributors servicing Sudan in August

2006. Now, Xerox has only legacy obligations to third parties, such as providing spare parts and supplies to these third parties. In 2018, total Xerox revenues of $9.8 billion included approximately $8 thousand attributable to Sudan.

Competition

Although we encounter competition in all areas of our business, we are the leader - or among the leaders - in each of our core offering areas. We compete on the basis of technology (including our technologies for security, automation, personalization and mobile-ready and cloud-capable devices and solutions), performance, price, quality, reliability, brand, distribution and customer service and support.

Our larger competitors include Canon, Hewlett-Packard Inc., Konica Minolta and Ricoh. Our brand recognition, reputation for document management expertise, innovative technology and service delivery excellence are our competitive advantages. These advantages, combined with our breadth of product offerings, global distribution channels and customer relationships, position us as a strong competitor going forward.

Customer Financing

We finance a large portion of our direct channel customer purchases of Xerox equipment through bundled lease agreements. We also provide lease financing to end-user customers who purchased Xerox equipment through our indirect channels. We compete with other third-party leasing companies with respect to the lease financing provided to these end-user customers. In both instances, financing facilitates customer acquisition of Xerox technology and enhances our value proposition, while providing Xerox a reasonable return on our investment in this business. Additionally, because we primarily finance our own products and have a long history of providing financing to our customers, we are able to minimize much of the risk normally associated with a finance business.

Because our lease contracts allow customers to pay for equipment over time rather than upfront upon installation, we maintain a certain level of debt to support our investment in these lease contracts. We fund our customer financing activity through a combination of cash generated from operations, cash on hand and proceeds from capital market offerings. At December 31, 2018, we had approximately $3.5 billion of finance receivables and $442 million of equipment on operating leases, or Total Finance assets of $3.9 billion. We maintain an assumed 7:1 leverage ratio of debt to equity as compared to our Finance assets, which results in approximately $3.4 billion of our $5.2 billion of debt being allocated to our financing business.

Refer to "Debt and Customer Financing Activities" in the **Capital Resources and Liquidity** section of Management's Discussion and Analysis, included in Item 7 of this 2018 Form 10-K, for additional information.

Manufacturing and Supply

Our manufacturing and distribution facilities are located around the world. Our largest manufacturing site is in Webster, N.Y., where we produce the Xerox iGen, Nuvera, Brenva and Direct to Object Inkjet Printer systems, as well as key components and consumables for our products, such as toner. We also have manufacturing operations in Dundalk, Ireland, for components, consumables and printer systems sustainable manufacturing; in Wilsonville, OR, for solid ink consumables and components; and in Aubagne, France, for our Production aqueous ink-jet production systems (Rialto and Trivor). Other Xerox manufacturing plants are located in Venray, Netherlands; Ontario, Canada; and Oklahoma City, OK, where we manufacture materials and components.

Additionally, we work with various manufacturing and distribution partners, including a 15+ year relationship with FLEX LTD (Flex) (formerly Flextronics), a global contract manufacturer.

We have arrangements with Fuji Xerox Co., Ltd. (Fuji Xerox) under which we purchase and sell products, some of which are the result of mutual research and development agreements. Refer to Note 10 - Investments in Affiliates, at Equity in the Consolidated Financial Statements for additional information regarding our relationship with Fuji Xerox.

We also acquire products from various third parties in order to increase the breadth of our product portfolio and meet channel requirements.

Fuji Xerox

Fuji Xerox is an unconsolidated entity in which we own a 25% interest and FUJIFILM Holdings Corporation (Fujifilm) owns a 75% interest. Fuji Xerox develops, manufactures and distributes document processing products in Japan, China, Hong Kong, other areas of the Pacific Rim, Australia and New Zealand. We retain significant rights as a minority shareholder. We maintain commercial relationships with Fuji Xerox, including our technology licensing agreements which ensure that the two companies retain uninterrupted access to each other's portfolio of patents, technology and products. Refer to Note 10 - Investment in Affiliates, at Equity in the Consolidated Financial Statements for additional information regarding our investment in Fuji Xerox. Xerox’s goals include sourcing products, parts and supplies from the most competitive suppliers to support the needs of its customers.

International Operations

The financial measures, by geographical area for 2018, 2017 and 2016, are included in Note 3 - Segment and Geographic Area Reporting in the Consolidated Financial Statements for additional information. See also the risk factor entitled “Our business, results of operations and financial condition may be negatively impacted by conditions abroad, including local economic and political environments, fluctuating foreign currencies and shifting regulatory schemes” in Part I, Item 1A included herein.

Backlog

Backlog, or the value of unfilled equipment orders, is not a meaningful indicator of future business prospects because a significant proportion of our revenue is fulfilled from existing inventories or within a short period of order signing.

Seasonality

Our revenues are affected by such factors as the introduction of new products, the length of sales cycles and the seasonality of technology purchases and printing volumes. These factors have historically resulted in lower revenues, operating profits and operating cash flows in the first and third quarter.

Other Information

Xerox is a New York corporation, organized in 1906 and our principal executive offices are located at 201 Merritt 7, P.O. Box 4505, Norwalk, Connecticut 06851-1056. Our telephone number is (203) 968-3000.

In the Investor Information section of our Internet website, you will find our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and any amendments to these reports. We make these documents available as soon as we can after we have filed them with, or furnished them to, the U.S. Securities and Exchange Commission (the "SEC"). The SEC's Internet address is www.sec.gov.

Our Internet address is **www.xerox.com**.

Item 1A. Risk Factors

You should carefully consider the following risk factors as well as the other information included, and risks described, in other sections of this Form 10-K, including under the headings “Cautionary Statement Regarding Forward-Looking Statements”, “Legal Proceedings”, “Selected Financial Data”, and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and in our Consolidated Financial Statements and the related notes thereto.

Any of the following risks could materially and adversely affect our business, financial condition, or results of operations. The selected risks described below, however, are not the only risks facing us. Additional risks and uncertainties not currently known to us or those we currently view to be immaterial may also materially and adversely affect our business, financial condition, or results of operations.

If we are unsuccessful at addressing our business challenges, our business and results of operations may be adversely affected and our ability to invest in and grow our business could be limited.

We are in the process of addressing many challenges facing our business. One set of challenges relates to dynamic and accelerating market trends, such as the declines in installations and printed pages, fewer devices per location and an increase in electronic documentation. A second set of challenges relates to changes in the competitive landscape. Our primary competitors are exerting increased competitive pressure in targeted areas and are entering new markets; our emerging competitors are introducing new technologies and business models. These market and competitive trends make it difficult to reverse the current declines in revenue over the past several years. A third set of challenges relates to our continued efforts to reduce costs and increase productivity in light of declining revenues. In addition, we are vulnerable to increased risks associated with our efforts to address these challenges given the markets in which we compete, as well as, the broad range of geographic regions in which we and our customers and partners operate. If we do not succeed in these efforts, or if these efforts are more costly or time-consuming than expected, our business and results of operations may be adversely affected, which could limit our ability to invest in and grow our business.

We may be unable to attract and retain key personnel while our business model undergoes significant changes.

Xerox is undergoing significant changes in our business model and, accordingly, current and prospective employees may experience uncertainty about their future. Our success is dependent, among other things, on our ability to attract, develop and retain highly qualified senior management and other key employees. Competition for key personnel is intense, and our ability to attract and retain key personnel is dependent on a number of factors, including prevailing market conditions and compensation packages offered by companies competing for the same talent. The departure of existing key employees or the failure of potential key employees to accept employment with Xerox, despite our recruiting efforts, could have a material adverse impact on our business, financial condition and operating results.

Our business, results of operations and financial condition may be negatively impacted by conditions abroad, including local economic and political environments, fluctuating foreign currencies and shifting regulatory schemes.

A significant portion of our revenue is generated from operations, and we manufacture or acquire many of our products and/or their components, outside the United States. Our future revenues, costs and results of operations could be significantly affected by changes in foreign currency exchange rates - particularly the Japanese yen, the euro and the British pound - as well as by a number of other factors, including changes in local economic and political conditions, trade protection measures, licensing requirements, local tax regulations and other related legal matters. We use currency derivative contracts to hedge foreign currency denominated assets, liabilities and anticipated transactions. This practice is intended to mitigate or reduce volatility in the results of our foreign operations, but does not completely eliminate it. We do not hedge the translation effect of international revenues and expenses that are denominated in currencies other than the U.S. dollar. If our future revenues, costs and results of operations are significantly affected by economic or political conditions abroad and we are unable to effectively hedge these risks, they could materially adversely affect our results of operations and financial condition.

Tariffs or other restrictions on foreign imports could negatively impact our financial performance.

Our business, results of operations and financial condition may be negatively impacted by a potential increase in the cost of our products as a result of new or incremental trade protection measures such as, increased import tariffs, import or export restrictions and requirements and the revocation or material modification of trade agreements. Changes in U.S. and international trade policy and resultant retaliatory countermeasures, including imposition of increased tariffs, quotas or duties by affected countries, and trading partners are difficult to predict and may adversely affect our business. The U.S. government has and could in the future impose trade barriers including tariffs, quotas, duties or other restrictions on foreign imports. The implementation of a border tax, tariff or higher customs duties on our products manufactured abroad or components that we import into the U.S., or any potential corresponding actions by other countries in which we do business, could negatively impact our financial performance.

We operate globally and changes in tax laws could adversely affect our results.

We operate globally and changes in tax laws could adversely affect our results. We operate in approximately 160 countries and generate substantial revenues and profits in foreign jurisdictions. The international tax environment continues to change as a result of both coordinated actions by governments and unilateral measures designed by individual countries, both intended to tackle concerns over base erosion and profit shifting and perceived international tax avoidance techniques. The recommendations of the BEPS Project led by the Organization for Economic Cooperation and Development (OECD) are involved in much of the coordinated activity, although the timing and methods of implementation vary. Additionally, the U.S. government recently enacted comprehensive tax reform in December of 2017 through the passage and signing of the Tax Cuts and Jobs Act (the "Tax Act"). The Tax Act significantly revised the U.S. corporate income tax system. The exact ramifications of the legislation is subject to interpretation and could have a material impact on our financial position and/or results of operations.

Although our 2018 and 2017 results of operations reflect our best estimate of the impact of the new tax law, future regulatory direction associated with the new tax law as well as new legislative developments could adversely affect our future effective tax rate and results.

If we fail to successfully develop new products, technologies and service offerings and protect our intellectual property rights, we may be unable to retain current customers and gain new customers and our revenues would decline.

The process of developing new products and solutions is inherently complex and uncertain. It requires accurate anticipation of customers' changing needs and emerging technological trends. We must work with our supply partners and commit resources before knowing whether these initiatives will result in products that are commercially successful and generate the revenues required to provide desired returns. In developing these new technologies and products, we rely upon patent, copyright, trademark and trade secret laws in the United States and similar laws in other countries, and agreements with our employees, customers, suppliers and other parties, to establish and maintain our intellectual property rights in technology and products used in our operations. It is possible that our intellectual property rights could be challenged, invalidated or circumvented, allowing others to use our intellectual property to our competitive detriment. Also, the laws of certain countries may not protect our proprietary rights to the same extent as the laws of the United States and we may be unable to protect our proprietary technology adequately against unauthorized third-party copying or use, which could adversely affect our competitive position. In addition, some of our products rely on technologies developed by third parties. We may not be able to obtain or to continue to obtain licenses and technologies from these third parties at all or on reasonable terms, or such third parties may demand cross-licenses to our intellectual property. If we fail to accurately anticipate and meet our customers' needs through the development of new products, technologies and service offerings or if we fail to adequately protect our intellectual property rights, we could lose market share and customers to our competitors and that could materially adversely affect our results of operations and financial condition.

Our government contracts are subject to termination rights, audits and investigations, which, if exercised, could negatively impact our reputation and reduce our ability to compete for new contracts.

A significant portion of our revenues is derived from contracts with U.S. federal, state and local governments and their agencies, as well as international governments and their agencies. Government entities typically finance projects through appropriated funds. While these projects are often planned and executed as multi-year projects, government entities usually reserve the right to change the scope of or terminate these projects for lack of approved funding and/or at their convenience. Changes in government or political developments, including budget deficits, shortfalls or uncertainties, government spending reductions (e.g., Congressional sequestration of funds under the Budget Control Act of 2011) or other debt or funding constraints, could result in lower governmental sales and in our projects being reduced in price or scope or terminated altogether, which also could limit our recovery of incurred costs, reimbursable expenses and profits on work completed prior to the termination.

Additionally, government agencies routinely audit government contracts. If the government finds that we inappropriately charged costs to a contract, the costs will be non-reimbursable or, to the extent reimbursed, refunded to the government. If the government discovers improper or illegal activities or contractual non-compliance in the course of audits or investigations, we may be subject to various civil and criminal penalties and administrative sanctions, including termination of contracts, forfeiture of profits, suspension of payments, fines and suspensions or debarment from doing business with the government. Any resulting penalties or sanctions could have a material adverse effect on our business, financial condition, results of operations and cash flows. Further, the negative publicity that arises from findings in such audits or, investigations could have an adverse effect on our reputation and reduce our ability to compete for new contracts and could also have a material adverse effect on our business, financial condition, results of operations and cash flow.

We face significant competition and our failure to compete successfully could adversely affect our results of operations and financial condition.

We operate in an environment of significant competition, driven by rapid technological developments, changes in industry standards, and demands of customers to become more efficient. Our competitors include large international companies some of which have significant financial resources and compete with us globally to provide document processing products and services in each of the markets we serve. We compete primarily on the basis of technology, performance, price, quality, reliability, brand, distribution and customer service and support. Our future success is largely dependent upon our ability to compete in the markets we currently serve, to promptly and effectively react to changing technologies and customer expectations and to expand into additional market segments. To remain competitive, we must develop services, applications and new products; periodically enhance our existing offerings; remain cost efficient; and attract and retain key personnel and management. If we are unable to compete successfully, we could lose market share and important customers to our competitors and such loss could materially adversely affect our results of operations and financial condition.

Our profitability is dependent upon our ability to obtain adequate pricing for our products and services and to improve our cost structure.

Our success depends on our ability to obtain adequate pricing for our products and services that will provide a reasonable return to our shareholders. Depending on competitive market factors, future prices we obtain for our products and services may decline from current levels. In addition, pricing actions to offset the effect of currency devaluations may not prove sufficient to offset further devaluations or may not hold in the face of customer resistance and/or competition. If we are unable to obtain adequate pricing for our products and services, it could materially adversely affect our results of operations and financial condition.

We continually review our operations with a view towards reducing our cost structure, including reducing our employee base, exiting certain businesses, improving process and system efficiencies and outsourcing some internal functions. If we are unable to continue to maintain our cost base at or below the current level and maintain process and systems changes resulting from prior cost reduction actions, it could materially adversely affect our results of operations and financial condition.

Our ability to sustain and improve profit margins is dependent on a number of factors, including our ability to continue to improve the cost efficiency of our operations through such programs as Project Own It, the level of pricing pressures on our products and services, the proportion of high-end as opposed to low-end equipment sales (product mix), the trend in our post-sale revenue growth and our ability to successfully complete information technology initiatives. If any of these factors adversely materialize or if we are unable to achieve and maintain productivity improvements through design efficiency, supplier and manufacturing cost improvements and information technology initiatives, our ability to offset labor cost inflation, potential materials cost increases and competitive price pressures would be impaired, all of which could materially adversely affect our results of operations and financial condition.

We may not achieve some or all of the expected benefits of our restructuring plans and our restructuring may adversely affect our business.

We engage in restructuring actions, including Project Own It, as well as other transformation efforts in order to reduce our cost structure, realign it to the changing nature of our business and achieve operating efficiencies. In addition, these actions are expected to simplify our organizational structure, upgrade our IT infrastructure and redesign business processes. We may not be able to obtain the cost savings and benefits that were initially anticipated in connection with our restructuring actions. Additionally, as a result of our restructuring initiatives, we may experience a loss of continuity, loss of accumulated knowledge and/or inefficiency during transitional periods. Transformation and restructuring may require a significant amount of time and focus from both management and other employees, which may divert attention from operating and growing our business. If we fail to achieve some or all of the expected benefits of restructuring, it could have a material adverse effect on our competitive position, business, financial condition, results of operations and cash flows.

As part of our efforts to streamline operations and reduce costs, we have offshored and outsourced certain of our operations, services and other functions and we will continue to evaluate additional offshoring or outsourcing possibilities. If our outsourcing partners or operations fail to perform their obligations in a timely manner or at satisfactory quality levels or if we are unable to attract or retain sufficient personnel with the necessary skill sets to meet our offshoring needs, the quality of our services, products and operations, as well as our reputation, could suffer. Our success depends, in part, on our ability to manage these potential issues which could be largely outside of our control. In addition, much of our offshoring takes place in developing countries and as a result may also be subject to geopolitical uncertainty. Diminished service quality from offshoring and outsourcing could have an adverse material impact to our operating results due to service interruptions and negative customer reactions.

We are subject to laws of the United States and foreign jurisdictions relating to individually identifiable information, and failure to comply with those laws could subject us to legal actions and negatively impact our operations.

We receive, process, transmit and store information relating to identifiable individuals, both in our role as a technology provider and as an employer. As a result, we are subject to numerous United States (both federal and state) and foreign jurisdiction laws and regulations designed to protect individually identifiable information. These laws have been subject to frequent changes, and new legislation in this area may be enacted at any time. For example, the General Data Protection Regulation that came into force in the European Union in May 2018. Changes to existing laws, introduction of new laws in this area, or failure to comply with existing laws that are applicable to us may subject us to, among other things, additional costs or changes to our business practices, liability for monetary damages, fines and/or criminal prosecution, unfavorable publicity, restrictions on our ability to obtain and process information and allegations by our customers and clients that we have not performed our contractual obligations, any of which may have a material adverse effect on our profitability and cash flow.

We are subject to breaches of our security systems, cyber attacks and service interruptions which could expose us to liability, litigation, and regulatory action and damage our reputation.

We have implemented security systems with the intent of maintaining and protecting our own, and our customers', clients' and suppliers' confidential information, including information related to identifiable individuals, against unauthorized access or disclosure. Despite such efforts, we may be subject to breaches of our security systems resulting in unauthorized access to our facilities or information systems and the information we are trying to protect. Moreover, the risk of such attacks includes attempted breaches not only of our systems, but also those of our customers, clients and suppliers. The techniques used to obtain unauthorized access are constantly changing, are becoming increasingly more sophisticated and often are not recognized until after an exploitation of information has occurred. Therefore, we may be unable to anticipate these techniques or implement sufficient preventative measures. Unauthorized access to our facilities or information systems, or those of our suppliers, or accidental loss or disclosure of proprietary or confidential information about us, our clients or our customers could result in, among other things, a total shutdown of our systems that would disrupt our ability to conduct business or pay vendors and employees. In the event of such actions, we could be exposed to unfavorable publicity, governmental inquiry and oversight, litigation by affected parties and possible financial obligations for damages related to the theft or misuse of such information, any of which could have a material adverse effect on our profitability and cash flow. While from time to time attempts are made to access our systems, these attempts have not resulted in any material release of information, degradation or disruption to our systems. We may also find it necessary to make significant further investments to protect this information and our infrastructure.

We have outsourced a significant portion of our manufacturing operations and increasingly rely on third-party manufacturers, subcontractors and suppliers.

We have outsourced a significant portion of our manufacturing operations to third parties, such as Fuji Xerox Co., Ltd. We face the risk that those manufacturers may not be able to develop manufacturing methods appropriate for our products, quickly respond to changes in customer demand, and obtain supplies and materials necessary for the manufacturing process. In addition, they may experience labor shortages and/or disruptions, manufacturing costs could be higher than planned and lead to higher prices for our products and the reliability of our products could decline. If any of these risks were to be realized, and similar third-party manufacturing relationships could not be established, we could experience interruptions in supply or increases in costs that might result in our being unable to meet customer demand for our products, damage our relationships with our customers and reduce our market share, all of which could materially adversely affect our results of operations and financial condition.

In addition, in our services business we may partner with other parties, including software and hardware vendors, to provide the complex solutions required by our customers. Therefore, our ability to deliver the solutions and provide the services required by our customers is dependent on our and our partners' ability to meet our customers' requirements and schedules. If we or our partners fail to deliver services or products as required and on time, our ability to complete the contract may be adversely affected, which may have an adverse impact on our revenue and profits.

We need to successfully manage changes in the printing environment and market because our operating results may be negatively impacted by lower equipment placements and usage trends.

The printing market and environment is changing as a result of new technologies, shifts in customer preferences in printing and the expansion of new printing markets as well as ancillary markets. The process of developing new high-technology products, software, services and solutions and enhancing existing hardware and software products, services and solutions is complex, costly and uncertain, and any failure by us to anticipate customers' changing needs and emerging technological trends accurately could significantly harm our market share, results of operations and financial condition. Examples include mobile printing, color printing, packaging, print on objects, continuous feed inkjet printing and the expansion of the market for entry products (A4 printers) and high-end products as well as electronic delivery, and cloud-based computing and software. These changing market trends are also opening up new ancillary markets for our products, services and software.

A significant part of our strategy and ultimate success in this changing market is our ability to develop and market technology that produces products, services and software that meet these changes. We expect that revenue growth can be improved through improvements in the software features of our multifunction devices, increases in the color printer through expansion to metallic, fluorescent, and clear ink and digital packaging, and leveraging a strong base in managed print services with new digital, analytics, security features. Our software strategy involves software for integrated solutions and delivery of industry-focused services into an existing customer base. We also expect to extend our presence in the small and medium sized business market through organic and inorganic investments as well as further expansion into channels and eCommerce and invest in innovation including digital packaging, Artificial Intelligence, workflow, 3D Printing, and IoT sensors and Services. Our future success in executing on this strategy depends on our ability to make the investments and commit the necessary resources in this highly competitive market. Despite this investment, the process of developing new products or technologies is inherently complex and uncertain and there are a number of risks that we are subject to including the risk that our products or technologies will successfully satisfy our customers' needs or gain market acceptance. If we are unable to develop and market advanced and competitive technologies, it may negatively impact our future revenue growth and market share as well as our planned expansion into new or alternative markets. Additionally, it may negatively impact expansion of our worldwide equipment placements, as well as sales of services and supplies occurring after the initial equipment placement (post sale revenue) in the key growth markets of digital printing, color and multifunction system. If we are unable to maintain a consistent level of revenue, it could materially adversely affect our results of operations and financial condition.

Our ability to fund our customer financing activities at economically competitive levels depends on our ability to borrow and the cost of borrowing in the credit markets.

The long-term viability and profitability of our customer financing activities is dependent, in part, on our ability to borrow and the cost of borrowing in the credit markets. This ability and cost, in turn, is dependent on our credit rating, which is currently non-investment grade, and is subject to credit market volatility. We primarily fund our customer financing activity through a combination of cash generated from operations, cash on hand, capital market offerings, sales and securitizations of finance receivables and commercial paper borrowings. Our ability to continue to offer customer financing and be successful in the placement of equipment with customers is largely dependent on our ability to obtain funding at a reasonable cost. If we are unable to continue to offer customer financing, or find an economic alternative, it could materially adversely affect our results of operations and financial condition.

Our significant debt could adversely affect our financial health and pose challenges for conducting our business.

Our ability to provide customer financing is a significant competitive advantage. We have and will continue to have a significant amount of debt and other obligations, the majority of which support our customer financing activities. Our substantial debt and other obligations could have important consequences. For example, it could (i) increase our vulnerability to general adverse economic and industry conditions; (ii) limit our ability to obtain additional financing for future working capital, capital expenditures, acquisitions and other general corporate requirements; (iii) increase our vulnerability to interest rate fluctuations because a portion of our debt has variable interest rates; (iv) require us to dedicate a substantial portion of our cash flows from operations to service debt and other obligations thereby reducing the availability of our cash flows from operations for other purposes; (v) limit our flexibility in planning for, or reacting to, changes in our businesses and the industries in which we operate; (vi) place us at a competitive disadvantage compared to our competitors that have less debt; and (vii) become due and payable upon a change in control. If new debt is added to our current debt levels, these related risks could increase.

Our financial condition and results of operations could be adversely affected by employee benefit-related funding requirements.

We sponsor several defined benefit pension and retiree-health benefit plans throughout the world. We are required to make contributions to these plans to comply with minimum funding requirements imposed by laws governing these employee benefit plans. Although most of our major defined benefit plans have been amended to freeze current benefits and eliminate benefit accruals for future service, the projected benefit obligations under these benefit plans is measured annually and at December 31, 2018 exceeded the value of the assets of those plans by approximately $1.2 billion. The current underfunded status of these plans is a significant factor in determining the ongoing future contributions we will be required to make to these plans. Accordingly, we expect to have additional funding requirements in future years and we may make additional, voluntary contributions to the plans. Depending on our cash position at the time, any such funding or contributions to our defined benefit plans could impact our operating flexibility and financial position, including adversely affecting our cash flow for the quarter in which such funding or contributions are made. Weak economic conditions and related under-performance of asset markets could also lead to increases in our funding requirements.

We need to maintain adequate liquidity in order to meet our operating cash flow requirements, repay maturing debt and meet other financial obligations, such as payment of dividends to the extent declared by our Board of Directors. If we fail to comply with the covenants contained in our various borrowing agreements, it may adversely affect our liquidity, results of operations and financial condition.

Our liquidity is a function of our ability to successfully generate cash flows from a combination of efficient operations and continuing operating improvements, access to capital markets and funding from third parties. We believe our liquidity (including operating and other cash flows that we expect to generate) will be sufficient to meet operating requirements as they occur; however, our ability to maintain sufficient liquidity going forward subject to the general liquidity of and on-going changes in the credit markets as well as general economic, financial, competitive, legislative, regulatory and other market factors that are beyond our control.

Our $1.8 billion credit facility (the "Credit Facility") contains financial maintenance covenants, including maximum leverage (debt for borrowed money divided by consolidated EBITDA, as defined) and a minimum interest coverage ratio (consolidated EBITDA divided by consolidated interest expense, as defined). At December 31, 2018, we were in full compliance with the covenants and other provisions of the Credit Facility. Failure to comply with material provisions or covenants in the Credit Facility could have a material adverse effect on our liquidity, results of operations and financial condition.

Our business, results of operations and financial condition may be negatively impacted by legal and regulatory matters.

We have various contingent liabilities that are not reflected on our balance sheet, including those arising as a result of being involved in a variety of claims, lawsuits, investigations and proceedings concerning: securities law; governmental entity contracting, servicing and procurement laws; intellectual property law; environmental law; employment law; the Employee Retirement Income Security Act (ERISA); and other laws and regulations, as discussed in the “Contingencies” note in the Consolidated Financial Statements. Should developments in any of these matters cause a change in our determination as to an unfavorable outcome and result in the need to recognize a material accrual or materially increase an existing accrual, or should any of these matters result in a final adverse judgment or be settled for significant amounts above any existing accruals, it could have a material adverse effect on our results of operations, cash flows and financial position in the period or periods in which such change in determination, judgment or settlement occurs.

Due to the international scope of our operations, we are subject to a complex system of commercial and trade regulations around the world. Recent years have seen an increase in the development and enforcement of laws regarding trade compliance and anti-corruption, such as the U.S. Foreign Corrupt Practices Act and similar laws from other countries. Our numerous foreign subsidiaries, affiliates and joint venture partners are governed by laws, rules and business practices that differ from those of the U.S. The activities of these entities may not comply with U.S. laws or business practices or our Code of Business Conduct. Violations of these laws may result in severe criminal or civil sanctions, could disrupt our business, and result in an adverse effect on our reputation, business and results of operations or financial condition. We cannot predict the nature, scope or effect of future regulatory requirements to which our operations might be subject or the manner in which existing laws might be administered or interpreted.

Our operations and our products are subject to environmental regulations in each of the jurisdictions in which we conduct our business and sell our products. Xerox is party to, or otherwise involved in, proceedings brought by U.S. or state environmental agencies under the Comprehensive Environmental Response, Compensation and Liability Act

("CERCLA"), known as "Superfund," or state laws. Some of our manufacturing operations use, and some of our products contain, substances that are regulated in various jurisdictions. For example, various countries and jurisdictions have adopted, or are expected to adopt, restrictions on the types and amounts of chemicals that may be present in electronic equipment or other items that we use or sell. Recently, a number of studies have been published by third parties regarding chemicals utilized in our industry, as well as potential health/safety impacts of machine emissions. Additional studies are planned, and depending on the results of such studies, regulatory initiatives could follow. We are monitoring these developments. If we do not comply with applicable rules and regulations in connection with the use of such substances and the sale of products containing such substances, then we could be subject to liability and could be prohibited from selling our products in their existing forms, which could have a material adverse effect on our results of operations and financial condition. Further, various countries and jurisdictions have adopted or are expected to adopt, programs that make producers of electrical goods, including computers and printers, responsible for certain labeling, collection, recycling, treatment and disposal of these recovered products. If we are unable to collect, recycle, treat and dispose of our products in a cost-effective manner and in accordance with applicable requirements, it could materially adversely affect our results of operations and financial condition.

Other potentially relevant initiatives throughout the world include proposals for more extensive chemical registration requirements and/or possible bans on the use of certain chemicals, various efforts to limit energy use in products and other environmentally related-programs impacting products and operations, such as those associated with climate change accords, agreements and regulations. For example, the European Union's Energy-Related Products Directive (ERP) has led to the adoption of “implementing measures” or "voluntary agreements" that require certain classes of products to achieve certain design and/or performance standards, in connection with energy use and potentially other environmental parameters and impacts. A number of our products are already required to comply with ERP requirements and further regulations are being developed by the EU authorities. Another example is the European Union “REACH” Regulation (Registration, Evaluation, Authorization and Restriction of Chemicals), a broad initiative that requires parties throughout the supply chain to register, assess and disclose information regarding many chemicals in their products. Depending on the types, applications, forms and uses of chemical substances in various products, REACH and similar regulatory programs in other jurisdictions could lead to restrictions and/or bans on certain chemical usage. In the United States, the Toxics Substances Control Act (“TSCA”) is undergoing a major overhaul with similar potential for regulatory challenges. Xerox continues its efforts toward monitoring and evaluating the applicability of these and numerous other regulatory initiatives in an effort to develop compliance strategies. As these and similar initiatives and programs become regulatory requirements throughout the world and/or are adopted as public or private procurement requirements, we must comply or potentially face market access limitations that could have a material adverse effect on our operations and financial condition. Similarly, environmentally driven procurement requirements voluntarily adopted by customers in the marketplace (e.g., U.S. EPA EnergyStar, EPEAT) are constantly evolving and becoming more stringent, presenting further market access challenges if our products fail to comply. Concern over climate change, including global warming, has led to legislative and regulatory initiatives directed at limiting greenhouse gas emissions. For example, proposals that would impose mandatory requirements on greenhouse gas emissions continue to be considered by policy makers in the countries, states and territories in which we operate. Enacted laws and/or regulatory actions to address concerns about climate change and greenhouse gas emissions could negatively impact our business, including the availability of our products or the cost to obtain or sell those products.

The vote by the United Kingdom to leave the EU could adversely affect us.

The June 2016 United Kingdom referendum on its membership in the EU resulted in a majority of United Kingdom voters voting to exit the EU (Brexit). We have operations and customers in the United Kingdom and the EU, and as a result, we face risks associated with the potential uncertainty and disruptions that may follow Brexit, including with respect to volatility in exchange rates and interest rates and potential material changes to the regulatory regime applicable to our operations in the United Kingdom as well as potential for disruptions in our supply chain in the United Kingdom. Brexit could adversely affect European or worldwide political, regulatory, economic or market conditions and could contribute to instability in global political institutions, regulatory agencies and financial markets. For example, depending on the terms of Brexit, the United Kingdom could also lose access to the single EU market and to the global trade deals negotiated by the EU on behalf of its members. Disruptions and uncertainty caused by Brexit may also cause our customers to closely monitor their costs and reduce their spending budget on our products and services. Any of these effects of Brexit, and others we cannot anticipate or that may evolve over time, could adversely affect our business, operating results and financial condition.

Item 1B. Unresolved Staff Comments

None

Item 2. Properties

We own several manufacturing, engineering and research facilities and lease other facilities. Our principal manufacturing and engineering facilities are located in New York, California, Oklahoma, Oregon, Canada, the U.K., Ireland, and a leased site in the Netherlands. Our principal research facilities are located in California, New York, and Canada. Our Corporate Headquarters is a leased facility located in Norwalk, Connecticut.

As a result of implementing our restructuring programs (refer to Note 12 - Restructuring and Asset Impairment Charges in the Consolidated Financial Statements) as well as various productivity initiatives, several leased and owned properties became surplus. We are obligated to maintain our leased surplus properties through required contractual periods. We have disposed or subleased certain of these properties and are actively pursuing the successful disposition of remaining surplus properties.

In 2018, we owned or leased numerous facilities globally, which house general offices, sales offices, service locations, data centers, call centers and distribution centers. The size of our property portfolio at December 31, 2018 was approximately 15 million square feet and comprised of 728 leased properties and 103 owned properties (of which 73 are located on our Webster, New York campus). It is our opinion that our properties have been well maintained, are in sound operating condition and contain all the necessary equipment and facilities to perform their functions. We believe that our current facilities are suitable and adequate for our current businesses.

Item 3. Legal Proceedings

Refer to the information set forth under Note 19 - Contingencies and Litigation in the Consolidated Financial Statements.

Item 4. Mine Safety Disclosures

Not applicable.

Part II

ITEM 5. Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Corporate Information

Stock Exchange Information

Xerox common stock (XRX) is listed on the New York Stock Exchange and the Chicago Stock Exchange.

Xerox Common Stock Dividends

Refer to the Statement of Shareholders' Equity, in our Consolidated Financial Statements, which are incorporated by reference, for the quarterly and full-year dividend per share disclosures in each of the three years ended December 31, 2018.

Common Shareholders of Record

See Item 6 - Selected Financial Data, Five Years in Review, Common Shareholders of Record at Year-End, for additional information.

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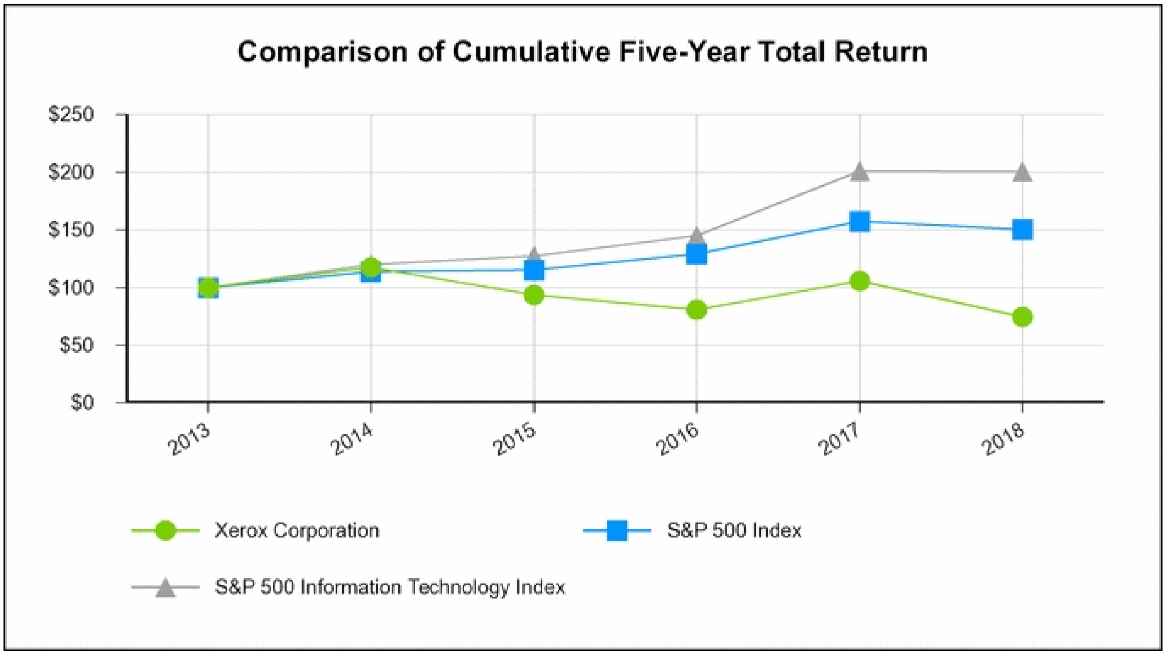
Performance Graph



Total Return to Shareholders

	Year Ended December 31,					
(Includes reinvestment of dividends)	2013	2014	2015	2016	2017	2018
Xerox Corporation	$ 100.00	$ 117.40	$ 93.61	$ 80.64	$ 105.62	$ 74.58
S&P 500 Index	100.00	113.69	115.26	129.05	157.22	150.33
S&P 500 Information Technology Index	100.00	120.12	127.23	144.85	201.10	200.52

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Source: Standard & Poor's Investment Services
Notes: Graph assumes $100 invested on December 31, 2013 in Xerox, the S&P 500 Index and the S&P 500 Information Technology Index, respectively, and assumes dividends are reinvested.

Sales Of Unregistered Securities During The Quarter Ended December 31, 2018

During the quarter ended December 31, 2018, Registrant issued the following securities in transactions that were not registered under the Securities Act of 1933, as amended (the "Act").

Dividend Equivalent

(a) Securities issued on October 31, 2018: Registrant issued 3,231 deferred stock units (DSUs), representing the right to receive shares of Common stock, par value $1 per share, at a future date.
(b) No underwriters participated. The shares were issued to each of the non-employee Directors of Registrant: Gregory Q. Brown, Jonathan Christodoro, Keith Cozza, Joseph J. Echevarria, Nicholas Graziano, William Curt Hunter, Robert J. Keegan, Cheryl Gordon Krongard, Scott Letier, Charles Prince, Ann N. Reese, Stephen H. Rusckowski and Sara Martinez Tucker.
(c) The DSUs were issued at a deemed purchase price of $26.77 per DSU (aggregate price $86,494), based upon the market value on the date of record, in payment of the dividend equivalents due to DSU holders pursuant to Registrant's 2004 Equity Compensation Plan for Non-Employee Directors.
(d) Exemption from registration under the Act was claimed based upon Section 4(2) as a sale by an issuer not involving a public offering.

Issuer Purchases of Equity Securities During the Quarter Ended December 31, 2018

Repurchases of Xerox Common Stock, par value $1 per share include the following:

Board Authorized Share Repurchase Program

	Total Number of Shares Purchased	Average Price Paid per Share[(1)]	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs[(2)]	Maximum Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs[(2)]
October 1 through 31	6,894,690	$ 26.47	6,894,690	$ 534,153,636
November 1 through 30	6,628,782	26.99	6,628,782	355,209,731
December 1 through 31	2,067,050	26.71	2,067,050	300,000,002
Total	15,590,522		15,590,522	

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(1) Exclusive of fees and costs.
(2) Of the cumulative $1.0 billion of share repurchase authority previously granted by our Board of Directors, exclusive of fees and expenses, approximately $700 million has been used through December 31, 2018. Repurchases may be made on the open market, or through derivative or negotiated contracts. Open-market repurchases will be made in compliance with the Securities and Exchange Commission's Rule 10b-18, and are subject to market conditions, as well as applicable legal and other considerations.

In July 2018, Registrant's Board of Directors authorized a $1.0 billion share repurchase program. This program replaced the $245 million authority remaining under Registrant's previously authorized share repurchase program.

In January 2019, Registrant's Board of Directors authorized an incremental $1.0 billion share repurchase program (exclusive of any commissions and other transaction fees and costs).

Repurchases Related to Stock Compensation Programs[(1)]:

	Total Number of Shares Purchased	Average Price Paid per Share[(2)]	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum That May Be Purchased under the Plans or Programs
October 1 through 31	9,640	$ 26.66	n/a	n/a
November 1 through 30	—	—	n/a	n/a
December 1 through 31	—	—	n/a	n/a
Total	9,640			

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(1) These repurchases are made under a provision in our restricted stock compensation programs for the indirect repurchase of shares through a net-settlement feature upon the vesting of shares in order to satisfy minimum statutory tax-withholding requirements.
(2) Exclusive of fees and costs.

Item 6. Selected Financial Data
Five Years in Review

(in millions, except per-share data)	2018	2017	2016	2015	2014
Per-Share Data					
Income from continuing operations					
Basic	$ 1.40	$ 0.70	$ 2.36	$ 3.00	$ 3.42
Diluted	1.38	0.70	2.33	2.97	3.37
Net Income (Loss) Attributable to Xerox					
Basic	1.40	0.71	(1.95)	1.59	3.37
Diluted	1.38	0.71	(1.93)	1.58	3.32
Common stock dividends declared	1.00	1.00	1.24	1.12	1.00
Operations					
Revenues	$ 9,830	$ 10,265	$ 10,771	$ 11,465	$ 12,679
Sales	3,972	4,073	4,319	4,674	5,214
Services, maintenance and rentals	5,590	5,898	6,127	6,445	7,078
Financing	268	294	325	346	387
Income from continuing operations	374	204	633	840	1,034
Income from continuing operations - Xerox	361	192	622	822	1,011
Net income (loss)	374	207	(460)	466	1,018
Net income (loss) - Xerox	361	195	(471)	448	995
Financial Position(1)					
Working capital	$ 1,444	$ 2,489	$ 2,338	$ 1,431	$ 2,798
Total Assets	14,874	15,946	18,051	25,442	27,576
Consolidated Capitalization(1)					
Short-term debt and current portion of long-term debt	$ 961	$ 282	$ 1,011	$ 985	$ 1,427
Long-term debt	4,269	5,235	5,305	6,382	6,314
Total Debt(2)	5,230	5,517	6,316	7,367	7,741
Convertible preferred stock	214	214	214	349	349
Xerox shareholders' equity	5,005	5,256	4,709	8,975	10,596
Noncontrolling interests	34	37	38	43	75
Total Consolidated Capitalization	$ 10,483	$ 11,024	$ 11,277	$ 16,734	$ 18,761
Selected Data and Ratios					
Common shareholders of record at year-end	26,742	28,752	31,803	33,843	35,307
Book value per common share(3)	$ 21.80	$ 20.64	$ 18.57	$ 35.45	$ 37.95
Year-end common stock market price(3)	$ 19.76	$ 29.15	$ 23.00	$ 42.52	$ 55.44

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(1) Balance sheet amounts at December 31, 2016 exclude Conduent Incorporated (Conduent) balances as a result of the Separation and Distribution while balance sheet amounts prior to December 31, 2016 include amounts for Conduent. Refer to Note 5 - Divestitures in our Consolidated Financial Statements for additional information.

(2) Includes capital lease obligations.

(3) Per share prices and computations for 2015 and 2014 are on a pre-separation basis. Refer to Note 5 - Divestitures in our Consolidated Financial Statements for further information.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following Management's Discussion and Analysis (MD&A) is intended to help the reader understand the results of operations and financial condition of Xerox Corporation. MD&A is provided as a supplement to, and should be read in conjunction with, our Consolidated Financial Statements and the accompanying notes. Throughout the MD&A, we refer to various notes to our Consolidated Financial Statements which appear in Item 8 of this 2018 Form 10-K, and the information contained in such notes is incorporated by reference into the MD&A in the places where such references are made.

Throughout this document, references to "we," "our," the "Company," and "Xerox" refer to Xerox Corporation and its subsidiaries. References to "Xerox Corporation" refer to the stand-alone parent company and do not include its subsidiaries.

Executive Overview

With annual revenues of $9.8 billion we are a leading global provider of digital print technology and related solutions; we operate in a core market estimated at approximately $67 billion. Our primary offerings span three main areas: Intelligent Workplace Services (formerly Managed Document Services (MDS)), Workplace Solutions and Production Solutions (formerly Graphic Communications). Our Intelligent Workplace Services offerings help customers, ranging from small businesses to global enterprises, optimize their printing and related document workflow and business processes. Xerox led the establishment of this expanding market and continues as the industry leader. Our Workplace Solutions and Production Solutions offerings support the work processes of our customers by providing them with solutions built upon our broad portfolio of industry-leading printing and workflow offerings. We also have digital solutions and software assets to compete in an approximately $31 billion adjacent Software and Services market. Our main offerings for this market are focused on: industry-specific Digital Solutions, Personalization & Communication Software and Content Management Software.

Headquartered in Norwalk, Connecticut, with 32,400 employees, Xerox serves customers in approximately 160 countries providing advanced document technology, services, software and genuine Xerox supplies for a range of customers including small and mid-size businesses ("SMB"), large enterprises, governments and graphic communications providers, and for our partners who serve them. In 2018, approximately 40% of our revenue was generated outside the United States.

Market and Business Strategy

Our market and business strategy is to maintain overall leadership in our core market and increase our participation in the growth areas, while expanding into adjacent markets and leveraging our innovation capabilities to enter new markets. To accomplish this, we focus on the following strategic initiatives:

- Optimize operations for simplicity - i) Simplify our operating model for greater accountability and efficiency; ii) Optimize supply chain and heighten supplier competitiveness; and iii) Make it easier for customers and partners to do business with Xerox.
- Drive revenue - i) Service customers via channels that most effectively meet their needs; ii) Enhance capabilities to sell higher-value services and integrated solutions; and iii) Expand software and services offerings.
- Re-energize innovation - i) Capitalize on growing industry trends in AI (Artificial Intelligence), Analytics and IoT (Internet of Things); ii) Leverage existing expertise to develop differentiated technology; and iii) Revamp innovation business model to focus on monetization.
- Focus on cash flow and increasing capital returns - i) Maximize cash flow generation; ii) Return at least 50% of free cash flow (Operating cash flows from continuing operations less capital expenditures) to shareholders; and iii) Focus on Return on Investment (ROI) and Internal Rate of Return (IRR) to make capital allocation decisions.

Post-sale Based Business Model

In 2018, 78% of our total revenue was post-sale based, which includes managed print services, equipment maintenance services, consumable supplies and financing, among other elements. These revenue streams generally follow equipment placements and provide some stability to our revenue and cash flows. Some of the key indicators of future post sale revenue include:

- Installations and removals of printers and multifunction devices as well as the number of machines in the field (MIF) and the page volume and mix of pages printed on color devices, where available.

- Managed Document Services - i) signings, which reflects the estimated future revenues from contracts, mostly from Enterprise deals, signed during the period, and; ii) renewal rate, which is defined as the annual recurring revenue (ARR) on contracts that are renewed during the period, calculated as a percentage of ARR on all contracts where a renewal decision was made during the period.

Project Own It

During the second half of 2018, we initiated a transformation project - "Project Own It" - centered on creating a simpler, more agile and effective organization to enhance our focus on our customers and our partners, instill a culture of continuous improvement and improve our financial results. The primary goal of this project is to improve productivity by driving end-to-end transformation of our processes and systems to create greater focus, speed, accountability and effectiveness and to reduce costs. These efforts are considered critical to making us more competitive and giving us the capacity to invest in growth and maximize shareholder returns. Key opportunities under Project Own It include establishing more effective shared service centers, rationalizing our IT infrastructure, reducing our real estate footprint, creating greater velocity in our supply chain and unlocking greater productivity in our supplier base. This project is also evaluating the sourcing of all of our products in an effort to optimize our options. Our approach is to analyze our potential options both by product category and holistically to determine what sourcing makes the most strategic and economic sense.

We incurred restructuring and related costs of $158 million for the year ended December 31, 2018 primarily related to costs incurred to implement initiatives under our business transformation projects including Project Own It.

Refer to **Restructuring and Related Costs** section of the MD&A and Note 12 - Restructuring and Asset Impairments in the Consolidated Financial Statements for additional information.

Fuji Xerox Transaction Overview and Termination of Agreement

On January 31, 2018, Xerox entered into (i) a Redemption Agreement with FUJIFILM Holdings Corporation, a Japanese company (“Fujifilm”), and Fuji Xerox Co., Ltd., a Japanese company, in which Xerox indirectly holds a 25% equity interest while Fujifilm holds the remaining 75% equity interest (“Fuji Xerox”), and (ii) a Subscription Agreement with Fujifilm (collectively, the “Transaction Agreements”). Under the terms of the Transaction Agreements, Fuji Xerox would have become a wholly-owned subsidiary of Xerox, Xerox shareholders would have received a $2.5 billion special cash dividend and Xerox would have become owned 49.9% by Xerox's shareholders as of the closing date for the transaction and 50.1% by Fujifilm.

On May 13, 2018, the Company delivered written notice of termination of the Subscription Agreement to Fujifilm. By virtue of the termination of the Subscription Agreement, the Redemption Agreement terminated automatically. The Company's termination of the Transaction Agreements is the subject of pending litigation.

The Company continues to maintain existing commercial relationships with Fuji Xerox and Fujifilm, including, as part of the following agreements: (i) the Joint Enterprise Contract, between the Company and Fujifilm, dated March 30, 2001, (ii) the Technology Agreement, dated April 1, 2006, by and between the Company and Fuji Xerox and (iii) the Master Program Agreement made and entered into as of September 9, 2013 by and between the Company and Fuji Xerox. On June 25, 2018, the Company disclosed to Fujifilm that it does not currently plan to renew the Technology Agreement when it expires in 2021. Xerox’s goals include sourcing products, parts and supplies from the most competitive suppliers to support the needs of its customers.

Refer to Note 19 - Contingencies and Litigation for additional information related to Xerox's pending litigation with Fujifilm. Refer to Note 25 - Fuji Xerox Transaction in the Consolidated Financial Statements for additional information regarding this transaction including recent developments.

Tax Cuts and Jobs Act (the “Tax Act”)

On December 22, 2017, the Tax Cuts and Jobs Act (the “Tax Act”) was enacted. The Tax Act significantly revises the U.S. corporate income tax system by, among other things, lowering the U.S. statutory corporate income tax rate from 35% to 21% and implementing a territorial tax system that includes a one-time transition tax on deemed repatriated earnings of foreign subsidiaries.

Refer to **Income Taxes** section of the MD&A and Note 18 - Income and Other Taxes in the Consolidated Financial Statements for additional information regarding the Tax Act.

Financial Overview

Total revenue of $9.8 billion in 2018 decreased 4.2% from the prior year, including a 0.7-percentage point favorable impact from currency. The decrease in revenue reflected a 4.1% decrease in Equipment sales revenue, including a 0.4-percentage point favorable impact from currency and a 4.3% decrease in Post sale revenue including a 0.7-percentage point favorable impact from currency. The decline in Post sale revenue reflected the continuing lower page volumes, an ongoing competitive price environment, a lower population of devices and lower supplies revenues, partially offset by higher revenues from our Xerox Business Solutions (XBS - formerly GIS) business, our growing partner print services and paper sales. The decline in Equipment sales reflected the impact of lower revenue from High-end systems and the impact of lower OEM sales, which were partially offset by higher equipment sales in both Entry and Mid-Range driven by our ConnectKey products launched in 2017 as well as from our recently launched Iridesse production press.

Net income from continuing operations attributable to Xerox was as follows:

	Year Ended December 31,			B/(W)	
(in millions)	2018	2017	2016	2018	2017
Net income from continuing operations attributable to Xerox	$ 361	$ 192	$ 622	$ 169	$ (430)
Adjusted(1) Net income from continuing operations attributable to Xerox	893	906	918	(13)	(12)

The increase in Net income from continuing operations for 2018 as compared to the prior year was primarily related to lower income taxes in the current year as compared to 2017. In 2017, the implementation of the Tax Act resulted in a charge of $400 million as compared to an $89 million additional charge in 2018. The increase also reflects lower non-service retirement-related costs and Restructuring and related costs. These increases were partially offset by lower revenues, which were only partially offset by cost savings and productivity improvements associated with our business transformation actions, higher Transaction and related costs, net and lower Equity in net income from unconsolidated affiliates that included our share of a significant restructuring charge recorded by Fuji Xerox during 2018.

The decrease in adjusted[1] net income from continuing operations attributable to Xerox for 2018 as compared to the prior year was primarily related to lower revenues, which were only partially offset by cost savings and productivity improvements associated with our business transformation actions. Adjustments in 2018 include Restructuring and related costs, Amortization of intangible assets, Transaction and related costs, net as well as non-service retirement-related costs and other discrete, unusual or infrequent items.

Operating cash flow provided by continuing operations was $1,140 million in 2018 as compared to a use of $179 million in 2017. The increase is primarily due to higher prior year pension contributions of $658 million, which included an incremental $500 million contribution to our U.S. defined benefit pension plans and an additional contribution of approximately $105 million (GBP 80 million) to our U.K. Pension Plan for salaried employees, as well as the one-time impact of approximately $350 million from the termination of certain accounts receivable sales programs in the fourth quarter of 2017. The increase also reflects the prior year reclassification of $234 million of collections of deferred proceeds and beneficial interests from the sale of receivables to investing cash flows as a result of an accounting change (refer to Note 1 - Basis of Presentation and Summary of Significant Accounting Policies in the Consolidated Financial Statements for additional information), lower restructuring payments and improved working capital[2], all of which were partially offset by higher payments for Transaction and related costs, net.

Cash used in investing activities of continuing operations was $29 million in 2018 reflecting $90 million of capital expenditures, which were partially offset by $59 million from the sale of non-core business assets. Cash used in financing activities was $1,301 million in 2018 reflecting $700 million for share repurchases, payments of $265 million on Senior Notes, $25 million for a capital lease termination, $19 million of bridge facility costs and dividend payments of $269 million.

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(1) Refer to the "Non-GAAP Financial Measures" section for an explanation of this non-GAAP financial measure.
(2) Working capital reflects Accounts receivable, net, Inventories, Accounts payable and Accrued compensation and benefits cost.

2019 Outlook

We project total revenues to decline in 2019 by approximately 5%, excluding the impact of currency. At January 2019 exchange rates, we expect translation currency to have an approximate 1.0-percentage point unfavorable impact on total revenues in 2019, reflecting the strengthening of the U.S. dollar against our major foreign currencies as compared to prior year. Both reported and adjusted[1] earnings are expected to improve reflecting the continued benefits of cost reductions and productivity improvements, which are expected to offset the impact of projected decline in revenues.

We expect 2019 operating cash flows from continuing operations to be between $1.15 and $1.25 billion and capital expenditures to be approximately $150 million.

Our capital allocation plan for 2019 includes the following:

- Share repurchases – we expect to repurchase at least $300 million.
- Dividends - expect dividend payments to be approximately $250 million, reflecting the current annualized common stock dividend of $1.00 per share.

Economic and Market Factors

Our business, results of operations and financial condition may be negatively impacted by a potential increase in the cost of our products as a result of new or incremental trade protection measures such as, increased import tariffs, import or export restrictions and requirements and the revocation or material modification of trade agreements. At this stage, we do not anticipate a material impact from the additional China tariffs announced to date on the cost of our imported products. However, we are continuing to assess the impact of potentially new import tariffs on our products and we continue to monitor developments in this area and will make efforts to mitigate the impact to the extent possible.

In June 2016, the United Kingdom (U.K.) held a referendum in which voters approved an exit from the European Union (E.U.), commonly referred to as “Brexit”, and in March 2017, the U.K. formally started the process to leave the E.U. Given the lack of comparable precedent, it is unclear what financial, trade, regulatory and legal implications the withdrawal of the U.K. from the E.U. will have. Brexit creates global political and economic uncertainty, which may cause, among other consequences, volatility in exchange rates and interest rates and changes in regulations. Additionally, there may be potential risks to our supply chain including additional administrative requirements, customs delays, and possibly tariffs. We currently do not believe that these and other related effects will have a material impact on the Company’s consolidated financial position or operating results. However, we continue to assess the situation and expect to take any necessary steps to mitigate the potential volatility, increased costs or disruptions to our supply chain that may result from this matter. For the year ended December 31, 2018, revenues and assets in Europe, including the U.K., represented approximately 30% of our consolidated revenues and total assets, respectively.

Currency Impact

To understand the trends in the business, we believe that it is helpful to analyze the impact of changes in the translation of foreign currencies into U.S. Dollars on revenue and expenses. We refer to this analysis as "constant currency", “currency impact” or “the impact from currency.” This impact is calculated by translating current period activity in local currency using the comparable prior year period's currency translation rate. This impact is calculated for all countries where the functional currency is the local country currency. We do not hedge the translation effect of revenues or expenses denominated in currencies where the local currency is the functional currency. Management believes the constant currency measure provides investors an additional perspective on revenue trends. Currency impact can be determined as the difference between actual growth rates and constant currency growth rates.

Approximately 40% of our consolidated revenues are derived from operations outside of the United States where the U.S. Dollar is normally not the functional currency. As a result, foreign currency translation had a 0.7-percentage point favorable impact on revenue in 2018 and no impact on revenue in 2017.

Application of Critical Accounting Policies

In preparing our Consolidated Financial Statements and accounting for the underlying transactions and balances, we apply various accounting policies. Senior management has discussed the development and selection of the critical accounting policies, estimates and related disclosures included herein with the Audit Committee of the Board of Directors. We consider the policies discussed below as critical to understanding our Consolidated Financial Statements, as their application places the most significant demands on management's judgment, since financial reporting results rely on estimates of the effects of matters that are inherently uncertain. In instances where different estimates could have reasonably been used, we disclosed the impact of these different estimates on our operations. In certain instances, such as revenue recognition for leases, the accounting rules are prescriptive; therefore, it would not have been possible to reasonably use different estimates. Changes in assumptions and estimates are reflected in the period in which they occur. The impact of such changes could be material to our results of operations and financial condition in any quarterly or annual period.

Specific risks associated with these critical accounting policies are discussed throughout the MD&A, where such policies affect our reported and expected financial results. For a detailed discussion of the application of these and other accounting policies, refer to Note 1 - Basis of Presentation and Summary of Significant Accounting Policies in the Consolidated Financial Statements.

Revenue Recognition

Application of the various accounting principles in GAAP related to the measurement and recognition of revenue requires us to make judgments and estimates. Complex arrangements with nonstandard terms and conditions may require significant contract interpretation to determine the appropriate accounting. On January 1, 2018, we adopted **ASU 2014-09,** *Revenue from Contracts with Customers (ASC Topic 606),* which superseded nearly all existing revenue recognition guidance under U.S. GAAP. Refer to Note 2 - Revenue, in the Consolidated Financial Statements as well as Note 1 - Basis of Presentation and Summary of Significant Accounting Policies - Revenue Recognition - for additional information regarding our revenue recognition policies. Specifically, the revenue related to the following areas involves significant judgments and estimates:

Bundled Lease Arrangements: We sell our equipment direct to end customers under bundled lease arrangements, which typically include the equipment, service, supplies and a financing component for which the customer pays a single negotiated monthly fixed price for all elements over the contractual lease term. Sales made under bundled lease arrangements directly to end customers comprise approximately 35% of our equipment sales revenue. Revenues under bundled arrangements are allocated considering the relative standalone selling prices of the lease and non-lease deliverables included in the bundled arrangement. Lease deliverables include the equipment, financing, maintenance and other executory costs, while non-lease deliverables generally consist of the supplies and non-maintenance services.

Sales to Distributors and Resellers: We utilize distributors and resellers to sell many of our technology products, supplies and services to end-user customers. Sales to distributors and resellers are generally recognized as revenue when products are sold to such distributors and resellers. Distributors and resellers participate in various discount, rebate, price-support, cooperative marketing and other programs, and we record provisions and allowances for these programs as a reduction to revenue when the sales occur. Similarly, we also record estimates for sales returns and other discounts and allowances when the sales occur. We consider various factors, including a review of specific transactions and programs, historical experience and market and economic conditions when calculating these provisions and allowances. Approximately 35% of our total sale revenues are sales of equipment and supplies to distributors and resellers, and provisions and allowances recorded on these sales are approximately 22% of the associated gross revenues.

Allowance for Doubtful Accounts and Credit Losses

We continuously monitor collections and payments from our customers and maintain a provision for estimated credit losses based upon our historical experience adjusted for current conditions. We recorded bad debt provisions of $36 million, $33 million and $37 million in Selling, administrative and general (SAG) expenses in our Consolidated Statements of Income (Loss) for the years ended December 31, 2018, 2017 and 2016, respectively.

Although bad debt provisions increased in 2018, the provision was less than the prior three-year average and continues to reflect the maintenance of a prudent credit policy. Reserves, as a percentage of trade and finance receivables, were 3.0% at December 31, 2018, as compared to 3.2% and 3.6% at December 31, 2017 and 2016, respectively. We continue to assess our receivable portfolio in light of the current economic environment and its impact on our estimation of the adequacy of the allowance for doubtful accounts.

As discussed above, we estimated our provision for doubtful accounts based on historical experience and customer-specific collection issues. This methodology was consistently applied for all periods presented. During the three year period ended December 31, 2018, our reserve for doubtful accounts ranged from 3.0% to 3.6% of gross receivables. Holding all assumptions constant, a 0.5-percentage point increase or decrease in the reserve from the December 31, 2018 rate of 3.0% would change the 2018 provision by approximately $24 million.

Refer to Note 6 - Accounts Receivable, Net and Note 7 - Finance Receivables, Net in the Consolidated Financial Statements for additional information regarding our allowance for doubtful accounts.

Pension Plan Assumptions

We sponsor defined benefit pension plans in various forms in several countries covering employees who meet eligibility requirements. Over the past several years, where legally possible, we have amended our major defined benefit pension plans to freeze current benefits and eliminate benefit accruals for future service, including our primary U.S. defined benefit plan for salaried employees, the Canadian Salary Pension Plan and the U.K. Final Salary Pension Plan. The freeze of current benefits is the primary driver of the reduction in pension service costs since 2012. In certain Non-U.S. plans, we are required to continue to consider salary increases and inflation in determining the benefit obligation related to prior service. The Netherlands defined benefit pension plan has also been amended to reflect the Company's ability to reduce the indexation of future pension benefits within the plan in scenarios when the returns on plan assets are insufficient to cover that indexation.

Several statistical and other factors that attempt to anticipate future events are used in calculating the expense, liability and asset values related to our defined benefit pension plans. These factors include assumptions we make about the expected return on plan assets, discount rate, lump-sum settlement rates, the rate of future compensation increases and mortality. Differences between these assumptions and actual experiences are reported as net actuarial gains and losses and are subject to amortization to net periodic benefit cost over future periods.

Cumulative net actuarial losses for our defined benefit pension plans of $2.4 billion as of December 31, 2018 decreased by $350 million from December 31, 2017, primarily due to the recognition of actuarial losses through amortization and U.S. settlement losses, currency and higher discount rates at December 31, 2018 as compared to the prior year. The total actuarial loss at December 31, 2018 is subject to offsetting gains or losses in the future due to changes in actuarial assumptions and will be recognized in future periods through amortization or settlement losses.

We used a consolidated weighted average expected rate of return on plan assets of 4.5% for 2018, 5.0% for 2017 and 5.8% for 2016, on a worldwide basis. During 2018, the actual return on plan assets was a $255 million loss as compared to an expected return of $311 million, with the difference largely due to negative equity market returns and the negative impact of increasing interest rates on our fixed income investments. When estimating the 2019 expected rate of return, in addition to assessing recent performance, we considered the historical returns earned on plan assets, the rates of return expected in the future, particularly in light of current economic conditions, and our investment strategy and asset mix with respect to the plans' funds. The weighted average expected rate of return on plan assets we will use in 2019 is 4.6%.

Another significant assumption affecting our defined benefit pension obligations and the net periodic benefit cost is the rate that we use to discount our future anticipated benefit obligations. In the U.S. and the U.K., which comprise approximately 75% of our projected benefit obligation, we consider the Moody's Aa Corporate Bond Index and the International Index Company's iBoxx Sterling Corporate AA Cash Bond Index, respectively, in the determination of the appropriate discount rate assumptions. The consolidated weighted average discount rate we used to measure our pension obligations as of December 31, 2018 and to calculate our 2019 expense was 3.2%; the rate used to calculate our obligations as of December 31, 2017 and our 2018 expense was 2.8%.

Holding all other assumptions constant, the following table summarizes the estimated impacts of a 0.25% change in the discount rate and a 0.25% change in the expected return on plan assets:

	Discount Rate		Expected Return	
(in millions)	0.25% Increase	0.25% Decrease	0.25% Increase	0.25% Decrease
Increase/(Decrease)				
2019 Projected net periodic pension cost	$ (20)	$ 25	$ (20)	$ 20
Projected benefit obligation as of December 31, 2018	(355)	385	N/A	N/A

One of the most significant and volatile elements of our net periodic defined benefit pension plan expense is settlement losses. Our primary domestic plans allow participants the option of settling their vested benefits through the receipt of a lump-sum payment. We recognize the losses associated with these settlements immediately upon the settlement of the vested benefits. Settlement accounting requires us to recognize a pro rata portion of the aggregate unamortized net actuarial losses upon settlement. As noted above, cumulative unamortized net actuarial losses were $2.4 billion at December 31, 2018, of which the U.S. primary domestic plans, with a lump-sum feature, represented approximately $810 million. The pro rata factor is computed as the percentage reduction in the projected benefit obligation due to the settlement of a participant's vested benefit. Settlement accounting is only applied when the event of settlement occurs - i.e. the lump-sum payment is made. Since settlement is dependent on an employee's decision and election, the level of settlements and the associated losses can fluctuate significantly from period to period. During the three years ended December 31, 2018, U.S. plan settlements were $660 million, $550 million and $229 million, respectively, and the associated settlement losses on those plan settlements were $173 million, $133 million and $65 million, respectively. In 2019, on average, we estimate that approximately $100 million of plan settlements will result in settlement losses of approximately $25 million.

The following is a summary of our benefit plan costs for the three years ended December 31, 2018 as well as estimated amounts for 2019:

	Estimated	Actual		
(in millions)	2019	2018	2017	2016
Defined benefit pension plans[(1)]	$ 20	$ 2	$ 61	$ 62
U.S. settlement losses	90	173	133	65
Defined contribution plans[(2)]	65	66	67	74
Retiree health benefit plans	(60)	8	30	35
Total Benefit Plan Expense	$ 115	$ 249	$ 291	$ 236

Our estimated 2019 defined benefit pension plan cost is expected to be approximately $134 million lower than 2018, primarily driven by lower projected U.S. settlement losses and the amortization of prior service credits resulting from the 2018 amendments to our Retiree Health plans in the U.S. and Canada.

The following is a summary of our benefit plan funding for the three years ended December 31, 2018 as well as estimated amounts for 2019:

	Estimated	Actual		
(in millions)	2019	2018	2017	2016
U.S. Defined benefit pension plans	$ 25	$ 27	$ 675	$ 24
Non-U.S. Defined benefit pension plans	110	117	161	154
Defined contribution plans[(2)]	65	66	67	74
Retiree health benefit plans	35	57	64	61
Total Benefit Plan Funding	$ 235	$ 267	$ 967	$ 313

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(1) Excludes U.S. settlement losses.

(2) Prior year amounts have been revised to reflect additional cost for previously excluded plans.

The decrease in contributions to our U.S. defined benefit plans from 2017 was largely due to 2017 including $650 million of contributions to our domestic tax-qualified defined benefit plans, comprised of $15 million required to meet minimum funding requirements and $635 million of voluntary contributions. Contributions to our U.S. defined benefit plans in 2018 and estimated for 2019 are primarily for payments associated with our non-qualified plan in the U.S. and do not include any contributions for our tax-qualified defined benefit plans because none were required to meet the minimum funding requirements.

Refer to Note 17 - Employee Benefit Plans in the Consolidated Financial Statements for additional information regarding defined benefit pension plan assumptions, expense and funding.

Income Taxes

We are subject to income taxes in the U.S. and numerous foreign jurisdictions. Significant judgments are required in determining the consolidated provision for income taxes. Our provision is based on nonrecurring events as well as recurring factors, including the taxation of foreign income. In addition, our provision will change based on discrete or other nonrecurring events such as audit settlements, tax law changes, changes in valuation allowances, etc., that may not be predictable.

We record the estimated future tax effects of temporary differences between the tax bases of assets and liabilities and amounts reported in our Consolidated Balance Sheets, as well as operating loss and tax credit carryforwards. We follow very specific and detailed guidelines in each tax jurisdiction regarding the recoverability of any tax assets recorded in our Consolidated Balance Sheets and provide valuation allowances as required. We regularly review our deferred tax assets for recoverability considering historical profitability, projected future taxable income, the expected timing of the reversals of existing temporary differences and tax planning strategies. Increases (decreases) to our valuation allowance, through income tax expense, were $3 million, $6 million and $(8) million for the years ended December 31, 2018, 2017 and 2016, respectively. There were other (decreases) increases to our valuation allowance, including the effects of currency, of $(41) million, $13 million and $41 million for the years ended December 31, 2018, 2017 and 2016, respectively. These did not affect income tax expense in total as there was a corresponding adjustment to Deferred tax assets or Other comprehensive income (loss).

The following is a summary of gross deferred tax assets and the related valuation allowances for the three years ended December 31, 2018:

	Year Ended December 31,		
(in millions)	2018	2017	2016
Gross deferred tax assets	$ 1,566	$ 2,051	$ 2,730
Valuation allowance	(397)	(435)	(416)
Net deferred tax assets	$ 1,169	$ 1,616	$ 2,314

We are subject to ongoing tax examinations and assessments in various jurisdictions. Accordingly, we may incur additional tax expense based upon our assessment of the more-likely-than-not outcomes of such matters. In addition, when applicable, we adjust the previously recorded tax expense to reflect examination results. Our ongoing assessments of the more-likely-than-not outcomes of the examinations and related tax positions require judgment and can materially increase or decrease our effective tax rate, as well as impact our operating results. Unrecognized tax benefits were $108 million, $125 million and $165 million at December 31, 2018, 2017 and 2016, respectively.

On December 22, 2017, the Tax Cuts and Jobs Act (the "Tax Act") was enacted in the U.S. The Tax Act significantly revises the U.S. corporate income tax system by, among other things, lowering the U.S. statutory corporate income tax rate from 35% to 21% and implementing a territorial tax system that includes a one-time transition tax on deemed repatriated earnings of foreign subsidiaries.

Refer to Note 18 - Income and Other Taxes in the Consolidated Financial Statements for additional information regarding deferred income taxes, unrecognized tax benefits and the estimated impacts of the Tax Act.

Business Combinations and Goodwill

We allocate the fair value of purchase consideration to tangible assets, liabilities assumed, and intangible assets acquired based on their estimated fair values. The excess of the fair value of purchase consideration over the fair values of these identifiable assets and liabilities is allocated to Goodwill. The allocation of the purchase consideration requires management to make significant estimates and assumptions, especially with respect to intangible assets. These estimates can include, but are not limited to, future expected cash flows of acquired customers, acquired technology and trade names from a market participant perspective, as well as estimates of useful lives and discount rates. Management's estimates of fair value are based upon assumptions believed to be reasonable and when appropriate, include assistance from independent third-party valuation firms. During the measurement period, which is up to one year from the acquisition date, we may record adjustments to the assets acquired and liabilities assumed, with the corresponding offset to Goodwill. Upon the conclusion of the measurement period, any subsequent adjustments are recorded to earnings. Refer to Note 4 - Acquisitions in the Consolidated Financial Statements for additional information regarding the allocation of the purchase price consideration for our acquisitions.

Our Goodwill balance was $3.9 billion at December 31, 2018. We assess Goodwill for impairment at least annually during the fourth quarter based on balances as of October 1st and whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Events or circumstances that might indicate an interim evaluation is warranted include, among other things, unexpected adverse business conditions, macro and company specific economic factors, supply costs, unanticipated competitive activities and acts by governments and courts. Application of the annual Goodwill impairment test requires judgment regarding the identification of reporting units. Consistent with the determination that we had one operating segment, we determined that there is one reporting unit and tested Goodwill for impairment at the entity level.

In performing our annual Goodwill impairment test as of October 1st, we qualitatively assessed our Goodwill balance for impairment and concluded that Goodwill was not impaired. In performing the qualitative assessment, we considered the prior year excess of fair value over carrying value as well as relevant events and conditions, including but not limited to, macroeconomic trends, industry and market conditions, overall financial performance, cost factors, company-specific events, and legal and regulatory factors. Our assessment indicated that consistent with prior year projections, we retained our market share and offset revenue declines with cost reductions and productivity improvements. Accordingly, expected net cash flows were consistent with prior period projections. In addition, we also considered the impact of a higher discount rate than the prior year based on current market and industry conditions but concluded that the impact would not have had a material adverse impact.

Subsequent to our annual test, as a result of certain business factors including a debt rating downgrade and a significant decrease in our market capitalization, we performed an interim impairment test of our Goodwill balance as of December 31, 2018. We elected to utilize a quantitative assessment of the recoverability of our Goodwill balance for this interim impairment assessment.

In our quantitative test, we estimate the fair value of the entity by weighting the results from the income approach (discounted cash flow methodology) and market approach. These valuation approaches require significant judgment and consider a number of factors that include, but are not limited to, expected future cash flows, growth rates and discount rates, and comparable multiples from publicly traded companies in our industry. In addition, these approaches require us to make certain assumptions and estimates regarding the current economic environment, industry factors and the future profitability of our businesses. Our assessment also includes the use of outside valuation experts and incorporates factors and assumptions related to third-party market participants.

When performing our discounted cash flow analysis, we incorporate the use of projected financial information and a discount rate that is developed using market participant-based assumptions. The cash flow projections are based on three-year financial forecasts developed by management that include revenue and expense projections, capital spending trends and investment in working capital to support anticipated revenue growth or other changes in the business and which are consistent with expected guidance for the Company. The selected discount rate considers the risk and nature of the entity's cash flows and an appropriate capital structure and rates of return that market participants would require to invest their capital.

We believe these assumptions are appropriate and reflect our current expectations as well as our forecasted long-term business model, giving appropriate consideration to our historical results as well as the current economic environment and markets that we serve. The discount rate applied to our projected cash flows was approximately 10%, which we considered reasonable based on the estimated capital costs of applicable market participants and an appropriate company-specific risk premium that reflects current market and industry conditions.

When performing our market approach, we rely specifically on the guideline public company method. Our guideline public company method incorporates revenues and earnings multiples from publicly traded companies with operations and other characteristics similar to our entity. The selected multiples consider entity's relative growth, profitability, size and risk relative to the selected publicly traded companies.

After completing our interim impairment review as of December 31, 2018, we concluded that Goodwill was not impaired and we had an excess of fair value over carrying value of more than 20%. Although our estimate of the fair value of the entity was in excess of our market capitalization, we believe the difference is reasonable when a market-based control premium is taken into consideration.

Refer to Note 11 - Goodwill and Intangible Assets, Net in the Consolidated Financial Statements for additional information regarding Goodwill.

Revenue Results Summary

Total Revenue

Revenue for the three years ended December 31, 2018 was as follows:

(in millions)	Revenue 2018	Revenue 2017	Revenue 2016	% Change 2018	% Change 2017	CC % Change 2018	CC % Change 2017	% of Total Revenue 2018	% of Total Revenue 2017	% of Total Revenue 2016
Equipment sales	$ 2,200	$ 2,295	$ 2,471	(4.1)%	(7.1)%	(4.5)%	(7.3)%	22%	22%	23%
Post sale revenue	7,630	7,970	8,300	(4.3)%	(4.0)%	(5.0)%	(3.9)%	78%	78%	77%
Total Revenue	$ 9,830	$ 10,265	$ 10,771	(4.2)%	(4.7)%	(4.9)%	(4.7)%	100%	100%	100%
Reconciliation to Consolidated Statements of Income (Loss):										
Sales	$ 3,972	$ 4,073	$ 4,319	(2.5)%	(5.7)%	(2.7)%	(5.7)%			
Less: Supplies, paper and other sales	(1,772)	(1,822)	(1,900)	(2.7)%	(4.1)%	(2.6)%	(3.8)%			
Add: Equipment-related training(1)	—	44	52	NM	NM	NM	NM			
Equipment sales(2)	$ 2,200	$ 2,295	$ 2,471	(4.1)%	(7.1)%	(4.5)%	(7.3)%			
Services, maintenance and rentals	$ 5,590	$ 5,898	$ 6,127	(5.2)%	(3.7)%	(5.4)%	(3.7)%			
Add: Supplies, paper and other sales	1,772	1,822	1,900	(2.7)%	(4.1)%	(2.6)%	(3.8)%			
Add: Financing	268	294	325	(8.8)%	(9.5)%	(10.0)%	(9.5)%			
Less: Equipment-related training(1)	—	(44)	(52)	NM	NM	NM	NM			
Post sale revenue(2)	$ 7,630	$ 7,970	$ 8,300	(4.3)%	(4.0)%	(5.0)%	(3.9)%			
North America	$ 5,913	$ 6,122	$ 6,420	(3.4)%	(4.6)%	(3.4)%	(4.9)%	60%	60%	60%
International	3,532	3,601	3,736	(1.9)%	(3.6)%	(3.7)%	(3.1)%	36%	35%	34%
Other	385	542	615	(29.0)%	(11.9)%	(29.0)%	(11.9)%	4%	5%	6%
Total Revenue(3)	$ 9,830	$ 10,265	$ 10,771	(4.2)%	(4.7)%	(4.9)%	(4.7)%	100%	100%	100%
Memo:										
Managed Document Services(4)	$ 3,457	$ 3,419	$ 3,441	1.1 %	(0.6)%	0.5 %	(0.4)%	35%	33%	32%

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CC - See "Currency Impact" section for description of Constant Currency.

(1) In 2018, upon adoption of ASU 2014-09 Revenue Recognition, revenue from training related to equipment installation is now included in Equipment Sales. In prior periods, this revenue was reported as Services, maintenance and rentals.

(2) Equipment sales revenue in 2016 has been revised to reclassify certain XBS IT-related equipment sales to other sales, which are included in Post sale revenue.

(3) Refer to the "Geographic Sales Channels and Product and Offerings Definitions" section.

(4) Excluding equipment revenue, Managed Document Services (MDS) was $2,974 million, $2,962 million and $2,942 million for the three years ended December 31, 2018, respectively. For the year ended December 31, 2018, the change represented an increase of 0.4%, including a 0.6-percentage point favorable impact from currency. For the year ended December 31, 2017, the change represented an increase of 0.7%, including a 0.2-percentage point unfavorable impact from currency.

Revenue

Total revenue decreased 4.2% for the year ended December 31, 2018 including a 0.7-percentage point favorable impact from currency. Total revenue decreased 4.7% for the year ended December 31, 2017 compared to the prior year, with no impact from currency. Total revenues included the following:

Post sale revenue

Post sale revenue primarily reflects contracted services, equipment maintenance, supplies and financing. These revenues are associated not only with the population of devices in the field, which is affected by installs and removals, but also by page volumes generated by the usage of such devices, and the revenue per printed page. For the year ended December 31, 2018, Post sale revenue decreased 4.3% compared to the prior year including a 0.7-percentage point favorable impact from currency. For the year ended December 31, 2017, Post sale revenue decreased 4.0% compared to the prior year including a 0.1-percentage point unfavorable impact from currency. Post sale revenue is comprised of the following:

- **Services, maintenance and rentals revenue** includes rental and maintenance revenue (including bundled supplies) as well as the post sale component of the document services revenue from our Managed Document Services (MDS) offerings, and revenues from our Communication and Marketing Solutions (CMS).

- For the year ended December 31, 2018, these revenues declined 5.2%, including a 0.2-percentage point favorable impact from currency. The decline at constant currency[1] reflected the continuing trends of lower page volumes (including a higher mix of lower usage products), an ongoing competitive price environment and a lower population of devices, which are partially associated with continued lower signings and installs from prior periods. The lower population of devices is partially due to the loss of market share for multiple quarters leading up to the ConnectKey launch in mid-2017. Additionally, the prior year included $20 million of higher revenues associated with a licensing agreement. These impacts were partially offset by higher revenues from MDS and our Xerox Business Solutions (XBS) business, formerly known as Global Imaging Systems, inclusive of acquisitions.
- For the year ended December 31, 2017, these revenues declined 3.7%, including no impact from currency. The decline at constant currency[1] reflected lower signings and installs from prior periods and the continuing decline in page volumes. These declines were partially mitigated by $20 million of higher revenues associated with a licensing agreement as well as growth in MDS, developing markets and acquisitions within our XBS business.

- **Supplies, paper and other sales** includes unbundled supplies and other sales.
  - For the year ended December 31, 2018, these revenues declined 2.7%, including a 0.1-percentage point unfavorable impact from currency. The decline at constant currency[1] reflected the impact from lower supplies sales (both in U.S. and European channels). These declines were partially offset by higher paper sales and higher IT network integration solutions sales from our XBS business. The decline also reflected an approximate 1.5-percentage point unfavorable impact from lower original equipment manufacturer (OEM) sales.
  - For the year ended December 31, 2017, these revenues declined 4.1%, including a 0.3-percentage point unfavorable impact from currency. The decline was driven by lower network integration solutions sales from our XBS business, reduced OEM supplies and lower supplies demand (both in U.S. and European channels) consistent with declining equipment sales in prior periods. The decline was partially offset by higher supplies sales from our XBS business and our developing markets.
- **Financing revenue** is generated from financed equipment sale transactions. For the year ended December 31, 2018, Financing revenue decreased 8.8%, including a 1.2-percentage point favorable impact from currency, while Financing revenue for the year ended December 31, 2017 decreased 9.5% including no impact from currency. The decline in both periods reflected a continued decline in finance receivables balance due to lower equipment sales in prior periods and a greater mix of sales to channels where our financing penetration rate is lower.

Equipment sales revenue

Equipment revenue for the three years ended December 31, 2018 was as follows:

	Revenue			% Change		CC % Change		% of Equipment Revenue		
(in millions)	2018	2017	2016	2018	2017	2018	2017	2018	2017	2016
Entry(1)	$ 237	$ 231	$ 231	2.6%	—%	2.0%	—%	11%	10%	9%
Mid-range	1,493	1,468	1,596	1.7%	(8.0)%	1.1%	(8.3)%	68%	64%	65%
High-end	424	473	502	(10.4)%	(5.8)%	(10.5)%	(5.7)%	19%	21%	20%
Other(1)	46	123	142	(62.6)%	(13.4)%	(62.6)%	(12.4)%	2%	5%	6%
Equipment sales(2)(3)	$ 2,200	$ 2,295	$ 2,471	(4.1)%	(7.1)%	(4.5)%	(7.3)%	100%	100%	100%

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CC - See "Currency Impact" section for description of Constant Currency.

(1) *In 2018, revenues from our OEM business are included in Other, which had historically been reported in Entry. This reclassification was made to provide better transparency to our business results. Prior year amounts have been adjusted to conform to this change.*

(2) *In 2018, upon adoption of ASU 2014-09 Revenue Recognition, revenue from training related to equipment installation is now included in Equipment Sales (previously included in Post sale revenue). Prior year amounts have been adjusted to conform to this change.*

(3) *Equipment sales revenue in 2016 has been revised to reclassify certain XBS IT-related equipment sales to other sales, which are included in Post sale revenue.*

Equipment sales revenue

Equipment sales revenue decreased 4.1% for the year ended December 31, 2018 including a 0.4-percentage point favorable impact from currency. For the year ended December 31, 2017, Equipment sales decreased 7.1% including a 0.2-percentage point favorable impact from currency. Equipment sales revenue in both years was impacted by price declines of approximately 5% (which were in-line with our historic declines). For the year ended December 31, 2018, the decline at constant currency[1] included a 3.3-percentage point unfavorable impact from lower OEM Equipment sales. Equipment sales revenue is comprised of the following:

- **Entry**
  - For the year ended December 31, 2018, the increase reflected higher sales of our ConnectKey devices through our channels in the U.S. and developing markets.
  - For the year ended December 31, 2017, entry sales were flat and reflected lower OEM activity and an unfavorable mix caused by higher install activity from lower-end and monochrome devices in our developing markets as well as the timing of our new ConnectKey products.
- **Mid-range**
  - For the year ended December 31, 2018, the increase reflected higher sales of our ConnectKey devices through our Enterprise channel in the U.S., higher sales of lower-end devices in developing markets and higher sales from our XBS business.
  - For the year ended December 31, 2017, the decrease reflected, in part, the mid-year transition to our new product portfolio and was further impacted by the longer sales cycles in certain areas of the business, as well as lower revenue from color devices and black-and-white systems reflecting market trends. These declines were partially offset by higher revenues from our developing markets.
- **High-end**
  - For the year ended December 31, 2018, the decrease primarily reflected lower sales from iGen, along with lower revenues from black-and-white systems consistent with market decline trends. These declines were only partially mitigated by demand for the Iridesse production press, as well as higher sales from our recently upgraded Brenva cut-sheet inkjet press.
  - For the year ended December 31, 2017, the decrease in high-end sales primarily reflected lower revenues from our black-and-white systems, consistent with market trends, along with the impact of higher sales of iGen and Color Press in the prior year associated with the drupa trade show; these declines were only partially mitigated by higher sales of our continuous feed inkjet color systems and the recently launched Versant products. High-end color sales also included lower digital front-end (DFE) sales to Fuji Xerox.

Revenue Metrics

Installs reflect new placement of devices only. Revenue associated with equipment installations (discussed below) may be reflected up-front Equipment sales or over time through rental income or as part of our Managed Document Services revenues (which are both reported within our Post sale revenues), depending on the terms and conditions of our agreements with our customers. Install activity includes Managed Document Services and Xerox-branded products shipped to our XBS business. Detail by product group (see *Geographic Sales Channels and Product and Offerings Definitions)* is shown below:

Installs for the year ended December 31, 2018 were:

Entry[(1)]

- 12% increase in color multifunction devices, reflecting higher installs of our ConnectKey products through our indirect channels in the U.S. and Europe, as well as through our XBS business.
- 17% increase in black-and-white multifunction devices, driven largely by higher activity from low-end devices in developing markets as well as higher installs of our ConnectKey devices through our indirect channels in the U.S. and Europe.

Mid-Range[(2)]

- 10% increase in mid-range color installs, reflecting higher demand from our ConnectKey devices through our large enterprise channel and our XBS business, as well as lower-end A3 devices in developing markets.
- 8% increase in mid-range black-and-white, reflecting higher demand for our ConnectKey devices in our XBS business and developing markets.

High-End[(2)]

- 9% decrease in high-end color systems, as demand for our new Iridesse production press and cut-sheet inkjet products was offset by lower installs of iGen and lower-end production systems including Versant systems.
- 18% decrease in high-end black-and-white systems reflecting market trends, partially offset by increased demand in our indirect U.S. channels and our developing markets.

Installs for the year ended December 31, 2017 were:

Entry(1)

- 24% increase in color multifunction devices, reflecting demand for recently launched products as well as the migration from printers to multifunction devices, consistent with market trends.
- 18% increase in black-and-white multifunction devices, driven largely by higher activity for low-end printers in developing markets.

Mid-Range(2)

- Mid-range color installs were flat, reflecting demand for recently launched products including strong activity in developing markets and U.S. Channels, offset by longer large account sales cycles that were affected by the timing of our product roll out.
- 12% decrease in mid-range black-and-white, reflecting overall market decline as well as the impact of transitioning to the new product portfolio, partly offset by growth in developing markets.

High-End(2)

- 8% decrease in high-end color systems, as growth from continuous feed color and the recently launched Versant products was more than offset by higher iGen and Color Press installs in the prior year, following the drupa trade show.
- 25% decrease in high-end black-and-white systems reflects overall market decline and trends.

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(1) *Entry installations exclude OEM sales; including OEM sales, Entry color multifunction devices decreased 16% and 2% for the years ended December 31, 2018 and 2017, respectively. Entry black-and-white multifunction devices increased 3% and 10% for the years ended December 31, 2018 and 2017, respectively.*

(2) *Mid-range and High-end color installations exclude Fuji Xerox digital front-end sales; including Fuji Xerox digital front-end sales, Mid-range color devices increased 9% and were flat for the years ended December 31, 2018 and 2017, respectively, while High-end color systems decreased 9% and 14% for the years ended December 31, 2018 and 2017, respectively.*

Signings

Signings are defined as estimated future revenues from contracts signed during the period, including renewals of existing contracts. Renewal rate is defined as the annual recurring revenue (ARR) on contracts that are renewed during the period as a percentage of ARR on all contracts for which a renewal decision was made during the period. Our reported signings primarily represent those from our Enterprise deals, as we do not currently include signings from our growing partner print services offerings or those from our XBS business. Total Contract Value (TCV) is the estimated contractual revenue related to signed contracts. Signings expressed in TCV were as follows:

	Year Ended December 31,			% Change		CC % Change	
(in millions)	2018	2017	2016	2018	2017	2018	2017
Signings	$ 2,366	$ 2,714	$ 2,734	(12.8)%	(0.7)%	(13.9)%	1.0%

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CC - See "Currency Impact" section for description of Constant Currency.

Signings for the year ended December 31, 2018 decreased 12.8% compared to the prior year, including a 1.1-percentage point favorable impact from currency primarily reflecting lower new business and fewer renewal opportunities as a result of ongoing competitive pressure in the market and longer decision cycles. Signings for the year ended December 31, 2017 decreased 0.7% compared to the prior year, with a 1.7-percentage point unfavorable impact from currency primarily reflecting a lower contribution from new business, partially offset by higher contributions from renewals.

New business TCV for the year ended December 31, 2018, decreased 5.0%, including a 1.0-percentage point favorable impact from currency.

Renewal Rate

Contract renewal rate for the year ended December 31, 2018 was 82%, as compared to the renewal rate of 84% for the year ended December 31, 2017. The decrease in the renewal rate since 2017 is a result of the inherent volatility in the timing of signings as well as the recently instituted enhanced discipline, ensuring that we are not diminishing our return on investment by renewing too early.

Geographic Sales Channels and Product and Offerings Definitions

Our business is aligned to a geographic focus and is primarily organized on the basis of go-to-market sales channels, which are structured to serve a range of customers for our products and services:

- North America, which includes our sales channels in the U.S. and Canada.
- International, which includes our sales channels in Europe, Eurasia, Latin America, Middle East, Africa and India.
- Other, primarily includes our OEM business, as well as sales to and royalties from Fuji Xerox, and our licensing revenue.

Our products and offerings include:

- “Entry”, which includes A4 devices and desktop printers. Prices in this product group can range from approximately $150 to $3,000.
- “Mid-Range”, which includes A3 Office and Light Production devices that generally serve workgroup environments in mid to large enterprises. Prices in this product group can range from approximately $2,000 to $75,000+.
- “High-End”, which includes production printing and publishing systems that generally serve the graphic communications marketplace and large enterprises. Prices for these systems can range from approximately $30,000 to $1,000,000+.
- Managed Document Services (MDS) revenue, which includes solutions and services that span from managing print to automating processes to managing content. Our primary offerings within MDS are Managed Print Services (including from XBS), as well as workflow automation services, and Centralized Print Services and Solutions (CPS). MDS excludes Communications and Marketing Solutions (CMS).

Costs, Expenses and Other Income

Summary of Key Financial Ratios

The following is a summary of our key financial ratios used to assess our performance:

(in millions)	Year Ended December 31, 2018	2017	2016	2018 B/(W)		2017 B/(W)	
Gross Profit	$ 3,927	$ 4,127	$ 4,305	$ (200)		$ (178)	
RD&E	397	424	463	27		39	
SAG	2,390	2,526	2,636	136		110	
Equipment Gross Margin	32.9%	29.1%	31.2%	3.8	pts.	(2.1)	pts.
Post sale Gross Margin	42.0%	43.4%	42.1%	(1.4)	pts.	1.3	pts.
Total Gross Margin	39.9%	40.2%	40.0%	(0.3)	pts.	0.2	pts.
RD&E as a % of Revenue	4.0%	4.1%	4.3%	0.1	pts.	0.2	pts.
SAG as a % of Revenue	24.3%	24.6%	24.5%	0.3	pts.	(0.1)	pts.
Pre-tax Income	$ 598	$ 570	$ 568	$ 28		$ 2	
Pre-tax Income Margin	6.1%	5.6%	5.3%	0.5	pts.	0.3	pts.
Adjusted(1) Operating Profit	$ 1,268	$ 1,302	$ 1,336	$ (34)		$ (34)	
Adjusted(1) Operating Margin	12.9%	12.7%	12.4%	0.2	pts.	0.3	pts.

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(1) Refer to the "Non-GAAP Financial Measures" section for an explanation of the non-GAAP financial measure.

Pre-tax Income Margin

Pre-tax income margin for the year ended December 31, 2018 of 6.1% increased 0.5-percentage points compared to 2017. This increase was primarily driven by lower Restructuring and related costs and lower Other expenses, net, including lower non-service retirement-related costs. These improvements were partially offset by lower revenues, which were only partially offset by cost savings and productivity from our business transformation actions and higher Transaction and related costs, net. Transaction currency had a 0.5-percentage point favorable impact.

Pre-tax income margin for the year ended December 31, 2017 of 5.6% increased 0.3-percentage points compared to 2016. This increase was primarily driven by cost productivity and savings from strategic transformation, lower Restructuring and related costs and lower Other expenses, net, largely reflecting lower interest expense. These improvements more than offset the pace of revenue declines, higher non-service retirement-related costs and adverse transaction currency of 0.7-percentage points.

Pre-tax income margin includes the Amortization of intangible assets, Restructuring and related costs, Transaction and other related costs and Other expenses, net, all of which are separately discussed in subsequent sections. Adjusted[1] Operating margin, discussed below, excludes all of these items and includes Equity in net income of unconsolidated affiliates before restructuring.

Adjusted[1] Operating Margin

Adjusted[1] operating margin for the year ended December 31, 2018 of 12.9% increased 0.2-percentage points compared to 2017, including a 0.5-percentage point favorable impact from transaction currency, primarily reflecting cost productivity and savings from our business transformation actions and lower compensation expense. Partially offsetting these improvements was lower revenues and a 0.4-percentage point unfavorable impact within SAG expenses primarily related to the exit of a real estate facility (0.2-percentage point) and the cancellation of certain IT projects (0.2-percentage point). Adjusted[1] operating margin was also unfavorably impacted by lower equity income from our Fuji Xerox joint venture.

Adjusted[1] operating margin for the year ended December 31, 2017 of 12.7% increased 0.3-percentage points compared to 2016, reflecting productivity and savings from strategic transformation as well as higher licensing revenue, which more than offset the pace of revenue declines and the impact of revenue generating and SAG investments along with adverse transaction currency of 0.7-percentage points. Adjusted[1] operating margin was also unfavorably impacted by higher compensation and benefit expense as well as lower equity income from our Fuji Xerox joint venture.

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(1) Refer to Operating Income and Margin reconciliation table in the "Non-GAAP Financial Measures" section.

Gross Margin

Total gross margin for the year ended December 31, 2018 of 39.9% decreased 0.3-percentage points compared to 2017, primarily reflecting a less profitable mix of revenues and the impact of pricing, as well as lower post sale margin, partially offset by higher equipment margin and cost productivity and savings associated with our business transformation actions. Gross margin includes the favorable impact from transaction currency of 0.4-percentage points.

Total gross margin for year ended December 31, 2017 of 40.2% increased 0.2-percentage points compared to 2016. The increase reflects cost productivity and savings from strategic transformation, as well as improvement in the rate of revenue decline that more than offset adverse transaction currency of 0.7-percentage points.

Equipment gross margin for the year ended December 31, 2018 of 32.9% increased 3.8-percentage points compared to 2017, reflecting the mix benefit from lower OEM sales (which carry a negative upfront margin), favorable transaction currency as well as savings from cost productivity initiatives, partially offset by the impact of pricing and a less profitable mix of revenues.

Equipment gross margin for the year ended December 31, 2017 of 29.1% decreased 2.1-percentage points compared to 2016, as product cost productivity was more than offset by adverse transaction currency and price declines.

Post sale gross margin for the year ended December 31, 2018 of 42.0% decreased 1.4-percentage points compared to 2017, reflecting lower revenues, including an unfavorable mix of lower maintenance revenues and licensing revenues as well as the impact of pricing, partially offset by productivity and restructuring savings.

Post sale gross margin for the year ended December 31, 2017 of 43.4% increased 1.3-percentage points compared to 2016, reflecting cost savings and productivity improvements from strategic transformation and higher licensing revenue, which more than offset the pace of revenue declines.

Research, Development and Engineering Expenses (RD&E)

	Year Ended December 31,			Change	
(in millions)	2018	2017	2016	2018	2017
R&D	$ 325	$ 334	$ 368	$ (9)	$ (34)
Sustaining engineering	72	90	95	(18)	(5)
Total RD&E Expenses	$ 397	$ 424	$ 463	$ (27)	$ (39)
R&D Investment by Fuji Xerox(1)	$ 586	$ 536	$ 628	$ 50	$ (92)

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(1) The fluctuation in Fuji Xerox R&D was primarily due to changes in foreign exchange rates.

RD&E as a percentage of revenue for the year ended December 31, 2018 of 4.0% was 0.1-percentage points lower compared to 2017.

RD&E of $397 million for the year ended December 31, 2018, decreased $27 million from 2017 and reflected lower sustaining engineering expenses as well as restructuring and cost productivity savings and lower expenses from the sale of a business and associated transfers of resources to third parties during the prior year. These impacts were partially offset by modest investments in innovation in complementary market areas.

RD&E as a percentage of revenue for the year ended December 31, 2017 of 4.1% was 0.2-percentage points lower compared to 2016.

RD&E of $424 million for the year ended December 31, 2017 decreased $39 million from 2016 and reflected savings from strategic transformation including restructuring savings and lower expenses as a result of the transfer of resources to Electronics for Imaging (EFI), a third party high-end print server supplier, and the sale of our Xerox Research Centre Europe in Grenoble, France, which was mainly dedicated to supporting the discontinued BPO business.

We coordinate our R&D investments with Fuji Xerox.

Selling, Administrative and General Expenses (SAG)

SAG as a percentage of revenue of 24.3% decreased 0.3-percentage points for the year ended December 31, 2018 compared to 2017 primarily reflecting the savings from productivity and restructuring associated with our business transformation actions. SAG as a percentage of revenue includes a 0.4-percentage point unfavorable impact from the exit of a real estate facility and the cancellation of certain IT projects in 2018.

SAG expenses of $2,390 million for the year ended December 31, 2018 were $136 million lower than 2017, including an approximate $14 million unfavorable impact from currency. The reduction primarily reflected productivity and restructuring savings associated with our business transformation actions along with lower annual performance incentive compensation expense. These improvements were partially offset by $44 million of charges related to the accelerated depreciation from the early termination of a capital lease associated with a surplus facility ($22 million) and the cancellation of certain IT projects ($22 million) as we continue to evaluate the returns on our IT investments. Bad debt expense for the year ended December 31, 2018 was $36 million and was $3 million higher than the prior year and on a trailing twelve month basis (TTM) remained at less than one percent of receivables.

SAG as a percentage of revenue of 24.6% increased 0.1-percentage points for the year ended December 31, 2017 compared to 2016 primarily reflecting the impact of lower revenues that were partly mitigated by productivity and cost savings from strategic transformation, which include restructuring savings.

SAG expenses of $2,526 million for the year ended December 31, 2017 were $110 million lower than 2016, including an approximate $9 million favorable impact from currency. The reduction primarily reflected costs savings, including savings from restructuring, as well as a decrease in selling expenses related to lower incentives and marketing expenses consistent with lower revenues. These savings were partly offset by higher compensation and benefit expenses, as well as expenses from our XBS acquisitions. Bad debt expense for the year ended December 31, 2017 was $33 million and was $4 million lower than the prior year and on a trailing twelve month basis (TTM) remained at less than one percent of receivables.

Restructuring and Related Costs

Restructuring and related costs of $158 million for the year ended December 31, 2018 include net restructuring and asset impairment charges of $157 million and $1 million of additional costs, primarily related to professional support services associated with the business transformation initiatives. Net restructuring and asset impairment charges included the following:

- $176 million of severance costs related to headcount of approximately 2,700 employees globally. The average restructuring cost per employee was lower in 2018 as compared to 2017 due to the geographic mix of actions as well as reductions in our employee severance programs particularly with respect to actions in the U.S. The actions impacted multiple functional areas, with approximately 25% of the costs focused on gross margin improvements, 70% focused on SAG reductions and the remainder focused on RD&E optimization.
- $14 million for lease termination costs primarily reflecting continued optimization of our worldwide operating locations.

The above charges were partially offset by $33 million of net reversals for changes in estimated reserves from prior period initiatives, primarily reflecting unanticipated attrition and other job changes prior to completion of the restructuring initiatives.

We expect 2019 pre-tax savings of approximately $140 million from our 2018 restructuring actions.

Restructuring and related costs of $216 million for the year ended December 31, 2017 included net restructuring and asset impairment charges of $197 million and $19 million of additional costs, primarily related to professional support services associated with strategic transformation. Net restructuring and asset impairment charges included the following:

- $221 million of severance costs related to headcount reductions of approximately 2,600 employees globally. The actions impacted multiple functional areas, with approximately 30% of the costs focused on gross margin improvements and 70% on SAG improvements.
- $4 million for lease termination costs primarily reflecting continued optimization of our worldwide operating locations.
- $7 million of asset impairment losses related to the closure of a manufacturing site in Latin America.

The above charges were partially offset by $35 million of net reversals for changes in estimated reserves from prior period initiatives, primarily reflecting unanticipated attrition and other job changes prior to completion of the restructuring initiatives, which included a $5 million favorable adjustment on the early termination of the lease for our corporate airplane.

Restructuring Summary

The restructuring reserve balance as of December 31, 2018 for all programs was $95 million, of which $93 million is expected to be spent over the next twelve months. During 2019, we expect to incur additional restructuring and related charges of approximately $225 million for actions and initiatives that have not yet been finalized. Approximately $75 million of the full year charges are expected to be recognized in the first quarter of the year.

Refer to Note 12 - Restructuring and Asset Impairment Charges in the Consolidated Financial Statements for additional information regarding our restructuring programs.

Transaction and Related Costs, Net

For the year ended December 31, 2018, we recorded $68 million of Transaction and related costs, net, which increased $59 million from the prior year and included the following:

- Costs related to the proposed combination transaction with Fuji Xerox, which was terminated in May 2018, primarily for third-party accounting, legal, consulting and other similar types of services.
- Costs related to the settlement agreement reached with certain shareholders in the second quarter of 2018 as well as third-party legal and other related costs associated with on-going litigation resulting from the terminated combination transaction and other related shareholder actions.
- $19 million of costs related to the commitment for a $2.5 billion unsecured bridge loan facility, which was terminated concurrent with the termination of the Fuji Xerox combination transaction.
- Recoveries of approximately $45 million, which included insurance recoveries for litigation and related settlement costs of approximately $30 million and a settlement refund from a financial adviser, associated with the terminated combination transaction, for approximately $13 million. We continue to pursue additional recoveries from insurance carriers and other parties for costs and expenses related to the terminated transaction and related shareholder litigation and therefore additional recoveries and adjustments may be recorded in future periods, when finalized.

Amortization of Intangible Assets

Amortization of intangible assets for the three years ended December 31, 2018 was $48 million, $53 million, and $58 million, respectively. The decrease of $5 million in both 2018 and 2017, as compared to the respective prior year periods, reflected a lower level of acquisitions.

Refer to Note 11 - Goodwill and Intangible Assets, Net in the Consolidated Financial Statements for additional information regarding our intangible assets.

Worldwide Employment

Worldwide employment was approximately 32,400 as of December 31, 2018 and decreased by approximately 2,900 from December 31, 2017 largely driven by our business transformation. Approximately half of the reduction was associated with restructuring actions, while the remainder resulted from net attrition (attrition net of gross hires), of which a large portion is not expected to be backfilled.

Other Expenses, Net

	Year Ended December 31,		
(in millions)	2018	2017	2016
Non-financing interest expense	$ 112	$ 119	$ 181
Non-service retirement-related costs	150	188	121
Interest income	(15)	(8)	(5)
Gains on sales of businesses and assets	(35)	(15)	(22)
Currency losses, net	5	4	13
Loss on sales of accounts receivable	3	10	16
Contract termination costs - IT services	43	—	—
Loss on early extinguishment of debt	—	20	—
All other expenses, net	5	11	17
Other expenses, Net	$ 268	$ 329	$ 321

Non-financing interest expense

Non-financing interest expense for the year ended December 31, 2018 of $112 million was $7 million lower than 2017. When non-financing interest expense is combined with financing interest expense (Cost of financing), total interest expense decreased by $8 million from the prior year. The decrease is primarily due to a lower debt balance reflecting net debt repayments of approximately $265 million in 2018 and $800 million in 2017.

Non-financing interest expense for the year ended December 31, 2017 of $119 million was $62 million lower than 2016. When non-financing interest expense is combined with financing interest expense (Cost of financing), total interest expense decreased by $57 million from the prior year. The decrease is primarily due to a lower debt balance reflecting the repayment of approximately $1.8 billion of debt in 2017 and $1.0 billion in 2016. These decreases were partially offset by the issuance of approximately $1.0 billion of new debt in 2017, of which $500 million of the proceeds were used for an incremental voluntary contribution to our U.S. defined benefit pension plans.

Refer to Note 14 - Debt in the Consolidated Financial Statements for additional information regarding our debt activity as well as information regarding the allocation of interest expense.

Non-Service retirement-related costs

Non-service retirement-related costs decreased $38 million for the year ended December 31, 2018 as compared to the prior year primarily due to the favorable impact of higher pension contributions and asset returns in the prior year, as well as the favorable impact of an amendment to our U.S. Retiree Health Plan. The favorable impacts were partially offset by higher losses from pension settlements in the U.S. of $173 million, a $40 million increase compared to the prior year. The higher level of settlements was primarily due to an expected increase in interest rates.

Non-service retirement-related costs increased $67 million for the year ended December 31, 2017 as compared to the prior year primarily due to losses from pension settlements in the U.S. of $133 million, a $68 million increase compared to the prior year. The higher level of settlements was primarily due to an expected increase in interest rates.

Net gain on sales of businesses and assets

The 2018 net gain on sales of businesses and assets of $35 million reflects sales of non-core business assets in 2018.

The 2017 net gain on sales of businesses and assets of $15 million includes a gain of $13 million from the sale of a research facility in Grenoble, France.

The 2016 net gain on sales of businesses and assets of $22 million reflected gains on the sale of surplus technology assets of $17 million.

Currency losses, net

Currency losses and gains primarily result from the remeasurement of foreign currency-denominated assets and liabilities, the cost of hedging foreign currency-denominated assets and liabilities and the mark-to-market of foreign exchange contracts utilized to hedge those foreign currency-denominated assets and liabilities. The $9 million decrease in 2017 currency losses, net, was largely due to the significant movement in exchange rates during 2016.

Loss on sales of accounts receivable

Represents the loss incurred on our sales of accounts receivable. The decrease in loss reflects the termination of several receivable sale programs in 2017. Refer to **Sales of Accounts Receivable** section below and Note 6 - Accounts Receivable, Net in the Consolidated Financial Statements for additional information regarding our sales of receivables.

Contract termination costs

During 2018, we recorded a $43 million penalty associated with a minimum purchase commitment that will not be fulfilled due to the termination of a related IT services arrangement. The minimum purchase commitment had originally been entered into in connection with the sale of our Information Technology Outsourcing (ITO) business in 2015.

Loss on early extinguishment of debt

During 2017, we recorded a $7 million net loss associated with the repayment of $475 million in Senior Notes, as well as a $13 million loss associated with the tender and exchange of certain Senior Notes.

Income Taxes

The 2018 effective tax rate was 43.0% and includes an additional charge of $89 million related to the 2017 Tax Act (the "Tax Act") which is discussed below. On an adjusted[1] basis, the 2018 effective tax rate was 26.9%. Both rates were higher than the U.S. statutory tax rate of 21% primarily due to the geographical mix of profits. The adjusted[1] effective tax rate excludes the tax impacts associated with the following charges: Restructuring and related costs, Amortization of intangible assets, Transaction and related costs, net, Non-service retirement related costs as well as other discrete, unusual or infrequent items as described in our **Non-GAAP Financial Measures** section, including the impact of the Tax Act discussed below.

The 2017 effective tax rate was 84.4% and included our estimated impact of $400 million related to the 2017 Tax Act which is discussed below. On an adjusted[1] basis, the 2017 effective tax rate was 24.9%. This rate was lower than the U.S. statutory tax rate of 35% primarily due to foreign tax credits, the redetermination of certain unrecognized tax positions upon conclusion of several audits and the geographical mix of profits. The adjusted[1] effective tax rate excludes the tax impacts associated with the following charges: Restructuring and related costs, Amortization of intangible assets, Non-service retirement related costs and other discrete items including the impact of the Tax Act, discussed below.

The 2016 effective tax rate was 10.9% and on an adjusted[1] basis, the 2016 effective tax rate was 20.6%. Both rates were lower than the U.S. statutory tax rate of 35% primarily due to foreign tax credits resulting from anticipated dividends from our foreign subsidiaries, the redetermination of certain unrecognized tax positions upon conclusion of several audits and the geographical mix of profits. The adjusted[1] effective tax rate excludes the tax impacts associated with the following charges: Restructuring and related costs, Amortization of intangible assets and Non-service retirement related costs.

Xerox operations are widely dispersed. However, no one country outside of the U.S. is a significant factor in determining our overall effective tax rate. Our full year effective tax rate for 2018 includes an expense of 4.4-percentage points from these non-U.S. operations. Refer to Note 18 - Income and Other Taxes in the Consolidated Financial Statements for additional information regarding the geographic mix of income before taxes and the related impacts on our effective tax rate.

Our effective tax rate is based on nonrecurring events as well as recurring factors, including the taxation of foreign income. In addition, our effective tax rate will change based on discrete or other nonrecurring events that may not be predictable. Excluding the effects of the Restructuring and related costs, Amortization of intangible assets, Non-service retirement-related costs and other discrete items, we anticipate that our adjusted[1] effective tax rate will be approximately 24% to 27% for full year 2019.

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(1) Refer to the Effective Tax Rate reconciliation table in the "Non-GAAP Financial Measures" section.

Tax Cuts and Jobs Act (the “Tax Act”)

On December 22, 2017, the Tax Cuts and Jobs Act (the “Tax Act”) was enacted. The Tax Act significantly revises the U.S. corporate income tax system by, among other things, lowering the U.S. statutory corporate income tax rate from 35% to 21% and implementing a territorial tax system that includes a one-time transition tax on deemed repatriated earnings of foreign subsidiaries.

During 2017, we recorded an estimated non-cash provisional charge of $400 million reflecting our provisional estimated impact associated with the provisions of the Tax Act based on currently available information. Our estimated charge incorporated assumptions made based on our interpretation of the Tax Act as well as information available at that time and was subject to change, possibly materially, as we completed our analysis and received additional clarification and implementation guidance. During 2018, we adjusted our provisional estimate by an additional charge of $89 million, reflecting certain positions taken on our filed 2017 income tax return as well as consideration of additional guidance from the U.S. Treasury and Internal Revenue Service (IRS). The adjustments include changes to the determination of the one-time deemed repatriation tax as well as additional remeasurement of our U.S. deferred tax assets and liabilities to the lower enacted statutory tax rate. The total charge of $489 million reflects our current estimate of the impact of the Tax Act and may change in the future based on new guidance being issued or changes in our expected filing positions.

Effective January 1, 2018, we became subject to various provisions of the Tax Act including computations related to Global Intangible Low Taxed Income ("GILTI"), Foreign Derived Intangible Income ("FDII"), Base Erosion and AntiAbuse Tax ("BEAT"), and IRC Section 163(j) interest limitation (Interest Limitation). Accordingly, our 2018 effective tax rate includes the impact for these items, which was approximately $15 million on a full year basis. The estimates for these additional provisions of the Tax Act were made based on our current interpretation of the Tax Act as well as currently available information and may change as we receive additional clarification and implementation guidance.

Refer to Note 18 - Income and Other Taxes in the Consolidated Financial Statements for additional information regarding the estimated impacts of Tax Act.

Equity in Net Income of Unconsolidated Affiliates

	Year Ended December 31,		
(in millions)	2018	2017	2016
Total equity in net income of unconsolidated affiliates	$ 33	$ 115	$ 127
Fuji Xerox after-tax restructuring and other costs included in equity income	95	10	3

Equity in net income of unconsolidated affiliates primarily reflects our 25% share of Fuji Xerox Net income. For the year ended December 31, 2018 equity income decreased $82 million as compared to 2017, primarily reflecting lower Fuji Xerox Net income and included an approximate $28 million charge related to out-of-period adjustments.

For the year ended December 31, 2017 equity income decreased $12 million as compared to 2016, primarily reflecting lower Fuji Xerox Net income including $6 million of costs related to audit and other fees associated with the independent investigation of Fuji Xerox's accounting practices.

Equity in net income of unconsolidated affiliates for the years ended December 31, 2018 and 2017 included $85 million and $7 million, respectively, of higher year-over-year charges related to our share of Fuji Xerox after-tax restructuring and other charges. Other charges include costs associated with the terminated combination transaction. During 2018, Fuji Xerox announced a restructuring initiative that is expected to generate approximately $450 million of cost savings on an annualized basis.

Refer to Note 10 - Investment in Affiliates, at Equity in the Consolidated Financial Statements for additional information regarding the 2018 out-of-period adjustment as well as information regarding our investment in Fuji Xerox and Note 25 - Fuji Xerox Transaction in the Consolidated Financial Statements for additional information regarding the terminated combination transaction.

Net Income from Continuing Operations

Net income from continuing operations attributable to Xerox for the year ended December 31, 2018 was $361 million, or $1.38 per diluted share. On an adjusted[1] basis, Net income from continuing operations attributable to Xerox was $893 million, or $3.46 per diluted share, and includes adjustments for Restructuring and related costs, Amortization of intangible assets, Transaction and related costs, net as well as Non-service retirement-related costs and other discrete, unusual or infrequent items, including the impact from the Tax Act, as describe in our Non-GAAP Financial Measures.

Net income from continuing operations attributable to Xerox for the year ended December 31, 2017 was $192 million, or $0.70 per diluted share and includes an estimated non-cash charge of $400 million or $1.55 per diluted share impact for the provisions associated with the Tax Act. Refer to the **Tax Cuts and Jobs Act (the "Tax Act")** section above, as well as Note 18 - Income and Other Taxes in the Consolidated Financial Statements for additional information.

On an adjusted[1] basis, Net income from continuing operations attributable to Xerox was $906 million, or $3.45 per diluted share, and includes adjustments for Restructuring and related costs, Amortization of intangible assets, Transaction and related costs, net as well as Non-service retirement-related costs and other discrete, unusual or infrequent items, including the impact from the Tax Act, as describe in our Non-GAAP Financial Measures.

Net income from continuing operations attributable to Xerox for the year ended December 31, 2016 was $622 million, or $2.33 per diluted share. On an adjusted[1] basis, Net income from continuing operations attributable to Xerox was $918 million, or $3.49 per diluted share, and includes adjustments for Restructuring and related costs, Amortization of intangible assets and Non-service retirement-related costs, as describe in our Non-GAAP Financial Measures.

Refer to Note 24 - Earnings (Loss) per Share in the Consolidated Financial Statements, for additional information regarding the calculation of basic and diluted earnings per share.

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(1) Refer to the Net Income and EPS reconciliation table in the "Non-GAAP Financial Measures" section.

Discontinued Operations

Discontinued operations primarily relate to our Business Process Outsourcing (BPO) business, which was separated effective December 31, 2016. Refer to Note 5 - Divestitures in the Consolidated Financial Statements for additional information regarding discontinued operations.

Other Comprehensive Income (Loss)

The historical Consolidated Statement of Comprehensive Loss for 2016 has not been revised to reflect the separation of our BPO business. Accordingly, all reported amounts in 2016 reflect movements in Accumulated Other Comprehensive Loss for both Continuing Operations and Discontinued Operations. Refer to Note 5 - Divestitures in the Consolidated Financial Statements for additional information regarding the separation of our BPO business.

Other comprehensive income attributable to Xerox was $183 million in 2018 and included the following: i) $409 million of net gains from the changes in defined benefit plans primarily due to prior service credits resulting from an amendment to our U.S. and Canadian Retiree Health plans, settlements and the positive impacts from currency on accumulated net actuarial losses, as well as a $43 million out-of-period adjustment related to actuarial gains (refer to Note 1 - Basis of Presentation and Summary of Significant Accounting Policies in the Consolidated Financial Statements for additional information on the out-of-period adjustment); ii) $16 million in unrealized gains, net, and iii) net translation adjustment losses of $242 million reflecting the weakening of most of our major foreign currencies against the U.S. Dollar in 2018.

Other comprehensive income attributable to Xerox was $589 million in 2017 and included the following: i) net translation adjustment gains of $483 million reflecting the strengthening of most of our major foreign currencies against the U.S. Dollar, partially offset by the weakening of the Brazilian Real; and ii) $106 million of net gains from the changes in defined benefit plans primarily due to net actuarial gains and settlements partially offset by the negative impacts from currency on accumulated net actuarial losses.

Other comprehensive loss attributable to Xerox was $233 million in 2016 and included the following: i) net translation adjustment losses of $347 million reflecting the weakening of the Euro and Pound Sterling against the U.S. Dollar, which were only partially offset by strengthening of the Canadian Dollar, Japanese Yen and Brazilian Real; ii) $15 million in unrealized losses, net; and iii) $126 million of net gains from the changes in defined benefit plans primarily due to the positive impacts from currency on accumulated net actuarial losses and settlements partially offset by net actuarial losses.

Refer to our discussion of Pension Plan Assumptions in the **Application of Critical Accounting Policies** section of the MD&A as well as Note 17 - Employee Benefit Plans in the Consolidated Financial Statements for additional information regarding changes in our defined benefit plans. Refer to Note 15 - Financial Instruments in the Consolidated Financial Statements for additional information regarding our foreign currency derivatives and associated unrealized gains and losses.

Recent Accounting Pronouncements

Refer to Note 1 - Basis of Presentation and Summary of Significant Accounting Policies in the Consolidated Financial Statements for a description of recent accounting pronouncements including the respective dates of adoption and the effects on results of operations and financial conditions.

Capital Resources and Liquidity

Our liquidity is primarily dependent on our ability to continue to generate positive cash flows from operations. Additional liquidity is also provided through access to the financial capital markets and a committed global credit facility. The following is a summary of our liquidity position:

- As of December 31, 2018 and 2017, total cash, cash equivalents and restricted cash were $1,148 million and $1,368 million, respectively.
- We expect operating cash flows from continuing operations to be between $1,150 million and $1,250 million in 2019, reflecting continued improvements in working capital and increased earnings.
- As of December 31, 2018 and 2017, there were no borrowings or letters of credit under our $1.8 billion Credit Facility or under our Commercial Paper Program. The company did not borrow under its Credit Facility or utilize its Commercial Paper program during 2018. At this time, based on our current credit rating, the Commercial Paper program is not available for use.
- We have consistently delivered positive cash flows from operations driven by our post-sale-based revenue model and cost productivity initiatives, such as Project Own It. Operating cash flows from continuing operations were $1,140 million, $(179) million and $716 million for the three years ended December 31, 2018, respectively. Operating cash flows from continuing operations in 2017 reflect the impact of certain one-time actions to improve our capital structure and simplify certain processes including $500 million of additional voluntary contributions to our U.S. tax-qualified defined benefit plans as well as the impact of approximately $350 million from the termination of certain accounts receivable sales programs. In addition, both 2017 and 2016 Operating Cash Flows include the impacts of certain reporting changes as discussed in **2018 Reporting Changes** below and Note 1 – Basis of Presentation and Summary of Significant Accounting Policies - New Accounting Standards and Accounting Changes in the Consolidated Financial Statements.

Operating cash flows adjusted for the above noted impacts are included in the following reconciliation:

	Year Ended December 31,		
(in millions)	2018	2017	2016
Reported[(1)]	$ 1,140	$ (179)	$ 716
Incremental voluntary contributions to U.S. defined benefit pension plans	—	500	—
Elimination of certain accounts receivable sales programs	—	350	—
Collections on beneficial interests received in sales of receivables	—	234	270
Restricted cash - classification change[(2)]	—	67	32
Operating Cash Flow - Adjusted	$ 1,140	$ 972	$ 1,018

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(1) *Net cash provided by (used in) operating activities from continuing operations.*

(2) *Per ASU 2016-18, Statement of Cash Flows - Restricted Cash, restricted cash and restricted cash equivalents should be included with Cash and cash equivalents when reconciling beginning and end-of-period amounts per the Statement of Cash Flows. Refer to Note 1 - Basis of Presentation and Summary of Significant Accounting Policies in the Consolidated Financial Statements.*

Credit Rating Downgrade

In 2018, Xerox's credit ratings were downgraded by Moody's Investors Service ("Moody's"), Standard and Poors ("S&P") and FitchRatings one notch, from Baa3, BBB- and BBB- to Ba1, BB+ and BB+, respectively. Although the downgrades resulted in Xerox's credit rating falling below investment grade, our liquidity remains strong, with $1,084 million in cash and cash equivalents, an undrawn Credit Facility of $1.8 billion, which matures in August 2022, and 2018 operating cash flows of $1,140 million with the expectation for at least $1,150 million in 2019. Additionally, we expect to continue to have access to the Credit Markets and we expect to maintain our current finance business and provide financing of Xerox equipment to our customers on substantially the same terms and conditions as before the downgrades.

The impact of the downgrades on Xerox's debt agreements include the following:

- The annual facility fee under the Company's $1.8 billion Credit Facility increased from 0.200% to 0.250% on the total facility amount and the spread to LIBOR for borrowings under the Credit Facility will increase from 1.175% to 1.375%. The Company currently has no outstanding borrowings under the Credit Facility and had none at December 31, 2018.
- The Company's $1.0 billion Senior Notes due 2023 include a provision that requires an increase in the coupon rate for rating downgrades by Moody's and/or S&P. Accordingly, the coupon rate of 3.625% will increase by 0.50% to 4.125% effective March 15, 2019.
- Our Commercial Paper program is not available for use. We have not held a period-end balance under this facility since 2015.

The above impacts are expected to result in an increase in 2019 total interest expense of approximately $5 million.

Cash Flow Analysis

The following summarizes our cash flows for the three years ended December 31, 2018, as reported in our Consolidated Statements of Cash Flows in the accompanying Consolidated Financial Statements:

(in millions)	Year Ended December 31, 2018	2017	2016	Change 2018	2017
Net cash provided by (used in) operating activities of continuing operations	$ 1,140	$ (179)	$ 716	$ 1,319	$ (895)
Net cash (used in) provided by operating activities of discontinued operations	—	(88)	82	88	(170)
Net cash provided by (used in) operating activities	1,140	(267)	798	1,407	(1,065)
Net cash (used in) provided by investing activities of continuing operations	(29)	165	166	(194)	(1)
Net cash used in investing activities of discontinued operations	—	—	(251)	—	251
Net cash (used in) provided by investing activities	(29)	165	(85)	(194)	250
Net cash (used in) provided by financing activities	(1,301)	(985)	584	(316)	(1,569)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(30)	53	(17)	(83)	70
Increase in cash of discontinued operations	—	—	(262)	—	262
(Decrease) increase in cash, cash equivalents and restricted cash	(220)	(1,034)	1,018	814	(2,052)
Cash, cash equivalents and restricted cash at beginning of year	1,368	2,402	1,384	(1,034)	1,018
Cash, Cash Equivalents and Restricted Cash at End of Year	$ 1,148	$ 1,368	$ 2,402	$ (220)	$ (1,034)

Cash Flows from Operating Activities

Net cash provided by operating activities of continuing operations was $1,140 million for the year ended December 31, 2018. The $1,319 million increase in operating cash from 2017 was primarily due to the following:

- $692 million increase due to prior year contributions of $635 million to our domestic tax-qualified defined benefit plans, which included an incremental voluntary contribution of $500 million.
- $559 million increase from accounts receivable primarily due to the prior year termination of all accounts receivable sales arrangements in North America and all but one arrangement in Europe and the prior year reclassification of $213 million of collections of deferred proceeds from the sales of accounts receivable to investing.
- $104 million increase from lower inventory levels primarily due to a decline in equipment sales and the impact of the product launch in the prior year.
- $65 million increase due to the prior year payment of restricted cash balances in connection with the termination of our accounts receivable sales arrangements.
- $50 million increase from lower restructuring payments.
- $66 million decrease due to dividends received in the prior year of $43 million from equity investments other than Fuji Xerox representing the accumulation of earnings over multiple years and $23 million due to lower income from Fuji Xerox.
- $45 million decrease due to net payments for transaction and related costs.
- $31 million decrease due to higher equipment on operating leases.

Net cash used in operating activities of continuing operations was $179 million for the year ended December 31, 2017. The $895 million decrease in operating cash from 2016 was primarily due to the following:

- $658 million decrease primarily from voluntary contributions of $635 million to domestic tax-qualified defined benefit plans in 2017.
- $378 million decrease from accounts receivable primarily as a result of the termination of all accounts receivable sales arrangements in North America and all but one arrangement in Europe.
- $181 million decrease primarily related to the prior year settlements of foreign currency derivative contracts.
- $107 million decrease from higher restructuring payments.
- $76 million decrease from higher inventory levels primarily due to a lower volume of equipment and supplies sales and the impact of new product launches.
- $39 million decrease due to the payment of restricted cash balances in connection with the termination of our accounts receivable sales arrangements.
- $231 million increase from the change in accounts payable primarily related to the year-over-year timing of supplier and vendor payments.

- $182 million increase due to higher net tax payments in prior year partially attributable to our tax sharing arrangement with Conduent.
- $51 million increase due to lower placements of equipment on operating leases reflecting decreased installs.
- $43 million increase in dividends received from equity investments (other than Fuji Xerox) representing the accumulation of earnings over multiple years.
- $36 million increase from finance receivables primarily related to a higher level of run-off due to lower originations.

The $635 million of voluntary contributions to our domestic tax-qualified defined benefit plans included an incremental $500 million that was funded through a Senior Note offering in 2017. See **Cash Flows from Financing Activities** below.

Cash Flows from Investing Activities

Net cash used in investing activities of continuing operations was $29 million for the year ended December 31, 2018. The $194 million decrease in cash from 2017 was primarily due to the following:

- $213 million decrease is primarily a result of the termination of certain accounts receivable sales arrangements in fourth quarter 2017.
- $127 million decrease due to the prior year receipt of the final payment on the performance-based instrument associated with our 1997 sale of The Resolution Group (TRG).
- $20 million decrease due to proceeds from the prior year sale of the Xerox Research Centre in Grenoble, France.
- $57 million increase from the sale of non-core business assets of $31 million and the sale of surplus buildings in Ireland of $26 million in 2018.
- $87 million increase due to no acquisitions in 2018.
- $29 million increase due to the prior year refund of cash received in 2016 for a cancelled business agreement.

Net cash provided by investing activities of continuing operations was $165 million for the year ended December 31, 2017. The $1 million decrease in cash from 2016 was primarily due to the following:

- $58 million decrease due to the year-over-year impact from the 2017 refund of cash received in 2016 for a cancelled business agreement.
- $57 million decrease due to a higher level of acquisitions.
- $33 million decrease due to the timing of collections from accounts receivable sales arrangements.
- $22 million decrease from lower proceeds from the sale of assets. Prior year included proceeds from the sale of surplus technology assets.
- $127 million increase due to the receipt of the final payment on the performance-based instrument associated with our 1997 sale of The Resolution Group (TRG).
- $33 million increase due to lower capital expenditures.
- $20 million increase due to proceeds from the sale of the Xerox Research Centre in Grenoble, France in 2017.

Cash Flows from Financing Activities

Net cash used in financing activities was $1,301 million for the year ended December 31, 2018. The $316 million increase in the use of cash from 2017 was primarily due to the following:

- $700 million increase due to the resumption of share repurchases in 2018.
- $161 million increase resulting from the prior year final cash adjustment with Conduent.
- $515 million decrease from net debt activity. 2018 reflects payments of $265 million on Senior Notes, $25 million related to the termination of a capital lease obligation and $19 million of bridge facility costs. 2017 reflects proceeds of $1.0 billion on new Senior Notes offset by payments of $1,475 million on Senior Notes, net payments of $326 million on the tender and exchange of certain Senior Notes and other payments and transaction costs of $24 million.
- $22 million decrease due to lower common stock dividends of $19 million and preferred stock dividends of $3 million.

Net cash used in financing activities was $985 million for the year ended December 31, 2017. The $1,569 million decrease in cash from 2016 was primarily due to the following:

- $1,747 million decrease from net debt activity. 2017 reflects proceeds of $1.0 billion on new Senior Notes offset by payments of $1,475 million on Senior Notes, net payments of $326 million on the tender and exchange of certain Senior Notes and other payments and transaction costs of $24 million. 2016 reflects net proceeds of $1.9 billion from debt incurred by Conduent in connection with the Separation partially offset by payments of $700 million on Senior Notes and $250 million on Notes.
- $14 million decrease due to the absence of a stock-based award vesting in 2016 and the related tax impact.
- $161 million increase reflecting the final cash adjustment with Conduent, included in Other financing, net.
- $40 million increase due to lower common stock dividends of $33 million and preferred stock dividends of $7 million.

Statements of Cash Flows Reporting Changes

In 2018, we adopted the following Accounting Standard Updates (ASUs), which required the revision of previously reported amounts in the 2017 and 2016 Statements of Cash Flows:

- ASU 2016-15 - Statement of Cash Flows - Classification of Certain Cash Receipts and Cash Payments.
- ASU 2016-18 - Statement of Cash Flows - Restricted Cash.

Refer to Note 1 – Basis of Presentation and Summary of Significant Accounting Policies in our Consolidated Financial Statements for additional information regarding the adoption of these standards. The following table reflects the adjustments of selected lines from our 2017 and 2016 Consolidated Statements of Cash Flows to the revised amounts as a result of the adoption of these updates:

	Year Ended December 31, 2017			Year Ended December 31, 2016		
(in millions)	As Reported	Adjustment	As Recasted	As Reported	Adjustment	As Recasted
Cash Flows from Operating Activities						
Collections of deferred proceeds from sales of receivables	$ 213	$ (213)	$ —	$ 246	$ (246)	$ —
Collections on beneficial interest from sales of finance receivables	21	(21)	—	24	(24)	—
(Increase) decrease in other current and long-term assets	(17)	(2)	(19)	82	(6)	76
Decrease in other current and long-term liabilities	(15)	(65)	(80)	(51)	(26)	(77)
Net cash provided by (used in) operating activities of continuing operations	122	(301)	(179)	1,018	(302)	716
Net cash (used in) provided by operating activities of discontinued operations	(88)	—	(88)	77	5	82
Net cash provided by (used in) operating activities	34	(301)	(267)	1,095	(297)	798
Cash Flows from Investing Activities						
Collections of deferred proceeds from sales of receivables	—	213	213	—	246	246
Collections on beneficial interest from sales of finance receivables	—	21	21	—	24	24
Other investing, net	138	(38)	100	(3)	42	39
Net cash (used in) provided by investing activities of continuing operations	(31)	196	165	(146)	312	166
Net cash used in investing activities of discontinued operations	—	—	—	(251)	—	(251)
Net cash (used in) provided by investing activities	(31)	196	165	(397)	312	(85)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	52	1	53	(30)	13	(17)
Increase in cash, cash equivalents and restricted cash of discontinued operations	—	—	—	(257)	(5)	(262)
(Decrease) increase in cash, cash equivalents and restricted cash	(930)	(104)	(1,034)	995	23	1,018
Cash, cash equivalents and restricted cash at beginning of year	2,223	179	2,402	1,228	156	1,384
Cash, Cash Equivalents and Restricted Cash at End of Year	$ 1,293	$ 75	$ 1,368	$ 2,223	$ 179	$ 2,402

Cash, Cash Equivalents and Restricted Cash

Refer to Note 13 - Supplementary Financial Information in the Consolidated Financial Statements for additional information regarding Cash, cash equivalents and restricted cash.

Debt and Customer Financing Activities

The following summarizes our total debt:

(in millions)	December 31, 2018	December 31, 2017
Principal debt balance[1]	$ 5,281	$ 5,579
Net unamortized discount	(25)	(35)
Debt issuance costs	(25)	(32)
Fair value adjustments[2]		
- terminated swaps	2	4
- current swaps	(3)	1
Total Debt	$ 5,230	$ 5,517

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(1) Includes Notes Payable of $6 million as of December 31, 2017. There were no Notes Payable as of December 31, 2018.

(2) Fair value adjustments include the following: (i) fair value adjustments to debt associated with terminated interest rate swaps, which are being amortized to interest expense over the remaining term of the related notes; and (ii) changes in fair value of hedged debt obligations attributable to movements in benchmark interest rates. Hedge accounting requires hedged debt instruments to be reported inclusive of any fair value adjustment.

Refer to Note 14 - Debt in the Consolidated Financial Statements for additional information regarding our debt.

Finance Assets and Related Debt

We provide lease equipment financing to our customers. Our lease contracts permit customers to pay for equipment over time rather than at the date of installation. Our investment in these contracts is reflected in total finance assets, net. We primarily fund our customer financing activity through cash generated from operations, cash on hand, sales and securitizations of finance receivables and proceeds from capital markets offerings.

We have arrangements, in certain international countries and domestically, with our small and mid-sized customers in which third-party financial institutions independently provide lease financing directly to our customers, on a non-recourse basis to Xerox. In these arrangements, we sell and transfer title of the equipment to these financial institutions. Generally, we have no continuing ownership rights in the equipment subsequent to its sale; therefore, the unrelated third-party finance receivable and debt are not included in our Consolidated Financial Statements.

The following represents our total finance assets, net associated with our lease and finance operations:

(in millions)	December 31, 2018	December 31, 2017
Total finance receivables, net[1]	$ 3,472	$ 3,752
Equipment on operating leases, net	442	454
Total Finance assets, net [2]	$ 3,914	$ 4,206

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(1) Includes (i) Billed portion of finance receivables, net, (ii) Finance receivables, net and (iii) Finance receivables due after one year, net as included in our Consolidated Balance Sheets.

(2) The change from December 31, 2017 includes a decrease of $94 million due to currency.

Our lease contracts permit customers to pay for equipment over time rather than at the date of installation; therefore, we maintain a certain level of debt (that we refer to as financing debt) to support our investment in these lease contracts, which are reflected in total finance receivables, net. For this financing aspect of our business, we maintain an assumed 7:1 leverage ratio of debt to equity as compared to our finance assets.

Based on this leverage, the following represents the breakdown of total debt between financing debt and core debt:

(in millions)	December 31, 2018	December 31, 2017
Finance receivables debt[1]	$ 3,038	$ 3,283
Equipment on operating leases debt	387	397
Financing debt	3,425	3,680
Core debt	1,805	1,837
Total Debt	$ 5,230	$ 5,517

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(1) Finance receivables debt is the basis for our calculation of "Cost of financing" expense in the Consolidated Statements of Income (Loss).

In 2019, we expect to continue leveraging our finance assets at an assumed 7:1 ratio of debt to equity.

Capital Market Activity

Refer to Note 14 - Debt in the Consolidated Financial Statements for additional information.

Refer to Note 5 - Divestitures in the Consolidated Financial Statements for additional information regarding capital activity associated with the Separation and Distribution of Conduent.

Financial Instruments

Refer to Note 15 - Financial Instruments in the Consolidated Financial Statements for additional information.

Sales of Accounts Receivable

The net impact from the sales of accounts receivable on reported net cash flows is summarized below:

	Year Ended December 31,		
(in millions)	2018	2017	2016
Estimated (decrease) increase to net cash flows(1)(2)	$ (23)	$ (341)	$ 30

(1) *Represents the difference between current and prior year fourth quarter accounts receivable sales adjusted for the effects of: (i) the deferred proceeds, (ii) collections prior to the end of the year and (iii) currency.*
(2) *2017 includes a decrease of approximately $350 million associated with the termination of certain accounts receivable sale programs in the fourth quarter 2017.*

Refer to Note 6 - Accounts Receivable, Net in the Consolidated Financial Statements for additional information regarding our accounts receivable sales arrangements.

Sales of Finance Receivables

In 2013 and 2012, we sold our entire interest in certain groups of lease finance receivables to third-party entities for cash proceeds and beneficial interests. There have been no transfers or sales of finance receivables since 2013. The net impact from those prior period sales of finance receivables on reported net cash flows is summarized below:

	Year Ended December 31,		
(in millions)	2018	2017	2016
Impact from prior sales of finance receivables(1)	$ —	$ (81)	$ (186)
Collections on beneficial interests	—	26	30
Estimated decrease to net cash flows	$ —	$ (55)	$ (156)

(1) *Represents cash that would have been collected if we had not sold finance receivables.*

Refer to Note 7 - Finance Receivables, Net in the Consolidated Financial Statements for additional information regarding our sales of finance receivables.

Share Repurchase Programs - Treasury Stock

In July 2018, the Board of Directors authorized a $1.0 billion share repurchase program (exclusive of any commissions and other transaction fees and costs). The program replaced the $245 million of authority remaining under the Company's previously authorized share repurchase program.

During 2018, we repurchased 26.1 million shares of our common stock for an aggregate cost of $700 million, including fees. Through February 25, 2019, we repurchased an additional 0.9 million in shares with an aggregate cost of $28 million, including fees, for a cumulative total of 27.0 million shares at a cost of $728 million, including fees. No shares were repurchased during 2017 or 2016.

In January 2019, the Board of Directors authorized an incremental $1.0 billion share repurchase program (exclusive of any commissions and other transaction fees and costs). We expect to repurchase at least $300 million of shares during 2019.

Refer to Note 21 - Shareholders' Equity – Treasury Stock in the Consolidated Financial Statements for additional information regarding our share repurchase program.

Dividends

The Board of Directors declared aggregate dividends of $251 million, $259 million and $317 million on common stock in 2018, 2017 and 2016, respectively. The decrease in 2017 as compared to 2016 is primarily due to the decrease of the quarterly dividend to 25 cents per share from 31 cents per share following the separation of Conduent in 2016.

The Board of Directors declared aggregate dividends of $14 million in 2018 and 2017 on the Series B Convertible Preferred Stock and $24 million in 2016 on the Series A Convertible Preferred Stock.

Liquidity and Financial Flexibility

We manage our worldwide liquidity using internal cash management practices, which are subject to (i) the statutes, regulations and practices of each of the local jurisdictions in which we operate, (ii) the legal requirements of the agreements to which we are a party and (iii) the policies and cooperation of the financial institutions we utilize to maintain and provide cash management services.

Our principal debt maturities are in line with historical and projected cash flows and are spread over the next five years as follows (in millions):

Year	Amount[(2)]
2019 - Q1[(1)]	$ 407
2019 - Q2	—
2019 - Q3	—
2019 - Q4	554
2020	1,052
2021	1,064
2022	302
2023	1,002
2024 and thereafter	900
Total	$ 5,281

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(1) Includes no Notes Payable.
(2) Includes fair value adjustments.

Foreign Cash

At December 31, 2018, we had $1.1 billion of cash and cash equivalents on a consolidated basis of which approximately $450 million was held outside of the U.S. by our foreign subsidiaries. As a result of the Tax Act enacted in December 2017, the estimated tax impacts associated with future repatriation of our foreign cash have been reflected in our financial statements as of December 31, 2018.

Refer to Note 18 - Income and Other Taxes in our Consolidated Financial Statements for additional information.

Loan Covenants and Compliance

At December 31, 2018, we were in full compliance with the covenants and other provisions of our Credit Facility and Senior Notes. We have the right to terminate the Credit Facility without penalty. Failure to comply with material provisions or covenants of the Credit Facility and Senior Notes could have a material adverse effect on our liquidity and operations and our ability to continue to fund our customers' purchases of Xerox equipment.

Refer to Note 14 - Debt in the Consolidated Financial Statements for additional information regarding debt arrangements.

Contractual Cash Obligations and Other Commercial Commitments and Contingencies

At December 31, 2018, we had the following contractual cash obligations and other commercial commitments and contingencies:

(in millions)	2019	2020	2021	2022	2023	Thereafter
Total debt, including capital lease obligations[1]	$ 961	$ 1,052	$ 1,064	$ 302	$ 1,002	$ 900
Interest on debt[1]	207	162	113	86	55	515
Minimum operating lease commitments[2]	114	88	64	50	36	27
Defined benefit pension plans	135	—	—	—	—	—
Retiree health payments	35	33	32	31	30	130
Estimated Purchase Commitments:						
Fuji Xerox[3]	1,501	—	—	—	—	—
Flex[4]	346	—	—	—	—	—
Other[5]	286	132	34	15	6	3
Total[6]	$ 3,585	$ 1,467	$ 1,307	$ 484	$ 1,129	$ 1,575

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(1) Total debt for 2018 includes no Notes Payable. Refer to Note 14 - Debt in the Consolidated Financial Statements for additional information regarding debt and interest on debt.

(2) Refer to Note 9 - Land, Buildings, Equipment and Software, Net in the Consolidated Financial Statements for additional information related to minimum operating lease commitments.

(3) Fuji Xerox: The amount included in the table reflects our estimate of purchases over the next year and is not a contractual commitment. Refer to Note 10 - Investments in Affiliates, at Equity in the Consolidated Financial Statements for additional information related to transactions with Fuji Xerox.

(4) Flex: We outsource certain manufacturing activities to Flex (formerly "Flextronics"). The amount included in the table reflects our estimate of purchases over the next year and is not a contractual commitment. In the past two years, actual purchases from Flex averaged approximately $365 million per year.

(5) Other purchase commitments: We enter into other purchase commitments with vendors in the ordinary course of business. Our policy with respect to all purchase commitments is to record losses, if any, when they are probable and reasonably estimable. We currently do not have, nor do we anticipate, material loss contracts.

(6) Total obligations do not include payments for the deemed repatriation tax recorded as part of the estimated charge for the Tax Act as we expect to utilize our existing foreign tax credit carryforwards to settle this obligation. Refer to Note 18 - Income and Other Taxes in the Consolidated Financial Statements for additional information regarding the estimated charge associated with the Tax Act.

Pension and Retiree Health Benefit Plans

We sponsor defined benefit pension plans and retiree health plans that require periodic cash contributions. Our 2018 cash contributions for these plans were $144 million for our defined benefit pension plans and $57 million for our retiree health plans.

In 2019, based on current actuarial calculations, we expect to make contributions of approximately $135 million to our worldwide defined benefit pension plans and $35 million to our retiree health benefit plans. There are no contributions required in 2019 for our U.S. tax-qualified defined benefit plans to meet the minimum funding requirements.

Contributions to our defined benefit pension plans in subsequent years will depend on a number of factors, including the investment performance of plan assets and discount rates as well as potential legislative and plan changes. At December 31, 2018, the net unfunded balances of our U.S. and Non-U.S. defined benefit pension plans were $876 million and $278 million, respectively, or $1,154 million in the aggregate, which is a $197 million decrease from the balance at December 31, 2017. The decrease is primarily due to 2018 contributions and the reduction of the benefit obligation due to the impact of higher discount rates. Approximately $775 million of the $1,154 million net unfunded balance is attributable to certain plans that do not require funding.

Cash contributions to our retiree health plans are made each year to cover medical claims costs incurred during the year. The amounts reported in the above table as retiree health payments represent our estimate of future benefit payments. Our retiree health benefit plans are non-funded and are primarily related to domestic operations. The unfunded balance of our retiree health plans is $385 million at December 31, 2018, which is a $338 million decrease from the unfunded balance at December 31, 2017. The decrease primarily reflects the impact of an amendment to our U.S. Retiree Health Plan in 2018 as well as the reduction of the benefit obligation due to the impact of higher discount rates and cash contributions.

Refer to Note 17 - Employee Benefit Plans in the Consolidated Financial Statements for additional information regarding contributions to our defined benefit pension and retiree health plans.

Fuji Xerox

We purchased products, including parts and supplies, from Fuji Xerox totaling $1.5 billion, $1.6 billion and $1.6 billion in 2018, 2017 and 2016, respectively. Our product supply agreements with Fuji Xerox are designed to support the entire product lifecycle, end-to-end, including the availability of spare parts, consumables and technical support throughout the time such products are with our customers. Our purchase orders under such agreements are made in the normal course of business and typically have a lead time of three months. Related party transactions with Fuji Xerox are discussed in Note 10 - Investments in Affiliates, at Equity in the Consolidated Financial Statements.

Brazil Contingencies

Our Brazilian operations have received or been the subject of numerous governmental assessments related to indirect and other taxes. The tax matters principally relate to claims for taxes on the internal transfer of inventory, municipal service taxes on rentals and gross revenue taxes. We are disputing these tax matters and intend to vigorously defend our positions. Based on the opinion of legal counsel and current reserves for those matters deemed probable of loss, we do not believe that the ultimate resolution of these matters will materially impact our results of operations, financial position or cash flows.

As of December 31, 2018, the total amounts related to the unreserved portion of the tax contingencies, inclusive of related interest, amounted to approximately $500 million with the decrease from the December 31, 2017 balance of approximately $585 million, primarily related to currency and closed cases partially offset by interest. With respect to the unreserved balance of approximately $500 million, the majority has been assessed by management as being remote as to the likelihood of ultimately resulting in a loss to the Company. In connection with the above proceedings, customary local regulations may require us to make escrow cash deposits or post other security of up to half of the total amount in dispute. As of December 31, 2018, we had $58 million of escrow cash deposits for the tax matters we are disputing and additional letters of credit and surety bonds of $104 million and $106 million, respectively, which include associated indexation. There were no liens on Brazilian assets as of December 31, 2018. Generally, any escrowed amounts would be refundable and any liens would be removed to the extent the matters are resolved in our favor. We are also involved in certain disputes with contract and former employees. Exposures related to labor matters are not material to the financial statements as of December 31, 2018. We routinely assess all these matters as to probability of ultimately incurring a liability against our Brazilian operations and record our best estimate of the ultimate loss in situations where we assess the likelihood of an ultimate loss as probable.

Other Contingencies and Commitments

As more fully discussed in Note 19 - Contingencies and Litigation in the Consolidated Financial Statements, we are involved in a variety of claims, lawsuits, investigations and proceedings concerning: securities law; governmental entity contracting, servicing and procurement law; intellectual property law; environmental law; employment law; the Employee Retirement Income Security Act (ERISA); and other laws and regulations. In addition, guarantees, indemnifications and claims may arise during the ordinary course of business from relationships with suppliers, customers and non-consolidated affiliates. Nonperformance under a contract including a guarantee, indemnification or claim could trigger an obligation of the Company.

We determine whether an estimated loss from a contingency should be accrued by assessing whether a loss is deemed probable and can be reasonably estimated. Should developments in any of these areas cause a change in our determination as to an unfavorable outcome and result in the need to recognize a material accrual, or should any of these matters result in a final adverse judgment or be settled for significant amounts, they could have a material adverse effect on our results of operations, financial position and cash flows in the period or periods in which such change in determination, judgment or settlement occurs.

Unrecognized Tax Benefits

As of December 31, 2018, we had $108 million of unrecognized tax benefits. This represents the tax benefits associated with various tax positions taken, or expected to be taken, on domestic and foreign tax returns that have not been recognized in our financial statements due to uncertainty regarding their resolution. The resolution or settlement of these tax positions with the taxing authorities is at various stages and, therefore, we are unable to make a reliable estimate of the eventual cash flows by period that may be required to settle these matters. In addition, certain of these matters may not require cash settlement due to the existence of credit and net operating loss carryforwards, as well as other offsets, including the indirect benefit from other taxing jurisdictions that may be available.

Refer to Note 18 - Income and Other Taxes in the Consolidated Financial Statements for additional information regarding unrecognized tax benefits.

Off-Balance Sheet Arrangements

We may occasionally utilize off-balance sheet arrangements in our operations (as defined by the SEC Financial Reporting Release 67 (FRR-67), “Disclosure in Management’s Discussion and Analysis about Off-Balance Sheet Arrangements and Aggregate Contractual Obligations”). We enter or have entered into the following arrangements that have off-balance sheet elements:

- Operating leases in the normal course of business. The nature of these lease arrangements is discussed in Note 9 - Land, Buildings, Equipment and Software, Net in the Consolidated Financial Statements.
- Accounts receivable sales facilities. During 2017, we terminated all accounts receivable sales arrangements in North America and all but one arrangement in Europe. Refer to Note 6 - Accounts Receivable, Net in the Consolidated Financial Statements for further information regarding accounts receivable sales.
- Sales of finance receivables. During 2013 and 2012, we entered into arrangements to transfer and sell finance receivables. During 2017, we exercised the various clean-up calls we, as the servicer, held on the sold receivables and accordingly repurchased the remaining balances of the previously derecognized receivables and terminated the programs. Refer to Note 7 - Finance Receivables, Net in the Consolidated Financial Statements for further information regarding these sales. There were no sales of finance receivables since 2013.

As of December 31, 2018, we do not believe we have any off-balance sheet arrangements that have, or are reasonably likely to have, a material current or future effect on financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

In addition, see the preceding table for the Company's contractual cash obligations and other commercial commitments and Note 19 - Contingencies and Litigation in the Consolidated Financial Statements for additional information regarding contingencies, guarantees, indemnifications and warranty liabilities.

Non-GAAP Financial Measures

We have reported our financial results in accordance with generally accepted accounting principles (GAAP). In addition, we have discussed our results using the non-GAAP measures described below. We believe these non-GAAP measures allow investors to better understand the trends in our business and to better understand and compare our results. Accordingly, we believe it necessary to adjust several reported amounts, determined in accordance with GAAP, to exclude the effects of certain items as well as their related income tax effects.

A reconciliation of these non-GAAP financial measures to the most directly comparable financial measures calculated and presented in accordance with GAAP are set forth below in the following tables as well as the fourth quarter 2018 presentation slides available at www.xerox.com/investor.

Adjusted Earnings Measures

- Net income and Earnings per share (EPS)
- Effective tax rate

The above measures were adjusted for the following items:

Amortization of intangible assets: The amortization of intangible assets is driven by our acquisition activity which can vary in size, nature and timing as compared to other companies within our industry and from period to period. The use of intangible assets contributed to our revenues earned during the periods presented and will contribute to our future period revenues as well. Amortization of intangible assets will recur in future periods.

Restructuring and related costs: Restructuring and related costs include restructuring and asset impairment charges as well as costs associated with our transformation programs beyond those normally included in restructuring and asset impairment charges. Restructuring consists of costs primarily related to severance and benefits paid to employees pursuant to formal restructuring and workforce reduction plans. Asset impairment includes costs incurred for those assets sold, abandoned or made obsolete as a result of our restructuring actions, exiting from a business or other strategic business changes. Additional costs for our transformation programs are primarily related to the implementation of strategic actions and initiatives and include third-party professional service costs as well as one-time incremental costs. All of these costs can vary significantly in terms of amount and frequency based on the nature of the actions as well as the changing needs of the business. Accordingly, due to that significant variability, we will exclude these charges since we do not believe they provide meaningful insight into our current or past operating performance nor do we believe they are reflective of our expected future operating expenses as such charges are expected to yield future benefits and savings with respect to our operational performance.

Non-service retirement-related costs: Our defined benefit pension and retiree health costs include several elements impacted by changes in plan assets and obligations that are primarily driven by changes in the debt and equity markets as well as those that are predominantly legacy in nature and related to employees who are no longer providing current service to the company (e.g. retirees and ex-employees). These elements include (i) interest cost, (ii) expected return on plan assets, (iii) amortization of prior plan amendments, (iv) amortized actuarial gains/losses and (v) the impacts of any plan settlements/curtailments. Accordingly, we consider these elements of our periodic retirement plan costs to be outside the operational performance of the business or legacy costs and not necessarily indicative of current or future cash flow requirements. This approach is consistent with the classification of these costs as non-operating in Other expenses, net as a result of our adoption of ASU 2017-07 - Reporting of Retired Related Benefit Costs in 2018. Adjusted earnings will continue to include the service cost elements of our retirement costs, which is related to current employee service as well as the cost of our defined contribution plans.

Transaction and related costs, net: Transaction and related costs, net are expenses incurred in connection with Xerox's planned combination transaction with Fuji Xerox, which was terminated in May 2018, as well as costs and expenses related to the previously disclosed settlement agreement reached with certain shareholders and litigation related to the terminated transaction and other shareholder actions. These costs are considered incremental to our normal operating charges and were incurred or are expected to be incurred solely as a result of the planned combination transaction and the related shareholder settlement agreement and litigation. Accordingly, we are excluding these expenses from our Adjusted Earnings Measures in order to evaluate our performance on a comparable basis.

Restructuring and other charges - Fuji Xerox: We adjust our 25% share of Fuji Xerox's net income for similar items noted above such as Restructuring and related costs and Transaction and related costs, net based on the same rationale discussed above.

Other discrete, unusual or infrequent items: In addition, we have also excluded the following additional items given their discrete, unusual or infrequent nature and their impact on our results for the period:

- 2018 - Contract termination costs associated with a minimum purchase commitment for IT services.
- 2017 - Losses on early extinguishment of debt.
- 2017 - A benefit from the remeasurement of a tax matter that related to a previously adjusted item.
- 2018 and 2017 - The impacts associated with the Tax Cuts and Jobs Act (the "Tax Act") enacted in December 2017. See the **Income Taxes** section in the MD&A for further explanation.

We believe the exclusion of these items allows investors to better understand and analyze the results for the period as compared to prior periods and expected future trends in our business.

Adjusted Operating Income and Margin

We also calculate and utilize adjusted operating income and margin measures by adjusting our pre-tax income and margin amounts. In addition to the costs and expenses noted as adjustments for our Adjusted Earnings measures, adjusted operating income and margin also exclude the remaining amounts included in Other expenses, net, which are primarily comprised of Non-financing interest expense and certain other non-operating costs and expenses. We exclude these amounts in order to evaluate our current and past operating performance and to better understand the expected future trends in our business. Adjusted operating income and margin also include Equity in net income of unconsolidated affiliates. Equity in net income of unconsolidated affiliates primarily reflects our 25% share of Fuji Xerox's net income. In 2019, we plan on modifying the definition of Adjusted operating margin to exclude Equity in net income of unconsolidated affiliates - accordingly in 2019 adjusted operating margin will be compared to a revised full-year 2018 adjusted operating margin on the same basis.

Constant Currency (CC)

Refer to the **Currency Impact** section in the MD&A for discussion of this measure and its use in our analysis of revenue growth.

Summary

Management believes that all of these non-GAAP financial measures provide an additional means of analyzing the current period's results against the corresponding prior period's results. However, these non-GAAP financial measures should be viewed in addition to, and not as a substitute for, the company's reported results prepared in accordance with GAAP. Our non-GAAP financial measures are not meant to be considered in isolation or as a substitute for comparable GAAP measures and should be read only in conjunction with our Consolidated Financial Statements prepared in accordance with GAAP. Our management regularly uses our supplemental non-GAAP financial measures internally to understand, manage and evaluate our business and make operating decisions. These non-GAAP measures are among the primary factors management uses in planning for and forecasting future periods. Compensation of our executives is based in part on the performance of our business based on these non-GAAP measures.

Net Income and EPS reconciliation

	Year Ended December 31,					
	2018		2017		2016	
(in millions, except per share amounts)	Net Income	EPS	Net Income	EPS	Net Income	EPS
Reported(1)	$ 361	$ 1.38	$ 192	$ 0.70	$ 622	$ 2.33
Adjustments:						
Restructuring and related costs	158		216		259	
Amortization of intangible assets	48		53		58	
Transaction and related costs, net	68		9		—	
Non-service retirement related costs	150		188		121	
Contract termination costs - IT services	43		—		—	
Loss on early extinguishment of debt	—		20		—	
Income tax on adjustments(2)	(119)		(166)		(145)	
Restructuring and other charges - Fuji Xerox(3)	95		10		3	
Tax Act	89		400		—	
Remeasurement of unrecognized tax positions	—		(16)		—	
Adjusted	$ 893	$ 3.46	$ 906	$ 3.45	$ 918	$ 3.49
Dividends on preferred stock used in adjusted EPS calculation(4)		$ —		$ —		$ 24
Weighted average shares for adjusted EPS(4)		258		263		256
Fully diluted shares at December 31, 2018(5)		240				

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(1) *Net income and EPS from continuing operations attributable to Xerox.*
(2) *Refer to Effective Tax Rate reconciliation.*
(3) *Other charges in 2018 represent costs associated with the terminated combination transaction.*
(4) *For those periods that exclude the preferred stock dividend, the average shares for the calculations of diluted EPS include 7 million shares associated with our Series B convertible preferred stock, as applicable.*
(5) *Represents common shares outstanding at December 31, 2018 as well as shares associated with our Series B convertible preferred stock plus potential dilutive common shares used for the calculation of diluted earnings per share for the year ended December 31, 2018.*

Effective Tax Rate reconciliation

	Year Ended December 31,								
	2018			2017			2016		
(in millions)	Pre-Tax Income	Income Tax Expense	Effective Tax Rate	Pre-Tax Income	Income Tax Expense	Effective Tax Rate	Pre-Tax Income	Income Tax Expense	Effective Tax Rate
Reported(1)	$ 598	$ 257	43.0%	$ 570	$ 481	84.4%	$ 568	$ 62	10.9%
Non-GAAP Adjustments(2)	467	119		486	166		438	145	
Tax Act	—	(89)		—	(400)		—	—	
Remeasurement of unrecognized tax positions	—	—		—	16		—	—	
Adjusted(3)	$ 1,065	$ 287	26.9%	$ 1,056	$ 263	24.9%	$ 1,006	$ 207	20.6%

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(1) *Pre-tax Income and Income tax expense from continuing operations.*
(2) *Refer to Net Income and EPS reconciliation for details.*
(3) *The tax impact on Adjusted Pre-Tax Income from continuing operations is calculated under the same accounting principles applied to the Reported Pre-Tax Income under ASC 740, which employs an annual effective tax rate method to the results.*

Operating Income and Margin reconciliation

	Year Ended December 31,								
	2018			2017			2016		
(in millions)	Profit	Revenue	Margin	Profit	Revenue	Margin	Profit	Revenue	Margin
Reported[1]	$ 598	$ 9,830	6.1%	$ 570	$ 10,265	5.6%	$ 568	$ 10,771	5.3%
Adjustments:									
Restructuring and related costs	158			216			259		
Amortization of intangible assets	48			53			58		
Transaction and related costs, net	68			9			—		
Equity in net income of unconsolidated affiliates	33			115			127		
Restructuring and other costs - Fuji Xerox[2]	95			10			3		
Other expenses, net[3], [4]	268			329			321		
Adjusted	$ 1,268	$ 9,830	12.9%	$ 1,302	$ 10,265	12.7%	$ 1,336	$ 10,771	12.4%
Equity in net income of unconsolidated affiliates	(33)			(115)			(127)		
Fuji Xerox restructuring charge	(95)			(10)			(3)		
Adjusted (Effective for 2019)	$ 1,140	$ 9,830	11.6%	$ 1,177	$ 10,265	11.5%	$ 1,206	$ 10,771	11.2%

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(1) *Pre-tax Income and revenue from continuing operations.*
(2) *Other charges in 2017 represent costs associated with the terminated combination transaction.*
(3) *Includes Non-service retirement-related costs of $150 million, $188 million and $121 million for the years ended December 31, 2018, 2017 and 2016, respectively.*
(4) *Includes a $43 million penalty associated with the termination of an IT services arrangement for the year ended December 31, 2018.*

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Financial Risk Management

We are exposed to market risk from foreign currency exchange rates and interest rates, which could affect operating results, financial position and cash flows. We manage our exposure to these market risks through our regular operating and financing activities and, when appropriate, through the use of derivative financial instruments. We utilized derivative financial instruments to hedge economic exposures, as well as reduce earnings and cash flow volatility resulting from shifts in market rates.

Recent market events have not caused us to materially modify or change our financial risk management strategies with respect to our exposures to interest rate and foreign currency risk. Refer to Note 15 - Financial Instruments in the Consolidated Financial Statements for additional discussion on our financial risk management.

Foreign Exchange Risk Management

Assuming a 10% appreciation or depreciation in foreign currency exchange rates from the quoted foreign currency exchange rates at December 31, 2018, it would not significantly change the fair value of foreign currency-denominated assets and liabilities as all material currency asset and liability exposures were economically hedged as of December 31, 2018. A 10% appreciation or depreciation of the U.S. Dollar against all currencies from the quoted foreign currency exchange rates at December 31, 2018 would have an impact on our cumulative translation adjustment portion of equity of approximately $419 million. The net amount invested in foreign subsidiaries and affiliates, primarily Xerox Limited, Fuji Xerox and Xerox Canada Inc. and translated into U.S. Dollars using the year-end exchange rates, was approximately $4.2 billion at December 31, 2018.

Interest Rate Risk Management

The consolidated average interest rate associated with our total debt for 2018, 2017 and 2016 approximated 4.6%, 4.6%, and 4.7%, respectively. Interest expense includes the impact of our interest rate derivatives. The average interest rate for 2016 excludes interest associated with the $1.0 billion Term Loan Facility that was required to be repaid upon completion of the Separation and therefore was reported in discontinued operations in 2016.

Virtually all customer-financing assets earn fixed rates of interest. The interest rates on a significant portion of the Company's term debt are fixed.

As of December 31, 2018, $301 million of our total debt of $5.2 billion carried variable interest rates, including the effect of pay variable interest rate swaps, if any, which we may use to reduce the effective interest rate on our fixed coupon debt.

The fair market values of our fixed-rate financial instruments are sensitive to changes in interest rates. At December 31, 2018, a 10% change in market interest rates would change the fair values of such financial instruments by approximately $96 million.

Item 8. Financial Statements and Supplementary Data

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Xerox Corporation

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Xerox Corporation and its subsidiaries (the "Company") as of December 31, 2018 and 2017, and the related consolidated statements of income (loss), comprehensive income (loss), shareholders' equity and cash flows for each of the three years in the period ended December 31, 2018, including the related notes and financial statement schedule listed in the index appearing under Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2018 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Change in Accounting Principle

As discussed in Note 2 to the consolidated financial statements, the Company changed the manner in which it accounts for revenues from contracts with customers in 2018.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PRICEWATERHOUSECOOPERS LLP

PricewaterhouseCoopers LLP

Stamford, Connecticut

February 25, 2019

We have served as the Company's auditor since 2001.

Reports of Management

Management's Responsibility for Financial Statements

Our management is responsible for the integrity and objectivity of all information presented in this annual report. The Consolidated Financial Statements were prepared in conformity with accounting principles generally accepted in the United States of America and include amounts based on management's best estimates and judgments. Management believes the Consolidated Financial Statements fairly reflect the form and substance of transactions and that the financial statements fairly represent the Company's financial position and results of operations.

The Audit Committee of the Board of Directors, which is composed solely of independent directors, meets regularly with the independent auditors, PricewaterhouseCoopers LLP, the internal auditors and representatives of management to review accounting, financial reporting, internal control and audit matters, as well as the nature and extent of the audit effort. The Audit Committee is responsible for the engagement of the independent auditors. The independent auditors and internal auditors have free access to the Audit Committee.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in the rules promulgated under the Securities Exchange Act of 1934. Under the supervision and with the participation of our management, including our principal executive, financial and accounting officers, we have conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *"Internal Control - Integrated Framework* (2013)*"* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Based on the above evaluation, management has concluded that our internal control over financial reporting was effective as of December 31, 2018. The effectiveness of our internal control over financial reporting as of December 31, 2018 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report, which is included herein.

/s/ GIOVANNI VISENTIN	/s/ WILLIAM F. OSBOURN, JR.	/s/ JOSEPH H. MANCINI, JR.
Chief Executive Officer	**Chief Financial Officer**	**Chief Accounting Officer**

Xerox Corporation
Consolidated Statements of Income (Loss)

(in millions, except per-share data)	Year Ended December 31, 2018	2017	2016
Revenues			
Sales	$ 3,972	$ 4,073	$ 4,319
Services, maintenance and rentals	5,590	5,898	6,127
Financing	268	294	325
Total Revenues	9,830	10,265	10,771
Costs and Expenses			
Cost of sales	2,412	2,487	2,656
Cost of services, maintenance and rentals	3,359	3,518	3,682
Cost of financing	132	133	128
Research, development and engineering expenses	397	424	463
Selling, administrative and general expenses	2,390	2,526	2,636
Restructuring and related costs	158	216	259
Amortization of intangible assets	48	53	58
Transaction and related costs, net	68	9	—
Other expenses, net	268	329	321
Total Costs and Expenses	9,232	9,695	10,203
Income before Income Taxes and Equity Income	598	570	568
Income tax expense	257	481	62
Equity in net income of unconsolidated affiliates	33	115	127
Income from Continuing Operations	374	204	633
Income (loss) from discontinued operations, net of tax	—	3	(1,093)
Net Income (Loss)	374	207	(460)
Less: Net income attributable to noncontrolling interests	13	12	11
Net Income (Loss) Attributable to Xerox	$ 361	$ 195	$ (471)
Amounts attributable to Xerox:			
Net income from continuing operations	$ 361	$ 192	$ 622
Net income (loss) from discontinued operations	—	3	(1,093)
Net Income (Loss) Attributable to Xerox	$ 361	$ 195	$ (471)
Basic Earnings (Loss) per Share:			
Continuing operations	$ 1.40	$ 0.70	$ 2.36
Discontinued operations	—	0.01	(4.31)
Total Basic Earnings (Loss) per Share	$ 1.40	$ 0.71	$ (1.95)
Diluted Earnings (Loss) per Share:			
Continuing operations	$ 1.38	$ 0.70	$ 2.33
Discontinued operations	—	0.01	(4.26)
Diluted Earnings (Loss) per Share	$ 1.38	$ 0.71	$ (1.93)

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Corporation
Consolidated Statements of Comprehensive Income (Loss)

(in millions)	Year Ended December 31, 2018	2017	2016
Net Income (Loss)	$ 374	$ 207	$ (460)
Less: Net income attributable to noncontrolling interests	13	12	11
Net Income (Loss) Attributable to Xerox	$ 361	$ 195	$ (471)
Other Comprehensive (Loss) Income, Net[(1)]			
Translation adjustments, net	$ (242)	$ 483	$ (347)
Unrealized gains (losses), net	16	1	(15)
Changes in defined benefit plans, net	409	106	126
Other Comprehensive Income (Loss), Net	183	590	(236)
Less: Other comprehensive income (loss), net attributable to noncontrolling interests	—	1	(3)
Other Comprehensive Income (Loss), Net Attributable to Xerox	$ 183	$ 589	$ (233)
Comprehensive Income (Loss), Net	$ 557	$ 797	$ (696)
Less: Comprehensive income, net attributable to noncontrolling interests	13	13	8
Comprehensive Income (Loss), Net Attributable to Xerox	$ 544	$ 784	$ (704)

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(1) Refer to Note 23 - Other Comprehensive Income (Loss) for gross components of Other Comprehensive Income (Loss), reclassification adjustments out of Accumulated Other Comprehensive Loss and related tax effects.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Corporation
Consolidated Balance Sheets

(in millions, except share data in thousands)	December 31, 2018	December 31, 2017
Assets		
Cash and cash equivalents	$ 1,084	$ 1,293
Accounts receivable, net	1,276	1,357
Billed portion of finance receivables, net	105	112
Finance receivables, net	1,218	1,317
Inventories	818	915
Other current assets	194	236
Total current assets	4,695	5,230
Finance receivables due after one year, net	2,149	2,323
Equipment on operating leases, net	442	454
Land, buildings and equipment, net	499	629
Investments in affiliates, at equity	1,403	1,404
Intangible assets, net	220	268
Goodwill	3,867	3,930
Deferred tax assets	740	1,026
Other long-term assets	859	682
Total Assets	$ 14,874	$ 15,946
Liabilities and Equity		
Short-term debt and current portion of long-term debt	$ 961	$ 282
Accounts payable	1,091	1,108
Accrued compensation and benefits costs	349	444
Accrued expenses and other current liabilities	850	907
Total current liabilities	3,251	2,741
Long-term debt	4,269	5,235
Pension and other benefit liabilities	1,482	1,595
Post-retirement medical benefits	350	662
Other long-term liabilities	269	206
Total Liabilities	9,621	10,439
Commitments and Contingencies (See Note 19)		
Convertible Preferred Stock	214	214
Common stock	232	255
Additional paid-in capital	3,321	3,893
Treasury stock, at cost	(55)	—
Retained earnings	5,072	4,856
Accumulated other comprehensive loss	(3,565)	(3,748)
Xerox shareholders' equity	5,005	5,256
Noncontrolling interests	34	37
Total Equity	5,039	5,293
Total Liabilities and Equity	$ 14,874	$ 15,946
Shares of common stock issued	231,690	254,613
Treasury stock	(2,067)	—
Shares of common stock outstanding	229,623	254,613

The accompanying notes are an integral part of these Consolidated Financial Statements.

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Xerox Corporation
Consolidated Statements of Cash Flows

(in millions)	Year Ended December 31, 2018	2017	2016
Cash Flows from Operating Activities			
Net income (loss)	$ 374	$ 207	$ (460)
(Income) loss from discontinued operations, net of tax	—	(3)	1,093
Income from continuing operations	374	204	633
Adjustments required to reconcile Net income (loss) to Cash flows from operating activities			
Depreciation and amortization	526	527	563
Provisions	70	73	71
Deferred tax expense (benefit)	135	399	(9)
Net gain on sales of businesses and assets	(35)	(15)	(22)
Undistributed equity in net income of unconsolidated affiliates	(7)	(18)	(75)
Stock-based compensation	57	52	50
Restructuring and asset impairment charges	157	197	225
Payments for restructurings	(170)	(220)	(113)
Defined benefit pension cost	175	194	127
Contributions to defined benefit pension plans	(144)	(836)	(178)
Decrease (increase) in accounts receivable and billed portion of finance receivables	30	(529)	(151)
Decrease (increase) in inventories	35	(69)	7
Increase in equipment on operating leases	(248)	(217)	(268)
Decrease in finance receivables	166	162	126
Decrease (increase) in other current and long-term assets	29	(19)	76
Decrease in accounts payable	(18)	(15)	(250)
(Decrease) increase in accrued compensation	(112)	(27)	6
Increase (decrease) in other current and long-term liabilities	51	(80)	(77)
Net change in income tax assets and liabilities	41	11	(182)
Net change in derivative assets and liabilities	(14)	75	(30)
Other operating, net	42	(28)	187
Net cash provided by (used in) operating activities of continuing operations	1,140	(179)	716
Net cash (used in) provided by operating activities of discontinued operations	—	(88)	82
Net cash provided by (used in) operating activities	1,140	(267)	798
Cash Flows from Investing Activities			
Cost of additions to land, buildings, equipment and software	(90)	(105)	(138)
Proceeds from sales of businesses and assets	59	23	25
Acquisitions, net of cash acquired	—	(87)	(30)
Collections of deferred proceeds from sales of receivables	—	213	246
Collections on beneficial interest from sales of finance receivables	—	21	24
Other investing, net	2	100	39
Net cash (used in) provided by investing activities of continuing operations	(29)	165	166
Net cash used in investing activities of discontinued operations	—	—	(251)
Net cash (used in) provided by investing activities	(29)	165	(85)
Cash Flows from Financing Activities			
Net (payments) proceeds on short-term debt	(5)	2	1,888
Proceeds from issuance of long-term debt	9	1,008	25
Payments on long-term debt	(311)	(1,832)	(988)
Dividends	(269)	(291)	(331)
Payments to acquire treasury stock, including fees	(700)	—	—
Other financing, net	(25)	128	(10)
Net cash (used in) provided by financing activities	(1,301)	(985)	584
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(30)	53	(17)
Increase in cash, cash equivalents and restricted cash of discontinued operations	—	—	(262)
(Decrease) increase in cash, cash equivalents and restricted cash	(220)	(1,034)	1,018
Cash, cash equivalents and restricted cash at beginning of year	1,368	2,402	1,384
Cash, Cash Equivalents and Restricted Cash at End of Year	$ 1,148	$ 1,368	$ 2,402

The accompanying notes are an integral part of these Consolidated Financial Statements.

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Xerox Corporation
Consolidated Statements of Shareholders' Equity

(in millions)	Common Stock	Additional Paid-in Capital	Treasury Stock	Retained Earnings	AOCL[3]	Xerox Shareholders' Equity	Non-controlling Interests	Total Equity
Balance at December 31, 2015	$ 253	$ 3,777	$ —	$ 9,575	$ (4,630)	$ 8,975	$ 43	$ 9,018
Comprehensive (loss) income, net	—	—	—	(471)	(233)	(704)	8	(696)
Cash dividends declared- common[1]	—	—	—	(317)	—	(317)	—	(317)
Cash dividends declared - preferred[2]	—	—	—	(24)	—	(24)	—	(24)
Stock option and incentive plans, net	1	81	—	—	—	82	—	82
Distributions to noncontrolling interests	—	—	—	—	—	—	(13)	(13)
Separation of Conduent	—	—	—	(3,829)	526	(3,303)	—	(3,303)
Balance at December 31, 2016	$ 254	$ 3,858	$ —	$ 4,934	$ (4,337)	$ 4,709	$ 38	$ 4,747
Comprehensive income, net	—	—	—	195	589	784	13	797
Cash dividends declared- common[1]	—	—	—	(259)	—	(259)	—	(259)
Cash dividends declared - preferred[2]	—	—	—	(14)	—	(14)	—	(14)
Stock option and incentive plans, net	1	36	—	—	—	37	—	37
Distributions and purchase - noncontrolling interests	—	(1)	—	—	—	(1)	(14)	(15)
Balance at December 31, 2017	$ 255	$ 3,893	$ —	$ 4,856	$ (3,748)	$ 5,256	$ 37	$ 5,293
Cumulative effect of change in accounting principles[4]	—	—	—	120	—	120	—	120
Comprehensive income, net	—	—	—	361	183	544	13	557
Cash dividends declared- common[1]	—	—	—	(251)	—	(251)	—	(251)
Cash dividends declared - preferred[2]	—	—	—	(14)	—	(14)	—	(14)
Stock option and incentive plans, net	1	49	—	—	—	50	—	50
Payments to acquire treasury stock, including fees	—	—	(700)	—	—	(700)	—	(700)
Cancellation of treasury stock	(24)	(621)	645	—	—	—	—	—
Distributions to noncontrolling interests	—	—	—	—	—	—	(16)	(16)
Balance at December 31, 2018	$ 232	$ 3,321	$ (55)	$ 5,072	$ (3,565)	$ 5,005	$ 34	$ 5,039

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(1) *Cash dividends declared on common stock of $0.25 per share in each quarter of 2018, $0.25 per share in each quarter of 2017 and $0.31 per share in each quarter of 2016.*
(2) *Cash dividends declared on preferred stock of $20 per share in each quarter of 2018, 2017 and 2016.*
(3) *AOCL - Accumulated other comprehensive loss.*
(4) *Includes $117 related to the adoptions of the new Revenue Recognition Standard, see Note 2 - Revenue for additional information, and $3 related to our share of Fuji Xerox's adoption of ASU 2016-01 - Financial Instruments - Classification and Measurement.*

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Corporation
Notes to Consolidated Financial Statements
(in millions, except per-share data and where otherwise noted)

Note 1 – Basis of Presentation and Summary of Significant Accounting Policies

The accompanying Consolidated Financial Statements and footnotes of Xerox Corporation have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP).

References herein to "we," "us," "our," the "Company" and "Xerox" refer to Xerox Corporation and its consolidated subsidiaries unless the context suggests otherwise.

Description of Business

Xerox is a $9.8 billion global enterprise for document management solutions. We provide advanced document technology, services, software and genuine Xerox supplies for a range of customers including small and mid-size businesses, large enterprises, governments and graphic communications providers, and for our partners who serve them. We operate in approximately 160 countries worldwide.

Basis of Consolidation

The Consolidated Financial Statements include the accounts of Xerox Corporation and all of our controlled subsidiary companies. All significant intercompany accounts and transactions have been eliminated. Investments in business entities in which we do not have control, but we have the ability to exercise significant influence over operating and financial policies (generally 20% to 50% ownership) are accounted for using the equity method of accounting. Operating results of acquired businesses are included in the Consolidated Statements of Income (Loss) from the date of acquisition.

We consolidate variable interest entities if we are deemed to be the primary beneficiary of the entity. Operating results for variable interest entities in which we are determined to be the primary beneficiary are included in the Consolidated Statements of Income (Loss) from the date such determination is made.

For convenience and ease of reference, we refer to the financial statement caption "Income before Income Taxes and Equity Income" as "pre-tax income" throughout the Notes to the Consolidated Financial Statements.

Discontinued Operations

On December 31, 2016, we completed the separation of our Business Process Outsourcing (BPO) business through the distribution of all of the issued and outstanding stock of Conduent Incorporated to Xerox Corporation stockholders. As a result of the separation and distribution, the financial position and results of operations of the BPO Business are presented as discontinued operations and, as such, have been excluded from continuing operations for all periods presented.

Refer to Note 5 - Divestitures for additional information regarding discontinued operations and other divestitures.

Prior Period Adjustments

In third quarter 2018, we determined that the Pension Benefit Obligation (PBO) for our UK funded pension plan at December 31, 2017 was overstated by approximately GBP 40 million (approximately USD $53 or $43 after-tax). The error was the result of the plan administrator under-reporting benefit payments. The correction of the PBO was recorded as an out-of-period adjustment in the third quarter 2018 with the offset to the balance sheet recorded as a credit to Changes in defined benefit plans, net in Other comprehensive income for the period. We assessed the impact of this error and concluded that it was not material to the financial statements previously issued for any interim or annual period and the correction was not material to the annual financial statements for 2018.

Use of Estimates

The preparation of our Consolidated Financial Statements requires that we make estimates and assumptions that affect the reported amounts of assets and liabilities, as well as the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Future events and their effects cannot be predicted with certainty; accordingly, our accounting estimates require the exercise of judgment. The accounting estimates used in the preparation of our Consolidated Financial Statements will change as new events occur, as more experience is acquired, as additional information is obtained and as our operating environment changes. Our estimates are based on management's best available information including current events, historical experience, actions that the company may undertake in the future and on various other assumptions that are believed to be reasonable under the circumstances. As a result, actual results may be different from these estimates.

Changes in Estimates

In the ordinary course of accounting for the items discussed above, we make changes in estimates as appropriate and as we become aware of new or revised circumstances surrounding those estimates. Such changes and refinements in estimation methodologies are reflected in reported results of operations in the period in which the changes are made and, if material, their effects are disclosed in the Notes to the Consolidated Financial Statements and in Management's Discussion and Analysis of Financial Condition and Results of Operations.

New Accounting Standards and Accounting Changes

Except for the Accounting Standard Updates (ASUs) discussed below, the new ASUs issued by the FASB during the last two years did not have any significant impact on the Company.

Accounting Standard Updates to be Adopted:

Leases

In February 2016, the FASB issued **ASU 2016-02**, *Leases (ASC Topic 842)*, with additional amendments and targeted improvements being issued during 2018. This update supersedes existing lease accounting guidance found under ASC 840, Leases ("ASC 840") and requires the recognition of right-to-use assets and lease obligations by lessees for those leases currently classified as operating leases under existing lease guidance. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition. Short term leases with a term of 12 months or less are not required to be recognized. The update also requires qualitative and quantitative disclosure of key information regarding the amount, timing and uncertainty of cash flows arising from leasing arrangements to increase transparency and comparability among companies. The accounting for lessors does not fundamentally change with this update except for changes to conform and align guidance to the lessee guidance as well as to the new revenue recognition guidance in ASU 2014-09. Some of these conforming changes such as those related to the definition of lease term and minimum lease payments, may potentially result in certain lease arrangements, which are currently accounted for as operating leases, being classified and accounted for as sales-type leases with a corresponding up-front recognition of equipment sales revenue. This update is effective for our fiscal year beginning January 1, 2019.

We will adopt the guidance as of January 1, 2019 and will apply the transition option, whereby prior comparative periods will not be retrospectively presented in the Consolidated Financial Statements. We will also elect the package of practical expedients not to reassess prior conclusions related to contracts containing leases, lease classification and initial direct costs and the lessee practical expedient to combine lease and non-lease components for certain asset classes (real estate and embedded lease arrangements). We will also make a policy election to not recognize right-of-use assets and lease liabilities for short-term leases for all asset classes. We will elect the package of practical expedients from both the Lessee and Lessor prospective, to the extent applicable.

Lessee accounting - we estimate the adoption of this update will result in an increase to assets and related liabilities of approximately $385 (approximately $440 undiscounted), which is consistent with prior period disclosures regarding our lease obligations and primarily related to leases of facilities. Lessor accounting - we estimate the adoption to increase equipment sales by approximately $35 in 2019 as compared to 2018.

Financial Instruments - Credit Losses and Derivatives

In June 2016, the FASB issued **ASU 2016-13**, *Financial Instruments Credit Losses - Measurement of Credit Losses on Financial Instruments,* with additional amendments being issued in 2018. This update requires measurement and recognition of expected credit losses for financial assets. The update impacts financial assets and net investment in leases that are not accounted for at fair value through Net income. This update is effective for our fiscal year beginning January 1, 2020. We are currently evaluating the impact of the adoption of ASU 2016-13 on our Consolidated Financial Statements.

In August 2017, the FASB issued **ASU 2017-12**, *Derivatives and Hedging (Topic 815): Targeted Improvements to Accounting for Hedging Activities.* The amendments in this update expand and refine hedge accounting for both financial and non-financial risk components, aligns the recognition and presentation of the effects of hedging instruments with the same income statement line item that the hedged item is reported and includes certain targeted improvements to ease the application of current guidance related to the assessment of hedge effectiveness. This update is effective for our fiscal year beginning January 1, 2019. The adoption of this update is not expected to have a material impact on our financial condition, results of operations or cash flows.

Intangibles - Internal-Use Software

In August 2018, the FASB issued **ASU 2018-15**, *Intangibles - Goodwill and Other - Internal Use Software (Subtopic 350-40), Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That is a Service Contract.* This update aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal-use software license). The update provides criteria for determining which implementation costs to capitalize as an asset related to the service contract and which costs to expense. The capitalized implementation costs are required to be expensed over the term of the hosting arrangement. The update also clarifies the presentation requirements for reporting such costs in the entity's financial statements. This update is effective for our fiscal year beginning January 1, 2020. We are currently evaluating the impact of the adoption of ASU 2018-15 on our Consolidated Financial Statements.

Income Taxes

In February 2018, the FASB issued **ASU 2018-02**, *Income Statement - Reporting Comprehensive Income (Topic 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income*. The update allows the reclassification from Accumulated other comprehensive income to Retained earnings for stranded tax effects resulting from the Tax Cuts and Jobs Act ("Tax Act") enacted in December 2017. Consequently, the update eliminates the stranded tax effects resulting from the Tax Act and will improve the usefulness of information reported to financial statement users. However, because the update only relates to the reclassification of the income tax effects of the Tax Act, the underlying guidance that requires that the effect of a change in tax laws or rates be included in Income from continuing operations is not affected. The update also requires certain disclosures about stranded tax effects. The update is effective for our fiscal year beginning January 1, 2019. We are still evaluating the impact of the adoption of ASU 2018-02 and the amount of the reclassification from AOCL to retained earnings for the stranded tax effects resulting from the Tax Act. We expect the tax impact to be primarily related to the amounts in AOCL from our retirement-related benefit plans.

Accounting Standard Updates Adopted in 2018:

Revenue Recognition

Refer to Note 2 - Revenue for a summary of the impacts from our adoption of **ASU 2014-09**, *Revenue from Contracts with Customers (ASC Topic 606),* effective for our fiscal year beginning January 1, 2018.

Cash Flows

In August 2016, the FASB issued **ASU 2016-15**, *Statement of Cash Flows - Classification of Certain Cash Receipts and Cash Payments*. This update provides specific guidance on eight cash flow classification issues where previous guidance is either unclear or did not include specific requirements. We adopted ASU 2016-15 effective for our fiscal year beginning January 1, 2018. This update includes specific guidance that requires cash collected on beneficial interests received in a sale of receivables be classified as inflows from investing activities. Formerly, those collections were reported in operating cash flows. We reported $234 and $270 of collections on beneficial interests as operating cash inflows on the Statement of Cash Flows for the two years ended December 31, 2017, respectively. Since the update is required to be applied retrospectively, our reported 2017 and 2016 operating and investing cash flows were revised accordingly in 2018 to report these amounts as investing cash flows. There was no impact to our 2018 cash flows from this reporting change, due to the termination of all accounts receivable sales arrangements with an associated beneficial interest component during the fourth quarter of 2017. The other seven issues noted in this update did not have a material impact on our Consolidated Statements of Cash Flows.

Additionally, in November 2016 the FASB issued **ASU 2016-18**, *Statement of Cash Flows - Restricted Cash*. The update requires that amounts generally described as restricted cash and restricted cash equivalents should be included with Cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. We adopted ASU 2016-18 effective for our fiscal year beginning January 1, 2018 and applied it retrospectively through a revision of previously reported amounts. We held $64, $75 and $179 of restricted cash, currently reported in Other current or long-term assets at December 31, 2018, December 31, 2017 and December 31, 2016, respectively. In the prior year, the changes in our restricted cash balances were primarily related to our accounts receivable sales programs, which were terminated during the fourth quarter of 2017. Accordingly, this update did not have a material impact on our financial condition, results of operations or cash flows. Refer to Note 13 - Supplementary Financial Information for additional information.

Retirement Benefits

In March 2017, the FASB issued **ASU 2017-07**, *Compensation - Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*. This update changes how employers that sponsor defined benefit pension plans and other postretirement plans present net periodic benefit costs in the income statement. An employer is required to report the service cost component in the same line item or items as other compensation costs arising from services rendered by the affected employees during the period. Other components of net retirement benefit cost are required to be presented in the income statement separately from the service cost component and outside a subtotal of Income from operations, if one is presented. We elected to report these costs as a separate item within Other expenses, net. The update also allows only the service cost component to be eligible for capitalization, when applicable. We adopted ASU 2017-07 effective January 1, 2018. The presentation requirements of this update were required to be applied retrospectively through a revision of previously reported amounts. The requirement to limit capitalization to the service cost component was required to be applied prospectively. The adoption of this update did not have a material impact on our financial condition, results of operations or cash flows. Refer to Note 17 - Employee Benefit Plans for the service cost component and other components of net retirement benefit cost.

The following table reflects the adjustment of selected lines from our Consolidated Statements of Income (Loss) to the recasted amounts as a result of the adoption of this update:

	Year Ended December 31, 2017			Year Ended December 31, 2016		
	As Reported	Adjustment	As Recasted	As Reported	Adjustment	As Recasted
Cost of sales	$ 2,491	$ (4)	$ 2,487	$ 2,657	$ (1)	$ 2,656
Cost of services, maintenance and rentals	3,580	(62)	3,518	3,725	(43)	3,682
Research, development and engineering expenses	446	(22)	424	476	(13)	463
Selling, administrative and general expenses[(1)]	2,622	(96)	2,526	2,695	(59)	2,636
Restructuring and related costs	220	(4)	216	264	(5)	259
Other expenses, net	141	188	329	200	121	321

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(1) The 2017 reported amount for Selling, administrative and general expenses reflects the reclass of $9 for Transaction and related costs, net, in order to conform to the separate presentation of these costs in the 2018 Consolidated Statements of Income (Loss).

Business Combinations

In January 2017, the FASB issued **ASU 2017-01**, *Business Combinations (Topic 805): Clarifying the Definition of a Business*, which clarifies the definition of a business to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. We adopted ASU 2017-01 effective for our fiscal year beginning January 1, 2018, and the adoption did not have nor is it expected to have a material impact on our financial condition, results of operations or cash flows.

Income Taxes

In October 2016, the FASB issued **ASU 2016-16**, *Income Taxes - Intra-Entity Transfers of Assets Other than Inventory.* This update requires recognition of the income-tax consequences of an intra-entity transfer of assets other than inventory when the transfer occurs. Under current GAAP, recognition of the income tax consequences for asset transfers other than inventory could not be recognized until the asset was sold to a third party. We adopted ASU 2016-16 effective for our fiscal year beginning January 1, 2018 and the adoption did not have nor is it expected to have a material impact on our financial condition, results of operations or cash flows.

In December 2017, the Securities and Exchange Commission issued Staff Accounting Bulletin ("SAB") No. 118 (as further clarified by the FASB's **ASU 2018-05**, *Income Taxes (Topic 740): Amendments to SEC Paragraphs Pursuant to SEC Staff Accounting Bulletin No. 118*) to provide guidance for companies that may not have completed their accounting for the income tax effects of the Tax Act. SAB No. 118 provides for a provisional one-year measurement period for entities to finalize their accounting for certain income tax effects related to the Tax Act. SAB No. 118 provides guidance where: (i) the accounting for the income tax effect of the Tax Act is complete and reported in the Tax Act's enactment period, (ii) the accounting for the income tax effect of the Tax Act is incomplete and reported as provisional amounts based on reasonable estimates (to the extent determinable) subject to adjustments during a limited measurement period until complete, and (iii) accounting for the income tax effect of the Tax Act is not reasonably estimable (no related provisional amounts are reported in the enactment period) and entities would continue to apply accounting based on tax law provisions in effect prior to the Tax Act enactment until provisional amounts are reasonably estimable. SAB No. 118 requires disclosure of the reasons for incomplete accounting additional information or analysis needed, among other relevant information.

During the fourth quarter 2017, we recorded an estimated non-cash charge of $400 reflecting our provisional estimated impact associated with the provisions of the Tax Act based on currently available information. In 2018, we adjusted our provisional estimate by an additional charge of $89 reflecting certain positions taken on our filed 2017 U.S. income tax return as well as consideration of additional guidance from the U.S. Treasury and Internal Revenue Service (IRS). The adjustment includes changes to the determination of the one-time deemed repatriation tax as well as additional remeasurement of our U.S. deferred tax assets and liabilities to the lower enacted statutory tax rate. The total charge of $489 related to the Tax Act may change in the future based on new guidance being issued or changes in our expected filing positions.

Other Updates

In 2018 and 2017, the FASB also issued the following Accounting Standards Updates, which have not had, and are not expected to have, a material impact on our financial condition, results of operations or cash flows upon adoption. Those updates are as follows:

- ***Collaborative Arrangements:*** **ASU 2018-18**, *(Topic 808) Clarifying the Interaction between Topic 808 and Topic 606.* This update is effective for our fiscal year beginning January 1, 2020, early adoption is permitted.
- ***Compensation - Retirement Benefits - Defined Benefit Plans - General:*** **ASU 2018-14**, *(Topic 715-20) Changes to the Disclosure Requirements for Defined Benefit Plans.* This update is effective for our fiscal year ended December 31, 2020, early adoption is permitted.
- ***Fair Value Measurement:*** **ASU 2018-13**, *(Topic 820) Disclosure Framework.* This update is effective for our fiscal year beginning January 1, 2020, early adoption is permitted.
- ***Service Concession Arrangements:*** **ASU 2017-10**, *(Topic 853) Determining the Customer of the Operation Services (a consensus of the FASB Emerging Issues Task Force).* This update is effective for our fiscal year beginning January 1, 2018.
- ***Compensation - Stock Compensation:*** **ASU 2017-09**, *(Topic 718) Scope of Modification Accounting.* This update was effective for our fiscal year beginning January 1, 2018.
- ***Other Income - Gains and Losses from the Derecognition of Nonfinancial Assets:*** **ASU 2017-05**, *(Subtopic 610-20) Clarifying the Scope of Asset Derecognition Guidance and Accounting for Partial Sales of Nonfinancial Assets.* This update was effective for our fiscal year beginning January 1, 2018.
- ***Financial Instruments - Classification and Measurement:*** **ASU 2016-01**, *Financial Instruments - Recognition and Measurement of Financial Instruments and Financial Liabilities.* This update was effective for our fiscal year beginning January 1, 2018.

Summary of Accounting Policies

Refer to Note 2 - Revenue for a summary of our Revenue Recognition policies subsequent to the adoption of **ASU 2014-09,** *Revenue from Contracts with Customers (ASC Topic 606),* effective for our fiscal year beginning January 1, 2018.

Revenue Recognition (Policies prior to the adoption of ASU 2014-09 - ASC Topic 606)

We generate revenue through services, the sale and rental of equipment, supplies and income associated with the financing of our equipment sales. Revenue is recognized when it is realized or realizable and earned. We consider revenue realized or realizable and earned when we have persuasive evidence of an arrangement, delivery has occurred, the sales price is fixed or determinable and collectibility is reasonably assured. Delivery does not occur until equipment has been shipped or services have been provided to the customer, risk of loss has transferred to the customer, and either customer acceptance has been obtained, customer acceptance provisions have lapsed, or the company has objective evidence that the criteria specified in the customer acceptance provisions have been satisfied. The sales price is not considered to be fixed or determinable until all contingencies related to the sale have been resolved. More specifically, revenue related to services and sales of our products is recognized as follows:

Equipment: Revenues from the sale of equipment, including those from sales-type leases, are recognized at the time of sale or at the inception of the lease, as appropriate. For equipment sales that require us to install the product at the customer location, revenue is recognized when the equipment has been delivered and installed at the customer location. Sales of customer installable products are recognized upon shipment or receipt by the customer according to the customer's shipping terms. Revenues from equipment under other leases and similar arrangements are accounted for by the operating lease method and are recognized as earned over the lease term, which is generally on a straight-line basis.

Maintenance Services: Maintenance service revenues are derived primarily from maintenance contracts on the equipment sold to our customers and are recognized over the term of the contracts. A substantial portion of our products are sold with full service maintenance agreements for which the customer typically pays a base service fee plus a variable amount based on usage. As a consequence, other than the product warranty obligations associated with certain of our low end products, we do not have any significant product warranty obligations, including any obligations under customer satisfaction programs.

Bundled Lease Arrangements: We sell our products and services under bundled lease arrangements, which typically include equipment, service, supplies and financing components for which the customer pays a single negotiated fixed minimum monthly payment for all elements over the contractual lease term. These arrangements also typically include an incremental, variable component for page volumes in excess of contractual page volume minimums, which are often expressed in terms of price-per-page. The fixed minimum monthly payments are multiplied by the number of months in the contract term to arrive at the total fixed minimum payments that the customer is obligated to make (fixed payments) over the lease term. The payments associated with page volumes in excess of the minimums are contingent on whether or not such minimums are exceeded (contingent payments). In applying our lease accounting methodology, we only consider the fixed payments for purposes of allocating to the relative fair value elements of the contract. Contingent payments, if any, are recognized as revenue in the period when the customer exceeds the minimum copy volumes specified in the contract.

Revenues under bundled arrangements are allocated considering the relative selling prices of the lease and non-lease deliverables included in the bundled arrangement. Lease deliverables include the equipment, financing, maintenance and other executory costs, while non-lease deliverables generally consist of the supplies and non-maintenance services. The allocation for the lease deliverables begins by allocating revenues to the maintenance and other executory costs plus a profit thereon. These elements are generally recognized over the term of the lease as service revenue. The remaining amounts are allocated to the equipment and financing elements which are subjected to the accounting estimates noted below under “Leases.”

Our pricing interest rates, which are used in determining customer payments in a bundled lease arrangement, are developed based upon a variety of factors including local prevailing rates in the marketplace and the customer’s credit history, industry and credit class. We reassess our pricing interest rates quarterly based on changes in the local prevailing rates in the marketplace. These interest rates have generally been adjusted if the rates vary by 25 basis points or more, cumulatively, from the rate last in effect. The pricing interest rates generally equal the implicit rates within the leases, as corroborated by our comparisons of cash to lease selling prices.

Sales to distributors and resellers: We utilize distributors and resellers to sell many of our technology products, supplies and services to end-user customers. We refer to our distributor and reseller network as our two-tier distribution model. Sales to distributors and resellers are generally recognized as revenue when products are sold to such distributors and resellers. However, revenue is only recognized when the distributor or reseller has economic substance apart from the company, the sales price is not contingent upon resale or payment by the end user customer and we have no further obligations related to bringing about the resale, delivery or installation of the product.

Distributors and resellers participate in various rebate, price-protection, cooperative marketing and other programs, and we record provisions for these programs as a reduction to revenue when the sales occur. Similarly, we account for our estimates of sales returns and other allowances when the sales occur based on our historical experience.

In certain instances, we may provide lease financing to end-user customers who purchased equipment we sold to distributors or resellers. We compete with other third-party leasing companies with respect to the lease financing provided to these end-user customers.

Supplies: Supplies revenue generally is recognized upon shipment or utilization by customers in accordance with the sales contract terms.

Software: Most of our equipment has both software and non-software components that function together to deliver the equipment's essential functionality and therefore they are accounted for together as part of equipment sales revenues. Software accessories sold in connection with our equipment sales, as well as free-standing software sales are accounted for as separate deliverables or elements. In most cases, these software products are sold as part of multiple element arrangements and include software maintenance agreements for the delivery of technical service, as well as unspecified upgrades or enhancements on a when-and-if-available basis. In those software accessory and free-standing software arrangements that include more than one element, we allocate the revenue among the elements based on vendor-specific objective evidence (VSOE) of fair value. Revenue allocated to software is normally recognized upon delivery while revenue allocated to the software maintenance element is recognized ratably over the term of the arrangement.

Leases: As noted above, equipment may be placed with customers under bundled lease arrangements. The two primary accounting provisions which we use to classify transactions as sales-type or operating leases are: (1) a review of the lease term to determine if it is equal to or greater than 75% of the economic life of the equipment and (2) a review of the present value of the minimum lease payments to determine if they are equal to or greater than 90% of the fair market value of the equipment at the inception of the lease.

We consider the economic life of most of our products to be five years, since this represents the most frequent contractual lease term for our principal products and only a small percentage of our leases are for original terms longer than five years. There is no significant after-market for our used equipment. We believe five years is representative of the period during which the equipment is expected to be economically usable, with normal service, for the purpose for which it is intended. Residual values are not significant.

With respect to fair value, we perform an analysis of equipment fair value based on cash selling prices during the applicable period. The cash selling prices are compared to the range of values determined for our leases. The range of cash selling prices must be reasonably consistent with the lease selling prices in order for us to determine that such lease prices are indicative of fair value.

Financing: Finance income attributable to sales-type leases, direct financing leases and installment loans is recognized on the accrual basis using the effective interest method.

Services: Revenues associated with our document management services are generally recognized as services are rendered, which is generally on the basis of the number of transactions processed. In service arrangements where final acceptance of a printing solution by the customer is required, revenue is deferred until all acceptance criteria have been met. Revenues on unit-price contracts are recognized at the contractual selling prices as work is completed and accepted by the customer.

In connection with our services arrangements, we may incur and capitalize costs to originate these long-term contracts and to perform the migration, transition and setup activities necessary to enable us to perform under the terms of the arrangement. These capitalized costs are amortized over the contractual service period of the arrangement to cost of services. From time to time, we also provide inducements to customers in various forms, including contractual credits, which are capitalized and amortized as a reduction of revenue over the term of the contract.

Long-lived assets used in the fulfillment of service arrangements are capitalized and depreciated over the shorter of their useful life or the term of the contract if an asset is contract specific.

Our services contracts may also include the sale of equipment and software. In these instances, we follow the policies noted above under Equipment-Related Revenues.

Other Revenue Recognition Policies

Multiple Element Arrangements: As described above, we enter into the following revenue arrangements that may consist of multiple deliverables:

- Bundled lease arrangements, which typically include both lease deliverables and non-lease deliverables as described above.
- Contracts for multiple types of document related services including professional and value-added services. For instance, we may contract for an implementation of a printing solution and also provide services to operate the solution over a period of time; or we may contract to scan, manage and store customer documents.

In substantially all of our multiple element arrangements, we are able to separate the deliverables since we normally will meet both of the following criteria:

- The delivered item(s) has value to the customer on a stand-alone basis; and
- If the arrangement includes a general right of return relative to the delivered item(s), delivery or performance of the undelivered item(s) is considered probable and substantially in our control.

Consideration in a multiple-element arrangement is allocated at the inception of the arrangement to all deliverables on the basis of the relative selling price. When applying the relative selling price method, the selling price for each deliverable is primarily determined based on vendor-specific objective evidence (VSOE) or third-party evidence (TPE) of the selling price. The above noted revenue policies are then applied to each separated deliverable, as applicable.

Revenue-based Taxes: We report revenue net of any revenue-based taxes assessed by governmental authorities that are imposed on and concurrent with specific revenue-producing transactions. The primary revenue-based taxes are sales tax and value-added tax (VAT).

Shipping and Handling

Costs related to shipping and handling are recognized as incurred and included in Cost of sales in the Consolidated Statements of Income (Loss).

Other Significant Accounting Policies

Research, Development and Engineering (RD&E)

Research, development and engineering costs are expensed as incurred. Sustaining engineering costs are incurred with respect to on-going product improvements or environmental compliance after initial product launch. Sustaining engineering costs were $72, $90 and $95 in for the years ended December 31, 2018, 2017 and 2016, respectively.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand, including money market funds, and investments with original maturities of three months or less.

Receivable Sales

We transfer certain portions of our receivable portfolios and normally account for those transfers as sales based on meeting the criteria for derecognition in accordance with ASC Topic 860 "Transfer and Servicing" of Financial Assets. Gains or losses on the sale of receivables depend, in part, on both (a) the cash proceeds and (b) the net non-cash proceeds received or paid. When we sell receivables, we normally receive beneficial interests in the transferred receivables from the purchasers as part of the proceeds. We may refer to these beneficial interests as a deferred purchase price. The beneficial interests obtained are initially measured at their fair value. We generally estimate fair value based on the present value of expected future cash flows, which are calculated using management's best estimates of the key assumptions including credit losses, prepayment rate and discount rates commensurate with the risks involved. Refer to Note 6 - Accounts Receivable, Net and Note 7 - Finance Receivables, Net for additional information on our receivable sales.

Inventories

Inventories are carried at the lower of average cost or net realizable value. Inventories also include equipment that is returned at the end of the lease term. Returned equipment is recorded at the lower of remaining net book value or salvage value, which is normally not significant. We regularly review inventory quantities and record a provision for excess and/or obsolete inventory based primarily on our estimated forecast of product demand, production requirements and servicing commitments. Several factors may influence the realizability of our inventories, including our decision to exit a product line, technological changes and new product development. The provision for excess and/or obsolete raw materials and equipment inventories is based primarily on near term forecasts of product demand and include consideration of new product introductions, as well as changes in remanufacturing strategies. The provision for excess and/or obsolete service parts inventory is based primarily on projected servicing requirements over the life of the related equipment populations. Refer to Note 8 - Inventories and Equipment on Operating Leases, Net for further discussion.

Land, Buildings and Equipment on Operating Leases

Land, buildings and equipment are recorded at cost. Buildings and equipment are depreciated over their estimated useful lives. Leasehold improvements are depreciated over the shorter of the lease term or the estimated useful life. Equipment on operating leases is depreciated to estimated salvage value over the lease term. Depreciation is computed using the straight-line method. Significant improvements are capitalized and maintenance and repairs are expensed. Refer to Note 8 - Inventories and Equipment on Operating Leases, Net and Note 9 - Land, Buildings, Equipment and Software, Net for further discussion.

Software - Internal Use and Product

We capitalize direct costs associated with developing, purchasing or otherwise acquiring software for internal use and amortize these costs on a straight-line basis over the expected useful life of the software, beginning when the software is implemented (Internal Use Software). Costs incurred for upgrades and enhancements that will not result in additional functionality are expensed as incurred. Amounts expended for Internal Use Software are included in Cash Flows from Investing.

We also capitalize certain costs related to the development of software solutions to be sold to our customers upon reaching technological feasibility (Product Software). These costs are amortized on a straight-line basis over the estimated economic life of the software. Amounts expended for Product Software are included in Cash Flows from Operations. We perform periodic reviews to ensure that unamortized Product Software costs remain recoverable from estimated future operating profits (net realizable value or NRV). Costs to support or service licensed software are charged to Costs of services as incurred. Refer to Note 9 - Land, Buildings, Equipment and Software, Net for further information.

Goodwill and Other Intangible Assets

Goodwill represents the excess of the purchase price over the fair value of acquired net assets in a business combination, including the amount assigned to identifiable intangible assets. The primary drivers that generate goodwill are the value of synergies between the acquired entities and the company and the acquired assembled workforce, neither of which qualifies as an identifiable intangible asset. Goodwill is not amortized but rather is tested for impairment annually, or more frequently, whenever events or changes in circumstances indicate that the carrying value of the asset may not be recoverable an impairment loss may have been incurred.

We normally assess goodwill for impairment at least annually, during the fourth quarter, based on balances as of October 1st, or more frequently if indicators of impairment exist or if a decision is made to sell or exit a business. Impairment testing for goodwill is done at the reporting unit level. A reporting unit is an operating segment or one level below an operating segment (a "component") if the component constitutes a business for which discrete financial information is available, and segment management regularly reviews the operating results of that component. Consistent with the determination that we had one operating segment, we determined that there is one reporting unit and tested goodwill for impairment at the entity level.

We perform an assessment of goodwill, utilizing either a qualitative or quantitative impairment test. The qualitative impairment test assesses several factors to determine whether it is more likely than not that the fair value of the entity is less than its carrying amount. If we conclude it is more likely than not that the fair value of the entity is less than its carrying amount, a quantitative fair value test is performed. In certain circumstances, we may also bypass the qualitative test and proceed directly to a quantitative impairment test. In a quantitative impairment test, we assess goodwill by comparing the carrying amount of the entity to its fair value. Fair value of the entity is determined by using a weighted combination of an income approach and a market approach. If the fair value exceeds the carrying value, goodwill is not considered impaired. If the carrying value exceeds the fair value, goodwill is considered impaired and we would recognize an impairment loss for the excess.

Other intangible assets primarily consist of assets obtained in connection with business acquisitions, including installed customer base and distribution network relationships, existing technology, trademarks and non-compete agreements. We apply an impairment evaluation whenever events or changes in business circumstances indicate that the carrying value of our intangible assets may not be recoverable. Other intangible assets are amortized on a straight-line basis over their estimated economic lives. We believe that the straight-line method of amortization reflects an appropriate allocation of the cost of the intangible assets to earnings in proportion to the amount of economic benefits obtained annually by the Company. Refer to Note 11 - Goodwill and Intangible Assets, Net for further information.

Impairment of Long-Lived Assets

We review the recoverability of our long-lived assets, including buildings, equipment, internal use software and other intangible assets, when events or changes in circumstances occur that indicate that the carrying value of the asset may not be recoverable. The assessment of possible impairment is based on our ability to recover the carrying value of the asset from the expected future pre-tax cash flows (undiscounted and without interest charges) of the related operations. If these cash flows are less than the carrying value of such asset, an impairment loss is recognized for the difference between estimated fair value and carrying value. Our primary measure of fair value is based on discounted cash flows.

Pension and Post-Retirement Benefit Obligations

We sponsor various forms of defined benefit pension plans in several countries covering employees who meet eligibility requirements. Retiree health benefit plans cover U.S. and Canadian employees for retiree medical costs. We employ a delayed recognition feature in measuring the costs of pension and post-retirement benefit plans. This requires changes in the benefit obligations and changes in the value of assets set aside to meet those obligations to be recognized not as they occur, but systematically and gradually over subsequent periods. All changes are ultimately recognized as components of net periodic benefit cost, except to the extent they may be offset by subsequent changes. At any point, changes that have been identified and quantified but not recognized as components of net periodic benefit cost are recognized in Accumulated Other Comprehensive Loss, net of tax.

Several statistical and other factors that attempt to anticipate future events are used in calculating the expense, liability and asset values related to our pension and retiree health benefit plans. These factors include assumptions we make about the discount rate, expected return on plan assets, rate of increase in healthcare costs, the rate of future compensation increases and mortality. Actual returns on plan assets are not immediately recognized in our income statement due to the delayed recognition requirement. In calculating the expected return on the plan asset component of our net periodic pension cost, we apply our estimate of the long-term rate of return on the plan assets that support our pension obligations, after deducting assets that are specifically allocated to Transitional Retirement Accounts (which are accounted for based on specific plan terms).

For purposes of determining the expected return on plan assets, we utilize a market-related value approach in determining the value of the pension plan assets, rather than a fair market value approach. The primary difference between the two methods relates to systematic recognition of changes in fair value over time (generally two years) versus immediate recognition of changes in fair value. Our expected rate of return on plan assets is applied to the market-related asset value to determine the amount of the expected return on plan assets to be used in the determination of the net periodic pension cost. The market-related value approach reduces the volatility in net periodic pension cost that would result from using the fair market value approach.

The discount rate is used to present value our future anticipated benefit obligations. The discount rate reflects the current rate at which benefit liabilities could be effectively settled considering the timing of expected payments for plan participants. In estimating our discount rate, we consider rates of return on high-quality fixed-income investments adjusted to eliminate the effects of call provisions, as well as the expected timing of pension and other benefit payments.

Each year, the difference between the actual return on plan assets and the expected return on plan assets, as well as increases or decreases in the benefit obligation as a result of changes in the discount rate and other actuarial assumptions, are added to or subtracted from any cumulative actuarial gain or loss from prior years. This amount is the net actuarial gain or loss recognized in Accumulated other comprehensive loss. We amortize net actuarial gains and losses as a component of net pension cost for a year if, as of the beginning of the year, that net gain or loss (excluding asset gains or losses that have not been recognized in market-related value) exceeds 10% of the greater of the projected benefit obligation or the market-related value of plan assets (the "corridor" method). This determination is made on a plan-by-plan basis. If amortization is required for a particular plan, we amortize the applicable net gain or loss in excess of the 10% threshold on a straight-line basis in net periodic pension cost over the remaining service period of the employees participating in that pension plan. In plans where substantially all participants are inactive, the amortization period for the excess is the average remaining life expectancy of the plan participants.

Our primary domestic plans allow participants the option of settling their vested benefits through the receipt of a lump-sum payment. The participant's vested benefit is considered fully settled upon payment of the lump sum. We have elected to apply settlement accounting and therefore we recognize the losses associated with settlements in this plan immediately upon the settlement of the vested benefits. Settlement accounting requires us to recognize a pro rata portion of the aggregate unamortized net actuarial losses upon settlement. The pro rata factor is computed as the percentage reduction in the projected benefit obligation due to the settlement of the participant's vested benefit. Refer to Note 17 - Employee Benefit Plans for further information regarding our Pension and Post-Retirement Benefit Obligations.

Foreign Currency Translation and Remeasurement

The functional currency for most of our foreign operations is the local currency. Net assets are translated at current rates of exchange and income, expense and cash flow items are translated at average exchange rates for the applicable period. The translation adjustments are recorded in Accumulated other comprehensive loss.

The U.S. Dollar is used as the functional currency for certain foreign subsidiaries that conduct their business in U.S. Dollars as well as foreign subsidiaries operating in highly inflationary economies. For these subsidiaries, non-monetary foreign currency assets and liabilities are translated using historical rates, while monetary assets and liabilities are translated at current rates, with the U.S. dollar effects of rate changes recorded in Currency (gains) and losses within Other expenses, net together with other foreign currency remeasurements.

Note 2 – Revenue

Adoption of ASU 2014-09:

On January 1, 2018, we adopted **ASU 2014-09,** *Revenue from Contracts with Customers (ASC Topic 606),* which superseded nearly all existing revenue recognition guidance under U.S. GAAP. The core principle of ASC Topic 606 is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. ASC Topic 606 defines a five-step process to recognize revenue and requires more judgment and estimates within the revenue recognition process than required under previous U.S. GAAP, including identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation.

We adopted this standard using the modified retrospective method of adoption. Under ASC Topic 606, based on the nature of our contracts and consistent with prior practice, we recognize revenue upon invoicing the customer for the large majority of our revenue. Additionally, the unit of accounting, that is, the identification of performance obligations, is consistent with prior revenue recognition practice. Accordingly, the adoption of this standard did not have a material impact for the large majority of our revenues. Lastly, a significant portion of our Equipment sales are either recorded as sales-type leases or through direct sales to distributors and resellers and these revenue streams are not impacted by the adoption of ASC Topic 606. The only change of significance identified in our adoption involves a change in the classification of certain revenues that were previously reported in Services revenues. These revenues relate to certain analyst services performed in connection with the installation of equipment that are being considered part of the equipment sale performance obligation in 2018. Accordingly, in 2018 these revenues are now reported as part of Sales. As a result of this change, $34 of revenue was recorded, for the year ended December 31, 2018, as Sales, which would have been previously recorded as Services revenue in prior periods.

Another change identified upon adoption was with respect to deferred contract costs, which include incremental costs of obtaining a contract and costs to fulfill a contract. Deferred contract costs had been minimal under our prior practices as most costs to obtain a contract and fulfill a contract were expensed as incurred. However, as a result of the contract cost guidance included in ASC Topic 606 and ASC Topic 340-40 "*Contracts with Customers*", upon adoption, we recorded a transition asset of $153, and a net of tax increase of $117 to Retained earnings, related to the incremental cost to obtain contracts. Substantially all of this adjustment is related to the deferral of sales commissions paid to sales people and agents in connection with the placement of equipment with post sale service arrangements.

The impacts of adopting ASC Topic 606 on our Consolidated Balance Sheets were as follows:

	Year Ended December 31, 2018		
	Superseded Revenue Guidance(1)	Adjustments	As Reported
Deferred tax assets	$ 773	$ (33)	$ 740
Other long-term assets	717	142	859
Retained earnings	4,963	109	5,072

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(1) Reflects balance of account under revenue recognition guidance superseded by ASC Topic 606.

Revenue Recognition Summary:

We generate revenue through the sale of equipment, supplies and maintenance and printing services. Revenue is measured based on consideration specified in a contract with a customer and is recognized when we satisfy a performance obligation by transferring control of a product to a customer or in the period the customer benefits from the service. With the exception of our sales-type lease arrangements, our invoices to the customer, which normally have short-term payment terms, are typically aligned to the transfer of goods or as services are rendered to our customers and therefore in most cases we recognize revenue based on our right to invoice customers. As a result of the application of this practical expedient for the substantial portion of our revenue, the disclosure of the value of unsatisfied performance obligations for our services is not required.

Significant judgments primarily include the identification of performance obligations in our Document management services arrangements as well the pattern of delivery for those services.

More specifically, revenue related to our products and services is generally recognized as follows:

Equipment: Revenues from the sale of equipment directly to end customers, including those from sales-type leases (see below), are recognized when obligations under the terms of a contract with our customer are satisfied and control has been transferred to the customer. For equipment placements that require us to install the product at the customer location, revenue is normally recognized when the equipment has been delivered and installed at the customer location. Sales of customer installable products are recognized upon shipment or receipt by the customer according to the customer's shipping terms. Revenue from the equipment performance obligation also includes certain analyst training services performed in connection with the installation or delivery of the equipment.

Maintenance services: We provide maintenance agreements on our equipment that include service and supplies for which the customer may pay a base minimum plus a price-per-page charge for usage. In arrangements that include minimums, those minimums are normally set below the customer's estimated page volumes and are not considered substantive. These agreements are sold as part of a bundled lease arrangement or through distributors and resellers. We normally account for these maintenance agreements as a single performance obligation for printing services being delivered in a series with delivery being measured by usage as billed to the customer. Accordingly, revenue on these agreements are normally recognized as billed to the customer over the term of the agreements based on page volumes. A substantial portion of our products are sold with full service maintenance agreements, accordingly, other than the product warranty obligations associated with certain of our entry level products, we do not have any significant warranty obligations, including any obligations under customer satisfaction programs.

Document management services: Revenues associated with our document management services are generally recognized as printing services are rendered, which is generally on the basis of the number of images produced. Revenues on unit-price contracts are recognized at the contractual selling prices as work is completed by the customer. We account for these arrangements as a single performance obligation for printing services being delivered in a series with delivery being measured by usage as billed to the customer.

Our services contracts may also include the sale or lease of equipment and software. In these instances, we follow the policies noted for Equipment or Software Revenues and separately report the revenue associated with these performance obligations. Certain document management services arrangements may also include an embedded lease of equipment. In these instances, the revenues associated with the lease are recognized in accordance with the requirements for lease accounting.

Sales to distributors and resellers: We utilize distributors and resellers to sell our equipment, supplies and maintenance services to end-user customers. We refer to our distributor and reseller network as our two-tier distribution model. Revenues on sales to distributors and resellers are generally recognized when products are shipped to such distributors and resellers. However, revenue is only recognized when the distributor or reseller has economic substance apart from the Company such that collectability is probable and we have no further obligations related to bringing about the resale, delivery or installation of the product that would impact transfer of control. Revenues associated with maintenance agreements sold through distributors and resellers to end customers are recognized in a consistent manner to maintenance services. Revenue that may be subject to a reversal of revenue due to contractual terms or uncertainties is not recorded as revenue until the contractual provisions lapse or the uncertainties are resolved.

Distributors and resellers participate in various rebate, price-protection, cooperative marketing and other programs, and we estimate the variable consideration associated with these programs and record those amounts as a reduction to revenue when the sales occur. Similarly, we account for our estimates of sales returns and other allowances when the sales occur based on our historical experience.

In certain instances, we may provide lease financing to end-user customers who purchased equipment we sold to distributors or resellers. We are not obligated to provide financing and we compete with other third-party leasing companies with respect to the lease financing provided to these end-user customers.

Bundled Lease Arrangements: A significant portion of our direct sales of equipment to end customers are made through bundled lease arrangements that typically include equipment, maintenance and financing components for which the customer pays a single negotiated fixed minimum monthly payment for all elements over the contractual lease term. These arrangements also typically include an incremental, variable component for page volumes in excess of contractual page volume minimums, which are often expressed in terms of price-per-page. The fixed minimum monthly payments are multiplied by the number of months in the contract term to arrive at the total fixed minimum payments that the customer is obligated to make (fixed payments) over the lease term. In applying our lease accounting methodology, we only consider the fixed payments for purposes of allocating to the relative fair value elements of the contract.

Revenues under bundled arrangements are allocated considering the relative standalone selling prices of the lease and non-lease deliverables included in the bundled arrangement. Lease deliverables include the equipment, financing, maintenance and other executory costs, while non-lease deliverables generally consist of the supplies and non-maintenance services. The allocation for the lease deliverables begins by allocating revenues to the maintenance and other executory costs plus a profit thereon. These elements are generally recognized over the term of the lease as service revenue. The remaining amounts are allocated to the equipment and financing elements, which are subjected to the accounting estimates noted below under “Leases”.

Leases: The two primary lease accounting provisions we assess for the classification of transactions as sales-type or operating leases are: (1) a review of the lease term to determine if it is equal to or greater than 75% of the economic life of the equipment and (2) a review of the present value of the minimum lease payments to determine if they are equal to or greater than 90% of the fair market value of the equipment at the inception of the lease. Equipment placements included in arrangements meeting these conditions are accounted for as sales-type leases and revenue is recognized as noted above for Equipment. Equipment placements included in arrangements that do not meet these conditions are accounted for as operating leases and revenue is recognized over the term of the lease.

We consider the economic life of most of our products to be five years, since this represents the most frequent contractual lease term for our principal products and only a small percentage of our leases are for original terms longer than five years. There is no significant after-market for our used equipment. We believe five years is representative of the period during which the equipment is expected to be economically usable, with normal service, for the purpose for which it is intended. Residual values are not significant.

With respect to fair value, we perform an analysis of equipment fair value based on cash selling prices during the applicable period. The cash selling prices are compared to the range of values determined for our leases. The range of cash selling prices must be reasonably consistent with the lease selling prices in order for us to determine that such lease prices are indicative of fair value.

Our lease pricing interest rates, which are used in determining customer payments in a bundled lease arrangement, are developed based upon a variety of factors including local prevailing rates in the marketplace and the customer’s credit history, industry and credit class. We reassess our pricing interest rates quarterly based on changes in the local prevailing rates in the marketplace. These interest rates have generally been adjusted if the rates vary by 25 basis points or more, cumulatively, from the rate last in effect. The pricing interest rates generally equal the implicit rates within the leases, as corroborated by our comparisons of cash to lease selling prices.

Software: Most of our equipment has both software and non-software components that function together to deliver the equipment's essential functionality and therefore they are accounted for together as part of Equipment sales revenues. Software accessories sold in connection with our Equipment sales, as well as free-standing software sales are accounted for as separate performance obligations if determined to be material in relation to the overall arrangement. Revenue from software is not a significant component of our Total revenues.

Supplies: Supplies revenue is recognized upon transfer of control to the customer, generally upon utilization or shipment to the customer in accordance with the sales contract terms.

Financing: Finance income attributable to sales-type leases, direct financing leases and installment loans is recognized on the accrual basis using the effective interest method.

Revenues disaggregated by primary geographic markets, major product lines, and sales channels are as follows:

	Year Ended December 31,	
	2018	2017
Primary geographical markets[(1)]		
United States	$ 5,778	$ 6,064
Europe	2,625	2,697
Canada	569	648
Other	858	856
Total Revenues	$ 9,830	$ 10,265
Major product and services lines		
Equipment[(2)]	$ 2,200	$ 2,251
Supplies, paper and other sales	1,772	1,822
Maintenance agreements[(3)]	2,469	2,586
Service arrangements[(4)]	2,426	2,558
Rental and other	695	754
Financing	268	294
Total Revenues	$ 9,830	$ 10,265
Sales channels:		
Direct equipment lease[(5)]	$ 699	$ 718
Distributors & resellers[(6)]	1,394	1,433
Customer direct	1,879	1,922
Total Sales	$ 3,972	$ 4,073

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(1) *Geographic area data is based upon the location of the subsidiary reporting the revenue.*
(2) *For the year ended December 31, 2017, Equipment sale revenues excluded $44 of equipment-related training revenue, which was classified as Services under previous revenue guidance - see "Adoption Summary" above.*
(3) *Includes revenues from maintenance agreements on sold equipment as well as revenues associated with service agreements sold in our small and mid-sized business (SMB) focused channels and through our channel partners as Xerox Partner Print Services (XPPS).*
(4) *Primarily includes revenues from our Managed Document Services (MDS) offerings. Also includes revenues from embedded operating leases, which were not significant.*
(5) *Primarily reflects direct sales through bundled lease arrangements.*
(6) *Primarily reflects sales through our two-tier distribution channels.*

Other Revenue Recognition Policies

Contract assets and liabilities: We normally do not have contract assets, which are primarily unbilled accounts receivable that are conditional on something other than the passage of time. Our contract liabilities, which represent billings in excess of revenue recognized, are primarily related to advanced billings for maintenance and other services to be performed and were approximately $116 and $91 at December 31, 2018 and January 1, 2018, respectively. The majority of the balance at December 31, 2018 will be amortized to revenue over approximately the next 30 months.

Contract Costs: Incremental direct costs of obtaining a contract primarily include sales commissions paid to sales people and agents in connection with the placement of equipment with associated post sale services arrangements. These costs are deferred and amortized on the straight-line basis over the estimated contract term, which is currently estimated to be approximately four years. We pay commensurate sales commissions upon customer renewals, therefore our amortization period is aligned to our initial contract term.

For the year ended December 31, 2018, the incremental direct costs of obtaining a contract of $84 were deferred and the related amortization was $95. The balance of deferred incremental direct costs net of accumulated amortization at December 31, 2018 was $172. This amount is expected to be amortized over its estimated period of benefit, which we currently estimate to be approximately four years.

We may also incur costs associated with our services arrangements to generate or enhance resources and assets that will be used to satisfy our future performance obligations included in these arrangements. These costs are considered contract fulfillment costs and are amortized over the contractual service period of the arrangement to cost of services. In addition, we also provide inducements to certain customers in various forms, including contractual credits, which are capitalized and amortized as a reduction of revenue over the term of the contract. Amounts deferred associated with contract fulfillment costs and inducements were $12 at December 31, 2018 and related amortization was $5 for the year ended December 31, 2018.

Equipment and software used in the fulfillment of service arrangements and where the Company retains control are capitalized and depreciated over the shorter of their useful life or the term of the contract if an asset is contract specific.

Revenue-based Taxes: Revenue-based taxes assessed by governmental authorities that are both imposed on and concurrent with specific revenue-producing transactions, and that are collected by the Company from a customer, are excluded from revenue. The primary revenue-based taxes are sales tax and value-added tax (VAT).

Shipping and Handling: Shipping and handling costs are accounted for as a fulfillment cost and are included in Cost of sales in the Consolidated Statements of Income (Loss).

Note 3 – Segment and Geographic Area Reporting

Segment Discussion

We manage our operations on a geographic basis and are primarily organized from a sales perspective on the basis of “go-to-market” sales channels. These sales channels are structured to serve a range of customers for our products and services. As a result of this structure, we concluded that we have one operating and reportable segment - the design, development and sale of document management systems and solutions. Our chief executive officer was identified as the chief operating decision maker (“CODM”). All of the company’s activities are interrelated, and each activity is dependent upon and supportive of the other, including product development, supply chain and back-office support services. In addition, all significant operating decisions, by management and the Board, are largely based upon an analysis of Xerox on a total company basis, including assessments related to the Company’s incentive compensation plans.

Geographic Area Data

Geographic area data is based upon the location of the subsidiary reporting the revenue or long-lived assets and is as follows:

	Revenues			Long-Lived Assets [1]	
	Year Ended December 31,			As of December 31,	
	2018	2017	2016	2018	2017
United States	$ 5,778	$ 6,064	$ 6,403	$ 671	$ 770
Europe	2,625	2,697	2,861	278	355
Other areas	1,427	1,504	1,507	146	167
Total	$ 9,830	$ 10,265	$ 10,771	$ 1,095	$ 1,292

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(1) Long-lived assets are comprised of (i) Land, buildings and equipment, net, (ii) Equipment on operating leases, net, (iii) Internal use software, net and (iv) Product software, net.

Note 4 – Acquisitions

2018 Acquisitions

During 2018, Xerox did not acquire any businesses.

2017 and 2016 Acquisitions

Acquisitions in 2017 totaled $87, in cash, and included the acquisition of MT Business Technologies, Inc. (MT Business), an Ohio-based multi-brand dealer, and two smaller multi-brand dealers in Iowa and North and South Carolina. Acquisitions in 2016 were $30, in cash, and related to the acquisition of two equipment dealers. The acquisitions in 2017 and 2016 were part of the strategy to increase our small and mid-sized (SMB) coverage through resellers and partners (including multi-brand dealers) and continued distribution acquisitions.

2017 and 2016 Summary

All of our 2017 and 2016 acquisitions resulted in 100% ownership of the acquired companies. The operating results of the 2017 and 2016 acquisitions described above are not material to our financial statements and were included within our results from the respective acquisition dates. The purchase prices for these acquisitions were primarily allocated to intangible assets and goodwill based on third-party valuations and management's estimates. The primary elements that generated the goodwill are the value of synergies and the acquired assembled workforce. Refer to Note 11 - Goodwill and Intangible Assets, Net for additional information. Our 2017 acquisitions contributed aggregate revenues from their respective acquisition dates of approximately $79 and $54 to our 2018 and 2017 total revenues, respectively. Our 2016 acquisitions contributed aggregate revenues from their respective acquisition dates of approximately $27, $26 and $14 to our 2018, 2017 and 2016 total revenues, respectively.

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Note 5 – Divestitures

Discontinued Operations

Business Process Outsourcing (BPO)

On December 31, 2016, Xerox completed the Separation of its BPO business through the Distribution of all of the issued and outstanding stock of Conduent Incorporated to Xerox Corporation stockholders. As a result of the Separation and Distribution, the financial position and results of operations of the BPO Business are presented as discontinued operations and, as such, have been excluded from continuing operations results for all periods presented. Prior to the Separation and Distribution of Conduent, in connection with the annual goodwill impairment test, a pre-tax goodwill impairment charge of $935 was recorded in the fourth quarter 2016 associated with the Commercial Services reporting unit of the BPO business. This charge is reported in the Loss from discontinued operations, net of tax, for the year ended December 31, 2016.

In connection with the Separation, Conduent made a net cash distribution to Xerox of approximately $1.8 billion prior to the Distribution Date. Xerox used a portion of the cash distribution proceeds to repay the $1.0 billion Senior Unsecured Term Facility in January 2017, which was required to be repaid upon completion of the Separation.

Summarized financial information for our Discontinued Operations is as follows:

	Year Ended December 31,		
	2018	2017	2016
Revenue	$ —	$ —	$ 6,355
Loss from operations(1)	$ —	$ (9)	$ (1,343)
Loss on disposal	—	—	—
Net loss before income taxes	—	(9)	(1,343)
Income tax benefit(2)	—	12	250
Income (Loss) from discontinued operations, net of tax	$ —	$ 3	$ (1,093)

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(1) 2017 includes $9 of Separation related costs. 2016 includes $159 of Separation related costs and $18 of interest on a $1.0 billion Senior Unsecured Term Facility, which was required to be repaid upon completion of the Separation.

(2) 2017 primarily reflects changes in estimates.

The following is a summary of selected financial information for our Discontinued Operations:

	Year Ended December 31, 2016
Cost and Expenses:	
Cost of services	$ 5,456
Other Expenses	2,065
Total Costs and Expenses	$ 7,521
Selected amounts included in Costs and Expenses:	
Depreciation of buildings and equipment	$ 130
Amortization of internal use software	49
Amortization of product software	61
Amortization of acquired intangible assets	280
Amortization of customer contract costs	93
Operating lease rent expense	378
Defined contribution plans	35
Interest expense(1)	13
Goodwill impairment charge(2)	935
Expenditures:	
Cost of additions to land, buildings and equipment	$ 150
Cost of additions to internal use software	39
Customer-related deferred set-up/transition and inducement costs	62

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(1) Represents interest on third-party borrowings only that were transferred to Conduent as part of the Distribution. Excludes $18 of interest associated with the $1.0 billion Senior Unsecured Term Facility noted above. No additional interest expense was allocated to discontinued operations for the year ended December 31, 2016.

(2) Prior to the Separation and Distribution of Conduent, in connection with the annual goodwill impairment test, a pre-tax goodwill impairment charge was recorded in the fourth quarter 2016 associated with the Commercial Services reporting unit of the BPO business.

Other Divestitures

Xerox Research Centre Europe in Grenoble

In August 2017, we completed the sale of the Xerox Research Centre Europe in Grenoble, France to Naver Corporation (Naver). The selling price was approximately $23 and included a license agreement and the transfer of liabilities. The net assets and expenses of the sale were approximately $10, including approximately $6 of Goodwill, resulting in a pre-tax gain of $13 ($4 after-tax), which is included in Other expenses, net in the Consolidated Statements of Income (Loss) for the year ended December 31, 2017. The sale included the transfer of approximately 80 researchers and administrative staff who became part of Naver.

Note 6 – Accounts Receivable, Net

Accounts receivable, net were as follows:

	December 31,	
	2018	2017
Invoiced	$ 999	$ 1,048
Accrued [(1)]	333	368
Allowance for doubtful accounts	(56)	(59)
Accounts receivable, net	$ 1,276	$ 1,357

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(1) Accrued amounts are normally invoiced to customers in the subsequent quarter.

We perform ongoing credit evaluations of our customers and adjust credit limits based upon customer payment history and current creditworthiness. The allowance for uncollectible accounts receivable is determined principally on the basis of past collection experience as well as consideration of current economic conditions and changes in our customer collection trends.

Accounts Receivable Sales Arrangements

Accounts receivable sales arrangements are utilized in the normal course of business as part of our cash and liquidity management. The accounts receivable sold are generally short-term trade receivables with payment due dates of less than 60 days. During 2017, we terminated all accounts receivable sales arrangements in North America and all but one arrangement in Europe, which resulted in a one-time reduction in our operating cash flows. The remaining accounts receivable sales facility in Europe enables us to sell receivables associated with our distributor network on an ongoing basis without recourse. Under this remaining arrangement, we sell our entire interest in the related accounts receivable for cash and no portion of the payment is held back or deferred by the purchaser.

Of the accounts receivable sold and derecognized from our balance sheet, $131 and $161 remained uncollected as of December 31, 2018 and 2017, respectively. Accounts receivable sales activity was as follows:

	Year Ended December 31,		
	2018	2017	2016
Accounts receivable sales[(1)]	$ 405	$ 1,733	$ 2,267
Deferred proceeds [(2)]	—	164	233
Loss on sale of accounts receivable	3	10	16

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(1) Customers may also enter into structured-payable arrangements that require us to sell our receivables from that customer to a third-party financial institution, which then makes payments to us to settle the customer's receivable. In these instances, we ensure the sale of the receivables are bankruptcy-remote and the payment made to us is without recourse. The activity associated with these arrangements is not reflected in this disclosure, as payments under these arrangements have not been material and these are customer directed arrangements.

(2) For sales arrangements terminated in the fourth quarter 2017, a portion of the sales proceeds was normally held back by the purchaser and payment was deferred until collection of the related sold receivables.

Note 7 – Finance Receivables, Net

Finance receivables include sales-type leases, direct financing leases and installment loans arising from the marketing of our equipment. These receivables are typically collateralized by a security interest in the underlying assets. Finance receivables, net were as follows:

	December 31, 2018	December 31, 2017
Gross receivables	$ 4,003	$ 4,354
Unearned income	(439)	(494)
Subtotal	3,564	3,860
Residual values	—	—
Allowance for doubtful accounts	(92)	(108)
Finance Receivables, Net	3,472	3,752
Less: Billed portion of finance receivables, net	105	112
Less: Current portion of finance receivables not billed, net	1,218	1,317
Finance Receivables Due After One Year, Net	$ 2,149	$ 2,323

Contractual maturities of our gross finance receivables as of December 31, 2018 were as follows (including those already billed of $107):

2019	2020	2021	2022	2023	Thereafter	Total
$ 1,543	$ 1,108	$ 755	$ 425	$ 158	$ 14	$ 4,003

Finance Receivables - Allowance for Credit Losses and Credit Quality

Our finance receivable portfolios are primarily in the U.S., Canada and Europe. We generally establish customer credit limits and estimate the allowance for credit losses on a country or geographic basis. Customer credit limits are based upon an initial evaluation of the customer's credit quality and we adjust that limit accordingly based upon ongoing credit assessments of the customer, including payment history and changes in credit quality.

The allowance for doubtful accounts and provision for credit losses represents an estimate of the losses expected to be incurred from the Company's finance receivable portfolio. The level of the allowance is determined on a collective basis by applying projected loss rates to our different portfolios by country, which represent our portfolio segments. This is the level at which we develop and document our methodology to determine the allowance for credit losses. This loss rate is primarily based upon historical loss experience adjusted for judgments about the probable effects of relevant observable data including current economic conditions as well as delinquency trends, resolution rates, the aging of receivables, credit quality indicators and the financial health of specific customer classes or groups. The allowance for doubtful finance receivables is inherently more difficult to estimate than the allowance for trade accounts receivable because the underlying lease portfolio has an average maturity, at any time, of approximately two to three years and contains past due billed amounts, as well as unbilled amounts. We consider all available information in our quarterly assessments of the adequacy of the allowance for doubtful accounts. The identification of account-specific exposure is not a significant factor in establishing the allowance for doubtful finance receivables. Our policy and methodology used to establish our allowance for doubtful accounts has been consistently applied over all periods presented.

Since our allowance for doubtful finance receivables is determined by country, the risk characteristics in our finance receivable portfolio segments will generally be consistent with the risk factors associated with the economies of those countries/regions. Loss rates in the U.S. remained steady and did not change significantly during 2018 and 2017. Since Europe is comprised of various countries and regional economies, the risk profile within our European portfolio segment is somewhat more diversified due to the varying economic conditions among and within the countries. Charge-offs in Europe were $18 in 2018 as compared to $11 in 2017.

The following table is a rollforward of the allowance for doubtful finance receivables as well as the related investment in finance receivables:

Allowance for Credit Losses:	United States	Canada	Europe	Other[(2)]	Total
Balance at December 31, 2016[(1)]	$ 55	$ 16	$ 37	$ 2	$ 110
Provision	11	2	4	—	17
Charge-offs	(12)	(5)	(11)	—	(28)
Recoveries and other[(3)]	2	2	5	—	9
Balance at December 31, 2017	$ 56	$ 15	$ 35	$ 2	$ 108
Provision	12	3	9	—	24
Charge-offs	(17)	(6)	(18)	—	(41)
Recoveries and other[(3)]	2	—	(1)	—	1
Balance at December 31, 2018	$ 53	$ 12	$ 25	$ 2	$ 92
Finance Receivables Collectively Evaluated for Impairment:					
December 31, 2017[(4)]	$ 2,029	$ 397	$ 1,362	$ 72	$ 3,860
December 31, 2018[(4)]	$ 1,932	$ 335	$ 1,239	$ 58	$ 3,564

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(1) *In the first quarter 2016, as a result of an internal reorganization, a U.S. leasing unit previously classified as Other was reclassified to the U.S. Prior year amounts have been reclassified to conform to current year presentation.*
(2) *Includes developing market countries and smaller units.*
(3) *Includes the impacts of foreign currency translation and adjustments to reserves necessary to reflect events of non-payment such as customer accommodations and contract terminations.*
(4) *Total Finance receivables exclude the allowance for credit losses of $92 and $108 at December 31, 2018 and 2017, respectively.*

In the U.S. and Canada, customers are further evaluated or segregated by class based on industry sector. The primary customer classes are Finance & Other Services, Government & Education, Graphic Arts, Industrial, Healthcare and Other. In Europe, customers are further grouped by class based on the country or region of the customer. The primary customer classes include the U.K./Ireland, France and the following European regions - Central, Nordic and Southern. These groupings or classes are used to understand the nature and extent of our exposure to credit risk arising from finance receivables.

We evaluate our customers based on the following credit quality indicators:

- **Investment grade:** This rating includes accounts with excellent to good business credit, asset quality and capacity to meet financial obligations. These customers are less susceptible to adverse effects due to shifts in economic conditions or changes in circumstance. The rating generally equates to a Standard & Poors (S&P) rating of BBB- or better. Loss rates in this category are normally less than 1%.
- **Non-investment grade:** This rating includes accounts with average credit risk that are more susceptible to loss in the event of adverse business or economic conditions. This rating generally equates to a BB S&P rating. Although we experience higher loss rates associated with this customer class, we believe the risk is somewhat mitigated by the fact that our leases are fairly well dispersed across a large and diverse customer base. In addition, the higher loss rates are largely offset by the higher rates of return we obtain with such leases. Loss rates in this category are generally in the range of 2% to 5%.
- **Substandard:** This rating includes accounts that have marginal credit risk such that the customer's ability to make repayment is impaired or may likely become impaired. We use numerous strategies to mitigate risk including higher rates of interest, prepayments, personal guarantees, etc. Accounts in this category include customers who were downgraded during the term of the lease from investment and non-investment grade evaluation when the lease was originated. Accordingly, there is a distinct possibility for a loss of principal and interest or customer default. The loss rates in this category are generally in the range of 7% to 10%.

Credit quality indicators are updated at least annually, and the credit quality of any given customer can change during the life of the portfolio. Details about our finance receivables portfolio based on industry and credit quality indicators are as follows:

	December 31, 2018				December 31, 2017			
	Investment Grade	Non-investment Grade	Sub-standard	Total Finance Receivables	Investment Grade	Non-investment Grade	Sub-standard	Total Finance Receivables
Finance and other services	$ 177	$ 330	$ 87	$ 594	$ 199	$ 345	$ 75	$ 619
Government and education	451	62	9	522	490	61	6	557
Graphic arts	82	131	86	299	84	97	141	322
Industrial	85	81	16	182	82	84	14	180
Healthcare	86	47	9	142	88	48	9	145
Other	63	89	41	193	68	98	40	206
Total United States	944	740	248	1,932	1,011	733	285	2,029
Finance and other services	52	33	20	105	54	42	27	123
Government and education	38	3	4	45	48	5	5	58
Graphic arts	22	30	26	78	34	35	27	96
Industrial	16	12	9	37	20	12	11	43
Other	34	21	15	70	36	25	16	77
Total Canada	162	99	74	335	192	119	86	397
France	221	180	17	418	234	226	22	482
U.K/Ireland	132	105	7	244	106	150	10	266
Central(1)	179	136	12	327	189	149	16	354
Southern(2)	46	148	11	205	52	144	13	209
Nordic(3)	28	17	—	45	29	21	1	51
Total Europe	606	586	47	1,239	610	690	62	1,362
Other	34	21	3	58	38	28	6	72
Total	$ 1,746	$ 1,446	$ 372	$ 3,564	$ 1,851	$ 1,570	$ 439	$ 3,860

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(1) Switzerland, Germany, Austria, Belgium and Holland.
(2) Italy, Greece, Spain and Portugal.
(3) Sweden, Norway, Denmark and Finland.

The aging of our receivables portfolio is based upon the number of days an invoice is past due. Receivables that are more than 90 days past due are considered delinquent. Receivable losses are charged against the allowance when management believes the uncollectibility of the receivable is confirmed and is generally based on individual credit evaluations, results of collection efforts and specific circumstances of the customer. Subsequent recoveries, if any, are credited to the allowance.

We generally continue to maintain equipment on lease and provide services to customers that have invoices for finance receivables that are 90 days or more past due and, as a result of the bundled nature of billings, we also continue to accrue interest on those receivables. However, interest revenue for such billings is only recognized if collectability is deemed reasonably assured. The aging of our billed finance receivables is as follows:

	December 31, 2018						
	Current	31-90 Days Past Due	>90 Days Past Due	Total Billed	Unbilled	Total Finance Receivables	>90 Days and Accruing
Finance and other services	$ 15	$ 4	$ 2	$ 21	$ 573	$ 594	$ 11
Government and education	17	4	3	24	498	522	24
Graphic arts	10	1	1	12	287	299	5
Industrial	5	2	1	8	174	182	5
Healthcare	4	2	1	7	135	142	5
Other	5	2	1	8	185	193	4
Total United States	56	15	9	80	1,852	1,932	54
Canada	7	2	1	10	325	335	22
France	5	—	—	5	413	418	14
U.K./Ireland	2	—	—	2	242	244	—
Central(1)	1	1	1	3	324	327	6
Southern(2)	3	1	1	5	200	205	6
Nordic(3)	—	—	—	—	45	45	—
Total Europe	11	2	2	15	1,224	1,239	26
Other	2	—	—	2	56	58	—
Total	$ 76	$ 19	$ 12	$ 107	$ 3,457	$ 3,564	$ 102

	December 31, 2017						
	Current	31-90 Days Past Due	>90 Days Past Due	Total Billed	Unbilled	Total Finance Receivables	>90 Days and Accruing
Finance and other services	$ 18	$ 3	$ 1	$ 22	$ 597	$ 619	$ 12
Government and education	18	3	3	24	533	557	21
Graphic arts	12	1	—	13	309	322	6
Industrial	6	1	1	8	172	180	4
Healthcare	5	1	1	7	138	145	5
Other	7	1	1	9	197	206	3
Total United States	66	10	7	83	1,946	2,029	51
Canada	8	2	1	11	386	397	17
France	6	—	—	6	476	482	22
U.K./Ireland	3	—	—	3	263	266	—
Central(1)	1	2	—	3	351	354	6
Southern(2)	4	1	1	6	203	209	6
Nordic(3)	—	—	—	—	51	51	—
Total Europe	14	3	1	18	1,344	1,362	34
Other	3	—	—	3	69	72	—
Total	$ 91	$ 15	$ 9	$ 115	$ 3,745	$ 3,860	$ 102

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(1) Switzerland, Germany, Austria, Belgium and Holland.
(2) Italy, Greece, Spain and Portugal.
(3) Sweden, Norway, Denmark and Finland.

Sale of Finance Receivables

In 2013 and 2012, we transferred our entire interest in certain groups of lease finance receivables to third-party entities for cash proceeds and beneficial interests. The transfers were accounted for as sales with derecognition of the associated lease receivables. There have been no transfers or sales of finance receivables since 2013. We continued to service the sold receivables and record servicing fee income over the expected life of the associated receivables. During 2017, we exercised the various clean-up calls we, as the servicer, held on the sold receivables and, accordingly, repurchased the remaining balances of the previously derecognized receivables and terminated the programs. The amounts repurchased were not material. Due to the repurchase, there was no remaining balance of beneficial interests at December 31, 2017.

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Note 8 – Inventories and Equipment on Operating Leases, Net

The following is a summary of Inventories by major category:

	December 31, 2018	December 31, 2017
Finished goods	$ 699	$ 777
Work-in-process	49	49
Raw materials	70	89
Total Inventories	$ 818	$ 915

The transfer of equipment from our inventories to equipment subject to an operating lease is presented in our Consolidated Statements of Cash Flows in the operating activities section. Equipment on operating leases and similar arrangements consists of our equipment rented to customers and depreciated to estimated salvage value at the end of the lease term.

Equipment on operating leases and the related accumulated depreciation were as follows:

	December 31, 2018	December 31, 2017
Equipment on operating leases	$ 1,519	$ 1,546
Accumulated depreciation	(1,077)	(1,092)
Equipment on operating leases, net	$ 442	$ 454

Depreciable lives generally vary from three to four years consistent with our planned and historical usage of the equipment subject to operating leases. Our equipment operating lease terms vary, generally from one to three years. Estimated minimum future revenues associated with Equipment on operating leases are as follows:

2019	2020	2021	2022	2023	Thereafter
$ 260	$ 178	$ 111	$ 61	$ 21	$ 2

Total contingent rentals on operating leases, consisting principally of usage charges in excess of minimum contracted amounts, for the years ended December 31, 2018, 2017 and 2016 amounted to $120, $119 and $132, respectively.

Note 9 - Land, Buildings, Equipment and Software, Net

Land, buildings and equipment, net were as follows:

	Estimated Useful Lives (Years)	December 31, 2018	December 31, 2017
Land		$ 12	$ 22
Building and building equipment	25 to 50	793	909
Leasehold improvements	Varies	179	192
Plant machinery	5 to 12	1,143	1,214
Office furniture and equipment	3 to 15	611	651
Other	4 to 20	45	54
Construction in progress		26	30
Subtotal		2,809	3,072
Accumulated depreciation		(2,310)	(2,443)
Land, buildings and equipment, net		$ 499	$ 629

Depreciation expense and operating lease rent expense were as follows:

	Year Ended December 31, 2018	2017	2016
Depreciation expense	$ 148	$ 136	$ 148
Operating lease rent expense	147	161	157

We lease buildings and equipment, substantially all of which are accounted for as operating leases. Capital leased assets were $9 and $35 at December 31, 2018 and 2017, respectively.

Future minimum operating lease commitments that have initial or remaining non-cancelable lease terms in excess of one year at December 31, 2018 were as follows:

2019	2020	2021	2022	2023	Thereafter
$ 114	$ 88	$ 64	$ 50	$ 36	$ 27

Internal Use Software

As of December 31, 2018 and 2017, capitalized costs related to internal use software, net of accumulated amortization, were $154 and $209, respectively. Useful lives of our internal use software generally vary from three to seven years.

Note 10 – Investment in Affiliates, at Equity

Investments in corporate joint ventures and other companies in which we generally have a 20% to 50% ownership interest were as follows:

	December 31,	
	2018	2017
Fuji Xerox	$ 1,360	$ 1,366
Other	43	38
Investments in affiliates, at equity	$ 1,403	$ 1,404

Our equity in net income of our unconsolidated affiliates was as follows:

	Year Ended December 31,		
	2018	2017	2016
Fuji Xerox	$ 25	$ 102	$ 114
Other	8	13	13
Total Equity in net income of unconsolidated affiliates	$ 33	$ 115	$ 127

Fuji Xerox

Fuji Xerox is headquartered in Tokyo and operates in Japan, China, Australia, New Zealand, Vietnam and other areas of the Pacific Rim. Our investment in Fuji Xerox of $1,360 at December 31, 2018, differs from our implied 25% interest in the underlying net assets, or $1,452, due primarily to our deferral of gains resulting from sales of assets by us to Fuji Xerox.

Equity in net income of Fuji Xerox is affected by certain adjustments to reflect the deferral of profit associated with intercompany sales. These adjustments may result in recorded equity income that is different from that implied by our 25% ownership interest. In addition, the Equity in net income of Fuji Xerox for the three years ended December 31, 2018 includes after-tax restructuring and other charges of $95, $10 and $3, respectively.

In 2018, in connection with the audits of Fuji Xerox's fiscal year-end financial statements as of and for the years ended March 31, 2016, 2017 and 2018 out-of-period adjustments and misstatements were identified. These adjustments and misstatements were to the previously reported Net income of Fuji Xerox for the period from 2010 through 2017 and were incremental to the items that had been identified by the IIC (or Fujifilm's independent investigation committee completed in June 2017). These incremental adjustments primarily related to Fuji Xerox's Asia Pacific subsidiaries and involved improper revenue recognition, including revenue associated with leasing transactions, additional provisions for bad debt allowances and other asset impairments. In certain instances, some of the adjustments related to inappropriate accounting and reporting practices in the Fuji Xerox Asia Pacific subsidiaries where previous misstatements were identified.

Fuji Xerox recorded a cumulative charge of JPY 12 billion (approximately $110 based on the Yen/U.S. Dollar average exchange rate for the quarter ended March 31, 2018 of 108.07) in their net loss for the quarter ended March 31, 2018 (our first quarter 2018) related to the correction of these adjustments and misstatements. Our recognition of 25% of Fuji Xerox's net loss for Xerox's first quarter 2018 included an approximately $28 charge related to these adjustments and misstatements. We determined that the impact of the out-of-period misstatements was not material to Xerox's Consolidated Financial Statements for any individual prior quarter or year and the adjustment to correct the misstatements was not material to our full year 2018 results.

Summarized financial information for Fuji Xerox is as follows:

	Year Ended December 31, 2018	2017	2016
Summary of Operations			
Revenues	$ 9,161	$ 9,638	$ 10,149
Costs and expenses	8,880	9,072	9,460
Income before income taxes	281	566	689
Income tax expense	160	144	206
Net Income	121	422	483
Less: Net income - noncontrolling interests	2	5	8
Net Income - Fuji Xerox	$ 119	$ 417	$ 475
Balance Sheet			
Assets:			
Current assets	$ 4,179	$ 4,315	$ 4,313
Long-term assets	4,034	4,488	4,516
Total Assets	$ 8,213	$ 8,803	$ 8,829
Liabilities and Equity			
Short-term debt	$ 130	$ 428	$ 681
Other current liabilities	1,827	2,079	2,001
Long-term debt	24	76	283
Other long-term liabilities	395	369	587
Noncontrolling interests	30	33	31
Fuji Xerox shareholders' equity	5,807	5,818	5,246
Total Liabilities and Equity	$ 8,213	$ 8,803	$ 8,829

Yen/U.S. Dollar exchange rates used to translate are as follows:

Financial Statement	Exchange Basis	2018	2017	2016
Summary of Operations	Weighted average rate	110.28	112.14	108.76
Balance Sheet	Year-end rate	110.26	112.87	116.53

Transactions with Fuji Xerox

We receive dividends from Fuji Xerox, which are reflected as a reduction in our investment. Additionally, we have a Technology Agreement with Fuji Xerox whereby we receive royalty payments for their use of our Xerox brand trademark, as well as rights to access our patent portfolio in exchange for access to their patent portfolio. These payments are included in Services, maintenance and rentals revenues in the Consolidated Statements of Income (Loss). We also have arrangements with Fuji Xerox whereby we purchase inventory from and sell inventory to Fuji Xerox. Pricing of the transactions under these arrangements is based upon terms the Company believes to be negotiated at arm's length. Our purchase commitments with Fuji Xerox are in the normal course of business and typically have a lead time of three months. In addition, we pay Fuji Xerox and they pay us for unique research and development costs.

Transactions with Fuji Xerox were as follows:

	Year Ended December 31, 2018	2017	2016
Dividends received from Fuji Xerox	$ 23	$ 46	$ 47
Royalty revenue earned	96	103	110
Inventory purchases from Fuji Xerox	1,501	1,585	1,641
Inventory sales to Fuji Xerox	43	58	80
R&D payments received from Fuji Xerox	1	1	1
R&D payments paid to Fuji Xerox	8	14	13

As of December 31, 2018 and 2017, net amounts due to Fuji Xerox were $320 and $331, respectively.

Note 11 - Goodwill and Intangible Assets, Net

Goodwill

The following table presents the changes in the carrying amount of goodwill:

	Total
Balance at December 31, 2015	$ 3,951
Foreign currency translation	(183)
Acquisitions:	
Imagetek	10
Other	9
Balance at December 31, 2016	$ 3,787
Foreign currency translation	105
Acquisitions:	
MT Business	33
Other	11
Divestiture[(1)]	(6)
Balance at December 31, 2017	$ 3,930
Foreign currency translation	(63)
Balance at December 31, 2018	$ 3,867

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(1) Relates to the sale of Xerox Research Centre Europe in Grenoble, France to Naver. Refer to Note 5 - Divestitures for additional information regarding this divestiture.

Intangible Assets, Net

Net intangible assets were $220 at December 31, 2018. Intangible assets were comprised of the following:

		December 31, 2018			December 31, 2017		
	Weighted Average Amortization	Gross Carrying Amount	Accumulated Amortization	Net Amount	Gross Carrying Amount	Accumulated Amortization	Net Amount
Customer relationships	10 years	$ 317	$ 263	$ 54	$ 319	$ 236	$ 83
Distribution network	25 years	123	93	30	123	89	34
Trademarks	20 years	260	133	127	261	120	141
Technology and non-compete	14 years	15	6	9	16	6	10
Total Intangible Assets		$ 715	$ 495	$ 220	$ 719	$ 451	$ 268

Amortization expense related to intangible assets was $48, $53, and $58 for the three years ended December 31, 2018, 2017 and 2016, respectively. Excluding the impact of additional acquisitions, amortization expense is expected to approximate $48 in 2019, $45 in 2020, and $19 in each of the years 2021, 2022 and 2023.

Note 12 – Restructuring and Asset Impairment Charges

We engage in restructuring actions, including Project Own It, as well as other transformation efforts in order to reduce our cost structure, realign it to the changing nature of our business and to achieve operating efficiencies. In addition, these actions are expected to simplify our organizational structure, upgrade our IT infrastructure and redesign business processes. As part of our efforts to streamline operations and reduce costs, our restructuring actions may also include the off-shoring or outsourcing of certain operations, services and other functions.

Costs associated with restructuring, including employee severance and lease termination costs, are generally recognized when it has been determined that a liability has been incurred, which is generally upon communication to the affected employees or exit from the leased facility, respectively. In those geographies where we have either a formal severance plan or a history of consistently providing severance benefits representing a substantive plan, we recognize employee severance costs when they are both probable and reasonably estimable.

A summary of our restructuring program activity for the three years ended December 31, 2018 is as follows:

	Severance and Related Costs	Lease Cancellation and Other Costs	Asset Impairments[(2)]	Total
Balance at December 31, 2015	$ 18	$ 1	$ —	$ 19
Restructuring provision	219	28	—	247
Reversals of prior accruals	(16)	(1)	(5)	(22)
Net Current Period Charges[(1)]	203	27	(5)	225
Charges against reserve and currency	(117)	(5)	5	(117)
Balance at December 31, 2016	$ 104	$ 23	$ —	$ 127
Restructuring provision	221	4	7	232
Reversals of prior accruals	(29)	(6)	—	(35)
Net Current Period Charges[(1)]	192	(2)	7	197
Charges against reserve and currency	(188)	(20)	(7)	(215)
Balance at December 31, 2017	$ 108	$ 1	$ —	$ 109
Restructuring provision	176	14	—	190
Reversals of prior accruals	(33)	—	—	(33)
Net Current Period Charges[(1)]	143	14	—	157
Charges against reserve and currency	(157)	(14)	—	(171)
Balance at December 31, 2018	$ 94	$ 1	$ —	$ 95

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(1) *Represents net amount recognized within the Consolidated Statements of Income (Loss) for the years shown for restructuring and asset impairment charges.*
(2) *Charges associated with asset impairments represent the write-down of the related assets to their new cost basis and are recorded concurrently with the recognition of the provision.*

The following table summarizes the reconciliation to the Consolidated Statements of Cash Flows:

	Year Ended December 31, 2018	2017	2016
Charges against reserve and currency	$ (171)	$ (215)	$ (117)
Asset impairments	—	7	—
Effects of foreign currency and other non-cash items	1	(12)	4
Restructuring Cash Payments	$ (170)	$ (220)	$ (113)

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Note 13 - Supplementary Financial Information

The components of Other assets and liabilities were as follows:

	December 31, 2018	December 31, 2017
Other Current Assets		
Income taxes receivable	$ 14	$ 43
Royalties, license fees and software maintenance	20	18
Restricted cash	1	1
Prepaid expenses	31	43
Derivative instruments	15	2
Advances and deposits	28	27
Other	85	102
Total Other Current Assets	$ 194	$ 236
Other Current Liabilities		
Income taxes payable	$ 33	$ 7
Other taxes payable	77	91
Interest payable	41	43
Restructuring reserves	93	106
Derivative instruments	1	25
Product warranties	5	6
Dividends payable	69	73
Distributor and reseller rebates/commissions	158	175
Unearned income and other revenue deferrals	156	170
Other	217	211
Total Other Current Liabilities	$ 850	$ 907
Other Long-term Assets		
Income taxes receivable	$ 8	$ 10
Prepaid pension costs	281	193
Derivative instruments	—	1
Internal use software, net	154	209
Restricted cash	63	74
Debt issuance costs, net	4	5
Customer contract costs, net	184	10
Deferred compensation plan investments	16	18
Other	149	162
Total Other Long-term Assets	$ 859	$ 682
Other Long-term Liabilities		
Deferred taxes	$ 51	$ 42
Income taxes payable	18	21
Environmental reserves	9	9
Restructuring reserves	2	3
Other	189	131
Total Other Long-term Liabilities	$ 269	$ 206

Cash, Cash Equivalents and Restricted Cash

Restricted cash amounts were as follows:

	December 31, 2018	December 31, 2017
Cash and cash equivalents	$ 1,084	$ 1,293
Restricted cash		
Litigation deposits in Brazil	61	72
Other restricted cash	3	3
Total Restricted Cash	64	75
Cash, cash equivalents and restricted cash	$ 1,148	$ 1,368

Restricted cash primarily relates to escrow cash deposits made in Brazil associated with tax litigation. As more fully discussed in Note 19 - Contingencies and Litigation, various litigation matters in Brazil require us to make cash deposits to escrow as a condition of continuing the litigation. Restricted cash amounts are classified in our Consolidated Balance Sheets based on when the cash will be contractually or judicially released.

Restricted cash was reported in the Consolidated Balance Sheets as follows:

	December 31,	
	2018	2017
Other current assets	$ 1	$ 1
Other long-term assets	63	74
Total Restricted cash	$ 64	$ 75

Pension and Other Benefit Liabilities

	December 31,	
	2018	2017
Pension liabilities(1)	$ 1,386	$ 1,493
Accrued compensation liabilities	73	72
Deferred compensation liabilities(2)	23	30
Pension and other benefit liabilities	$ 1,482	$ 1,595

(1) Refer to Note 17 - Employee Benefit Plans for additional information regarding pension liabilities.

(2) As of December 31, 2018 and 2017, deferred compensation liabilities include amounts that are measured at fair value on a recurring basis of $16 and $19, respectively and amounts related to executive deferred compensation of $7 and $11, respectively. Refer to Note 16 - Fair Value of Financial Assets and Liabilities for additional information regarding deferred compensation liabilities.

Summarized Cash Flow Information

Summarized cash flow information is as follows:

	Year Ended December 31,		
	2018	2017	2016
Provision for receivables	$ 40	$ 46	$ 43
Provision for inventory	30	27	28
Provision for product warranty	14	15	15
Depreciation of buildings and equipment	148	136	148
Depreciation and obsolescence of equipment on operating leases	249	265	276
Amortization of internal use software	81	65	73
Amortization of product software	—	4	4
Amortization of acquired intangible assets	48	53	58
Amortization of customer contract costs(1)	100	4	4
Cost of additions to land, buildings and equipment	55	69	93
Cost of additions to internal use software	35	36	45
Common stock dividends	255	274	307
Preferred stock dividends	14	17	24
Payments to noncontrolling interests	17	18	17

(1) Amortization of customer contract costs for the year ended December 31, 2018 is reported in Decrease (increase) in other current and long-term assets. Refer to Note 2 - Revenue - Contract Costs for additional information.

Note 14 – Debt

Short-term borrowings were as follows:

	December 31,	
	2018	2017
Notes Payable	$ —	$ 6
Current maturities of long-term debt	961	276
Short-term debt and current portion of long-term debt	$ 961	$ 282

We classify our debt based on the contractual maturity dates of the underlying debt instruments or as of the earliest put date available to the debt holders. We defer costs associated with debt issuance over the applicable term, or to the first put date in the case of convertible debt or debt with a put feature. These costs are amortized as interest expense in our Consolidated Statements of Income (Loss).

Long-term debt was as follows:

	Stated Rate	Weighted Average Interest Rates at December 31, 2018(2)	December 31, 2018	December 31, 2017
Xerox Corporation				
Notes due 2018			$ —	$ 1
Senior Notes due 2018			—	265
Senior Notes due 2019	2.75%	2.58%	406	406
Senior Notes due 2019	5.63%	5.48%	554	554
Senior Notes due 2020	2.80%	2.50%	313	313
Senior Notes due 2020	3.50%	3.47%	362	362
Senior Notes due 2020	2.75%	2.67%	375	375
Senior Notes due 2021	4.50%	5.39%	1,062	1,062
Senior Notes due 2022	4.07%	4.07%	300	300
Senior Notes due 2023(3)	3.63%	3.64%	1,000	1,000
Senior Notes due 2024	3.80%	3.84%	300	300
Senior Notes due 2035	4.80%	4.84%	250	250
Senior Notes due 2039	6.75%	6.78%	350	350
Subtotal - Notes			$ 5,272	$ 5,538
Capital lease obligations		4.08%	$ 9	$ 35
Principal debt balance			$ 5,281	$ 5,573
Unamortized discount			(25)	(35)
Debt issuance costs			(25)	(32)
Fair value adjustments(1)				
Terminated swaps			2	4
Current swaps			(3)	1
Less: current maturities			(961)	(276)
Total Long-term Debt			$ 4,269	$ 5,235

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(1) Fair value adjustments include the following: (i) fair value adjustments to debt associated with terminated interest rate swaps, which are being amortized to interest expense over the remaining term of the related notes; and (ii) changes in fair value of hedged debt obligations attributable to movements in benchmark interest rates. Hedge accounting requires hedged debt instruments to be reported inclusive of any fair value adjustment.

(2) Represents the weighted average effective interest rate, which includes the effect of discounts and premiums on issued debt.

(3) As a result of the downgrade of our debt rating, the original coupon rate of 3.625% will increase by 0.50% to 4.125% effective March 15, 2019.

Scheduled principal payments due on our long-term debt for the next five years and thereafter are as follows:

2019(1)	2020	2021	2022	2023	Thereafter	Total
$ 961	$ 1,052	$ 1,064	$ 302	$ 1,002	$ 900	$ 5,281

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(1) Quarterly long-term debt maturities from continuing operations for 2019 are $407, $0, $0 and $554 for the first, second, third and fourth quarters, respectively.

Bridge Facility

Refer to Note 25 - Fuji Xerox Transaction for additional information regarding the bridge loan facility that was terminated during the second quarter 2018.

Credit Facility

We have a $1.8 billion unsecured revolving Credit Facility with a group of lenders, which matures in August 2022. The Credit Facility includes a $250 letter of credit sub-facility as well as an accordion feature that allows us to increase (from time to time, with willing lenders) the overall size of the facility by $750. We also have the right to request a one year extension on any anniversary of the restated amendment date.

Proceeds from any borrowings under the Credit Facility can be used to provide working capital for the Company and its subsidiaries and for general corporate purposes. The Credit Facility is available, without sublimit, to certain of our qualifying subsidiaries. Our obligations under the Credit Facility are unsecured and are not currently guaranteed by any of our subsidiaries. Any domestic subsidiary that guarantees more than $100 of Xerox Corporation debt must also guaranty our obligations under the Credit Facility. In the event that any of our subsidiaries borrows under the Credit Facility, its borrowings thereunder would be guaranteed by us. At December 31, 2018 and 2017, we had no outstanding borrowings or letters of credit under the amended and restated Credit Facility.

Borrowings under the Credit Facility bear interest at our choice, at either (a) a Base Rate as defined in the new Credit Facility agreement, plus a spread that varies between 0.000% and 0.700% depending on our credit rating at the time of borrowing, or (b) LIBOR plus an all-in spread that varies between 1.000% and 1.700% depending on our credit rating at the time of borrowing. Based on our credit rating as of December 31, 2018, the applicable all-in spreads for the Base Rate and LIBOR borrowing were 0.375% and 1.375%, respectively.

An annual facility fee is payable to each lender in the Credit Facility at a rate that varies between 0.125% and 0.300% depending on our credit rating. Based on our credit rating as of December 31, 2018 the applicable rate is 0.25%.

The Credit Facility contains various conditions to borrowing and affirmative, negative and financial maintenance covenants. Certain of the more significant covenants are summarized below:

(a) Maximum leverage ratio (a quarterly test that is calculated as principal debt divided by consolidated EBITDA, both as defined in the amended and restated Credit Facility) of 4.25x.

(b) Minimum interest coverage ratio (a quarterly test that is calculated as consolidated EBITDA divided by consolidated interest expense, both as defined in the amended and restated Credit Facility) may not be less than 3.00x.

(c) Limitations on (i) liens securing debt, (ii) mergers, consolidations and liquidations, (iii) limitations on debt incurred by certain subsidiaries, (iv) sale of all or substantially all our assets, (v) payment restrictions affecting subsidiaries, (vi) non-arm's length transactions with affiliates, (vii) change in nature of business, (viii) actions that may violate OFAC and anti-corruption laws.

The Credit Facility contains various events of default that are substantially similar to those included in the prior, 2014 $2.0 billion Credit Facility, the occurrence of which could result in termination of the lenders' commitments to lend and the acceleration of all our obligations under the amended and restated Credit Facility. These events of default include, without limitation: (i) payment defaults, (ii) breaches of covenants under the amended and restated Credit Facility (certain of which breaches do not have any grace period), (iii) cross-defaults and acceleration to certain of our other obligations and (iv) a change of control of Xerox.

On February 15, 2018, the Credit Facility was amended to modify the “change of control” provisions to permit the consummation of the Fuji Xerox Transaction. Refer to Note 25 - Fuji Xerox Transaction for additional details regarding the transaction.

Commercial Paper

We have a private placement commercial paper (CP) program in the U.S. under which we may issue CP up to a maximum amount of $1.8 billion. At this time, based on our current debt credit rating, this program is not available for use.

Interest

Interest paid on our short-term and long-term debt amounted to $231, $268 and $352 for the years ended December 31, 2018, 2017 and 2016, respectively.

	Year Ended December 31,		
	2018	2017	2016
Interest paid - continuing operations	$ 231	$ 268	$ 332
Interest paid - discontinued operations	—	—	20
Total interest paid on debt	$ 231	$ 268	$ 352

Interest expense and interest income was as follows:

	Year Ended December 31,		
	2018	2017	2016
Interest expense[(1)]	$ 244	$ 252	$ 309
Interest income[(2)]	283	302	330

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(1) Includes Equipment financing interest expense, as well as non-financing interest expense included in Other expenses, net in the Consolidated Statements of Income (Loss).

(2) Includes Finance income, as well as other interest income that is included in Other expenses, net in the Consolidated Statements of Income (Loss).

Equipment financing interest is determined based on an estimated cost of funds, applied against the estimated level of debt required to support our net finance receivables. The estimated cost of funds is based on the interest cost associated with actual borrowings determined to be in support of the leasing business. The estimated level of debt continues to be based on an assumed 7 to 1 leverage ratio of debt/equity as compared to our average finance receivable balance during the applicable period.

Note 15 – Financial Instruments

We are exposed to market risk from changes in foreign currency exchange rates and interest rates, which could affect operating results, financial position and cash flows. We manage our exposure to these market risks through our regular operating and financing activities and, when appropriate, through the use of derivative financial instruments. These derivative financial instruments are utilized to hedge economic exposures, as well as to reduce earnings and cash flow volatility resulting from shifts in market rates. We enter into limited types of derivative contracts, including interest rate swap agreements, foreign currency spot, forward and swap contracts and net purchased foreign currency options to manage interest rate and foreign currency exposures. Our primary foreign currency market exposures include the Japanese Yen, Euro and U.K. Pound Sterling. The fair market values of all our derivative contracts change with fluctuations in interest rates and/or currency exchange rates and are designed so that any changes in their values are offset by changes in the values of the underlying exposures. Derivative financial instruments are held solely as risk management tools and not for trading or speculative purposes. The related cash flow impacts of all of our derivative activities are reflected as cash flows from operating activities.

We do not believe there is significant risk of loss in the event of non-performance by the counterparties associated with our derivative instruments because these transactions are executed with a diversified group of major financial institutions. Further, our policy is to deal only with counterparties having a minimum investment grade or better credit rating. Credit risk is managed through the continuous monitoring of exposures to such counterparties.

Interest Rate Risk Management

We use interest rate swap agreements to manage our interest rate exposure and to achieve a desired proportion of variable and fixed rate debt. These derivatives may be designated as **fair value hedges** or **cash flow hedges** depending on the nature of the risk being hedged.

Terminated Swaps

During the period from 2004 to 2011, we early terminated several interest rate swaps that were designated as fair value hedges of certain debt instruments. The associated net fair value adjustments to the debt instruments are being amortized to interest expense over the remaining term of the related notes. In 2018, 2017 and 2016, the amortization of these fair value adjustments reduced interest expense by $3, $13 and $19, respectively. The remaining unamortized balance associated with terminated swaps was $2 at December 31, 2018.

Fair Value Hedges

As of December 31, 2018 and 2017, pay variable/received fixed interest rate swaps with notional amounts of $300 and $300, respectively, and net (liability) asset fair value of $(3) and $1, respectively, were designated and accounted for as fair value hedges. The swaps were structured to hedge the fair value of related debt by converting them from fixed rate instruments to variable rate instruments. No ineffective portion was recorded to earnings for the three years ended December 31, 2018.

The following is a summary of our fair value hedges at December 31, 2018:

Debt Instrument	Year First Designated	Notional Amount	Net Fair Value	Weighted Average Interest Rate Paid	Interest Rate Received	Basis	Maturity
Senior Note 2021	2014	$ 300	$ (3)	3.12%	4.50%	Libor	2021

The downgrade of the Company to non-investment grade is a termination event under one of our interest rate swap agreements with a notional amount of $100 and net liability fair value of $(1). While the counterparty has not provided a notice of a termination event, we are discussing potential actions regarding this interest rate swap.

Foreign Exchange Risk Management

We are a global company, we are exposed to foreign currency exchange rate fluctuations in the normal course of our business. As a part of our foreign exchange risk management strategy, we use derivative instruments, primarily forward contracts and purchased option contracts, to hedge the following foreign currency exposures, thereby reducing volatility of earnings or protecting fair values of assets and liabilities:

- Foreign currency-denominated assets and liabilities
- Forecasted purchases, and sales in foreign currency

At December 31, 2018, we had outstanding forward exchange and purchased option contracts with gross notional values of $1,103, with terms of less than 12 months. Approximately 79% of these contracts at December 31, 2018 mature within three months, 10% in three to six months and 11% in six to twelve months.

The following is a summary of the primary hedging positions and corresponding fair values as of December 31, 2018:

Currencies Hedged (Buy/Sell)	Gross Notional Value	Fair Value Asset(1)
Japanese Yen/U.S. Dollar	$ 399	$ 5
Japanese Yen/Euro	239	5
U.S. Dollar/Euro	107	2
Euro/U.K. Pound Sterling	101	—
U.S. Dollar/Canadian Dollar	54	2
Euro/U.S. Dollar	32	—
U.K. Pound Sterling/Euro	29	—
Euro/Danish Krone	23	—
U.S. Dollar/Russian Ruble	19	—
Euro/Swiss Franc	17	—
U.S. Dollar/Japanese Yen	14	—
Mexican Peso/U.S. Dollar	7	—
All Other	62	—
Total Foreign exchange hedging	$ 1,103	$ 14

(1) Represents the net receivable (payable) amount included in the Consolidated Balance Sheet at December 31, 2018.

Foreign Currency Cash Flow Hedges

We designate a portion of our foreign currency derivative contracts as cash flow hedges of our foreign currency-denominated inventory purchases, sales and expenses. No amount of ineffectiveness was recorded in the Consolidated Statements of Income (Loss) for these designated cash flow hedges and all components of each derivative’s gain or loss was included in the assessment of hedge effectiveness. The net asset (liability) fair value of these contracts were $8 and $(14) as of December 31, 2018 and December 31, 2017, respectively.

Summary of Derivative Instruments Fair Value

The following table provides a summary of the fair value amounts of our derivative instruments:

Designation of Derivatives	Balance Sheet Location	December 31, 2018	December 31, 2017
Derivatives Designated as Hedging Instruments			
Foreign exchange contracts – forwards	Other current assets	$ 7	$ 1
	Other current liabilities	—	(15)
Foreign currency options	Other current assets	1	—
	Other current liabilities	—	—
Interest rate swaps	Other long-term assets	—	1
	Other long-term liabilities	(3)	—
	Net Designated Derivative Asset (Liability)	$ 5	$ (13)
Derivatives NOT Designated as Hedging Instruments			
Foreign exchange contracts – forwards	Other current assets	$ 7	$ 1
	Other current liabilities	(1)	(10)
	Net Undesignated Derivative Asset (Liability)	$ 6	$ (9)
Summary of Derivatives	Total Derivative Assets	$ 15	$ 3
	Total Derivative Liabilities	(4)	(25)
	Net Derivative Asset (Liability)	$ 11	$ (22)

Summary of Derivative Instruments Gains (Losses)

Derivative gains and (losses) affect the income statement based on whether such derivatives are designated as hedges of underlying exposures. The following is a summary of derivative gains and (losses).

Designated Derivative Instruments Gains (Losses)

The following tables provide a summary of gains (losses) on derivative instruments:

		Year Ended December 31,					
		Derivative Loss Recognized in Income			Hedged Item Gain Recognized in Income		
Derivatives in Fair Value Relationships	Location of Gain (Loss) Recognized in Income	2018	2017	2016	2018	2017	2016
Interest rate contracts	Interest expense	$ (3)	$ (3)	$ (3)	$ 3	$ 3	$ 3

	Year Ended December 31,						
	Derivative Gain (Loss) Recognized in OCI (Effective Portion)			Location of Derivative Gain (Loss) Reclassified from AOCI into Income (Effective Portion)	(Loss) Gain Reclassified from AOCI to Income (Effective Portion)		
Derivatives in Cash Flow Hedging Relationships	2018	2017	2016		2018	2017	2016
Foreign exchange contracts – forwards/options	$ 9	$ (28)	$ 20	Cost of sales	$ (14)	$ (35)	$ 42

For the three years ended December 31, 2018 no amount of ineffectiveness was recorded in the Consolidated Statements of Income (Loss) for these designated cash flow hedges. All components of each derivative's gain or (loss) were included in the assessment of hedge effectiveness. In addition, no amount was recorded for an underlying exposure that did not occur or was not expected to occur.

As of December 31, 2018, a net after-tax gain of $4 was recorded in Accumulated other comprehensive loss associated with our cash flow hedging activity. The entire balance is expected to be reclassified into Net income within the next 12 months, providing an offsetting economic impact against the underlying anticipated transactions.

Non-Designated Derivative Instruments Gains (Losses)

Non-designated derivative instruments are primarily instruments used to hedge foreign currency-denominated assets and liabilities. They are not designated as hedges since there is a natural offset for the remeasurement of the underlying foreign currency-denominated asset or liability.

The following table provides a summary of gains (losses) on non-designated derivative instruments:

Derivatives NOT Designated as Hedging Instruments	Location of Derivative Gain (Loss)	Year Ended December 31, 2018	2017	2016
Foreign exchange contracts – forwards	Other expense – Currency gains (losses), net	$ 21	$ (44)	$ 172

For the three years ended December 31, 2018, we recorded Currency losses, net of $5, $4 and $13, respectively. Net currency gains and losses include the mark-to-market adjustments of the derivatives not designated as hedging instruments and the related cost of those derivatives, as well as the remeasurement of foreign currency-denominated assets and liabilities and are included in Other expenses, net.

Note 16 – Fair Value of Financial Assets and Liabilities

The following table represents assets and liabilities fair value measured on a recurring basis. The basis for the measurement at fair value in all cases is Level 2 – Significant Other Observable Inputs.

	As of December 31, 2018	2017
Assets		
Foreign exchange contracts - forwards	$ 14	$ 2
Foreign currency options	1	—
Interest rate swaps	—	1
Deferred compensation investments in mutual funds	16	18
Total	$ 31	$ 21
Liabilities		
Foreign exchange contracts - forwards	$ 1	$ 25
Interest rate swaps	3	—
Deferred compensation plan liabilities	16	19
Total	$ 20	$ 44

We utilize the income approach to measure the fair value for our derivative assets and liabilities. The income approach uses pricing models that rely on market observable inputs such as yield curves, currency exchange rates and forward prices, and therefore are classified as Level 2.

Fair value for our deferred compensation plan investments in mutual funds is based on quoted market prices for those funds. Fair value for deferred compensation plan liabilities is based on the fair value of investments corresponding to employees' investment selections.

Summary of Other Financial Assets and Liabilities

The estimated fair values of our other financial assets and liabilities were as follows:

	December 31, 2018		December 31, 2017	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Cash and cash equivalents	$ 1,084	$ 1,084	$ 1,293	$ 1,293
Accounts receivable, net	1,276	1,276	1,357	1,357
Short-term debt and current portion of long-term debt	961	966	282	283
Long-term debt	4,269	3,922	5,235	5,373

The fair value amounts for Cash and cash equivalents and Accounts receivable, net, approximate carrying amounts due to the short maturities of these instruments. The fair value of Short-term debt, including the current portion of long-term debt, and Long-term debt was estimated based on the current rates offered to us for debt of similar maturities (Level 2). The difference between the fair value and the carrying value represents the theoretical net premium or discount we would pay or receive to retire all debt at such date.

Note 17 – Employee Benefit Plans

We sponsor numerous defined benefit and defined contribution pension and other post-retirement benefit plans, primarily retiree health care, in our domestic and international operations. December 31 is the measurement date for all of our post-retirement benefit plans.

Over the past several years, where legally possible, we have amended our major defined benefit pension plans to freeze current benefits and eliminate benefits accruals for future service, including our primary U.S. defined benefit plan for salaried employees, the Canadian Salary Pension Plan and the U.K. Final Salary Pension Plan. The freeze of current benefits is the primary driver of the reduction in pension service costs since 2012. In certain Non-U.S. plans, we are required to continue to consider salary increases and inflation in determining the benefit obligation related to prior service. The Netherlands defined benefit pension plan has also been amended to reflect the Company's ability to reduce the indexation of future pension benefits within the plan in scenarios when the returns on plan assets are insufficient to cover that indexation.

Prior to the freeze of current benefits, most of our defined benefit pension plans generally provided employees a benefit, depending on eligibility, calculated under a highest average pay and years of service formula. Our primary domestic defined benefit pension plans provided a benefit at the greater of (i) the highest average pay and years of service formula, (ii) the benefit calculated under a formula that provides for the accumulation of salary and interest credits during an employee's work life or (iii) the individual account balance from the Company's prior defined contribution plan (Transitional Retirement Account or TRA).

Pension plan assets consist of both defined benefit plan assets and assets legally restricted to the TRA accounts. The combined investment results for these plans, along with the results for our other defined benefit plans, are shown below in the “actual return on plan assets” caption. To the extent that investment results relate to TRA, such results are charged directly to these accounts as a component of interest cost.

	Pension Benefits					
	U.S. Plans		Non-U.S. Plans		Retiree Health	
	2018	2017	2018	2017	2018	2017
Change in Benefit Obligation:						
Benefit obligation, January 1	$ 4,180	$ 4,161	$ 6,703	$ 6,160	$ 723	$ 761
Service cost	2	2	27	29	4	5
Interest cost	63	226	149	158	23	28
Plan participants' contributions	—	—	4	4	3	2
Actuarial (gain) loss	(288)	392	(293)	(29)	(63)	(16)
Currency exchange rate changes	—	—	(339)	635	(11)	10
Plan Amendments/Curtailments	—	—	41	(4)	(234)	—
Benefits paid/settlements	(723)	(606)	(281)	(246)	(60)	(66)
Other	—	5	(4)	(4)	—	(1)
Benefit Obligation, December 31	$ 3,234	$ 4,180	$ 6,007	$ 6,703	$ 385	$ 723
Change in Plan Assets:						
Fair value of plan assets, January 1	$ 3,224	$ 2,774	$ 6,308	$ 5,384	$ —	$ —
Actual return on plan assets	(170)	381	(85)	453	—	—
Employer contributions	27	675	117	161	57	64
Plan participants' contributions	—	—	4	4	3	2
Currency exchange rate changes	—	—	(329)	557	—	—
Benefits paid/settlements	(723)	(606)	(281)	(246)	(60)	(66)
Other	—	—	(5)	(5)	—	—
Fair Value of Plan Assets, December 31	$ 2,358	$ 3,224	$ 5,729	$ 6,308	$ —	$ —
Net Funded Status at December 31(1)	$ (876)	$ (956)	$ (278)	$ (395)	$ (385)	$ (723)
Amounts Recognized in the Consolidated Balance Sheets:						
Other long-term assets	$ —	$ —	$ 281	$ 193	$ —	$ —
Accrued compensation and benefit costs	(25)	(26)	(24)	(25)	(35)	(61)
Pension and other benefit liabilities	(851)	(930)	(535)	(563)	—	—
Post-retirement medical benefits	—	—	—	—	(350)	(662)
Net Amounts Recognized	$ (876)	$ (956)	$ (278)	$ (395)	$ (385)	$ (723)
Accumulated Benefit Obligation	$ 3,234	$ 4,179	$ 5,847	$ 6,483		

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(1) Includes under-funded and unfunded plans.

Benefit plans pre-tax amounts recognized in AOCL at December 31:

	Pension Benefits					
	U.S. Plans		Non-U.S. Plans		Retiree Health	
	2018	2017	2018	2017	2018	2017
Net actuarial loss (gain)	$ 933	$ 1,178	$ 1,457	$ 1,562	$ (42)	$ 22
Prior service (credit) cost	(5)	(7)	19	(28)	(240)	(26)
Total Pre-tax loss (gain)	$ 928	$ 1,171	$ 1,476	$ 1,534	$ (282)	$ (4)

Aggregate information for pension plans with an Accumulated benefit obligation in excess of plan assets is presented below:

	December 31, 2018			December 31, 2017		
	Projected benefit obligation	Accumulated benefit obligation	Fair value of plan assets	Projected benefit obligation	Accumulated benefit obligation	Fair value of plan assets
Underfunded Plans:						
U.S.	$ 2,918	$ 2,918	$ 2,358	$ 3,830	$ 3,829	$ 3,224
Non U.S.	725	713	624	814	799	723
Unfunded Plans:						
U.S.	$ 316	$ 316	$ —	$ 350	$ 350	$ —
Non U.S.	456	446	—	496	485	—
Total Underfunded and Unfunded Plans:						
U.S.	$ 3,234	$ 3,234	$ 2,358	$ 4,180	$ 4,179	$ 3,224
Non U.S.	1,181	1,159	624	1,310	1,284	723
Total	$ 4,415	$ 4,393	$ 2,982	$ 5,490	$ 5,463	$ 3,947

Our pension plan assets and benefit obligations at December 31, 2018 were as follows:

	Fair Value of Pension Plan Assets	Pension Benefit Obligations	Net Funded Status
U.S. funded	$ 2,358	$ 2,918	$ (560)
U.S. unfunded	—	316	(316)
Total U.S.	2,358	3,234	(876)
U.K.	3,730	3,501	229
Netherlands	968	1,040	(72)
Canada	653	656	(3)
Germany	—	355	(355)
Other	378	455	(77)
Total	$ 8,087	$ 9,241	$ (1,154)

The components of Net periodic benefit cost and other changes in plan assets and benefit obligations were as follows:

	Year Ended December 31,								
	Pension Benefits								
	U.S. Plans			Non-U.S. Plans			Retiree Health		
	2018	2017	2016	2018	2017	2016	2018	2017	2016
Components of Net Periodic Benefit Costs:									
Service cost	$ 2	$ 2	$ 4	$ 27	$ 29	$ 31	$ 4	$ 5	$ 6
Interest cost[(1)]	63	226	184	149	158	195	23	28	32
Expected return on plan assets[(2)]	(67)	(227)	(190)	(244)	(221)	(249)	—	—	—
Recognized net actuarial loss	22	21	26	56	79	65	—	1	2
Amortization of prior service credit	(2)	(2)	(2)	(4)	(4)	(3)	(19)	(4)	(5)
Recognized settlement loss	173	133	65	1	2	1	—	—	—
Recognized curtailment gain	—	—	—	(1)	(2)	—	—	—	—
Defined Benefit Plans	191	153	87	(16)	41	40	8	30	35
Defined contribution plans[(3)]	37	38	43	29	29	31	n/a	n/a	n/a
Net Periodic Benefit Cost	228	191	130	13	70	71	8	30	35
Other changes in plan assets and benefit obligations recognized in Other Comprehensive Income (Loss):									
Net actuarial (gain) loss[(4)]	(50)	238	84	33	(273)	76	(63)	(16)	(75)
Prior service cost (credit)	—	—	—	41	(1)	—	(234)	—	—
Amortization of net actuarial loss	(195)	(154)	(92)	(57)	(81)	(66)	—	(1)	(2)
Amortization of net prior service credit	2	2	2	4	4	3	19	4	5
Curtailment gain	—	—	—	1	—	—	—	—	—
Total Recognized in Other Comprehensive Income (Loss)[(5)]	(243)	86	(6)	22	(351)	13	(278)	(13)	(72)
Total Recognized in Net Periodic Benefit Cost and Other Comprehensive Income (Loss)	$ (15)	$ 277	$ 124	$ 35	$ (281)	$ 84	$ (270)	$ 17	$ (37)

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(1) Interest cost for Pension Benefits includes interest expense on non-TRA obligations of $258, $257 and $296 and interest (income) expense directly allocated to TRA participant accounts of $(46), $127 and $83 for the years ended December 31, 2018, 2017 and 2016, respectively.

(2) Expected return on plan assets includes expected investment (loss) income on non-TRA assets of $(357), $321 and $356 and actual investment (loss) income on TRA assets of $(46), $127 and $83 for the years ended December 31, 2018, 2017 and 2016, respectively.

(3) Prior year amounts have been revised to reflect additional cost for previously excluded plans.

(4) The non-U.S. plans Net actuarial (gain) loss for 2018 reflects an out-of-period adjustment in third quarter 2018 of $(53) to correct an overstated benefit obligation for our U.K. Final Salary Pension Plan at December 31, 2017. Refer to Note 1 - Basis of Presentation and Summary of Significant Accounting Policies for additional information regarding this adjustment.

(5) Amounts represent the pre-tax effect included in Other Comprehensive Income (Loss). Refer to Note 23 - Other Comprehensive Income (Loss) for the related tax effects and the net of tax amounts.

The net actuarial loss and prior service credit for the defined benefit pension plans that will be amortized from Accumulated other comprehensive loss into net periodic benefit cost over the next fiscal year are $(63) and $4, respectively, excluding amounts that may be recognized through settlement losses. The net actuarial gain and prior service credit for the retiree health benefit plans that will be amortized from Accumulated other comprehensive loss into net periodic benefit cost over the next fiscal year are $3 and $76, respectively.

Plan Amendments

Pension:

On October 26, 2018, the High Court of Justice in the United Kingdom (the "High Court") ruled that Lloyds Bank PLC was required to equalize benefits payable to men and women under its U.K. defined benefit pension plans by amending those plans to increase the pension benefits payable to participants that accrued such benefits during the period from 1990 to 1997. The inequalities arose from statutory differences in the retirement ages and rates of accrual of benefits for men and women related to Guaranteed Minimum Pension ("GMP") benefits that are included in U.K. defined benefit pension plans.

Based on the above ruling, we currently estimate the cost of equalization under the minimum cost approach permitted by the High Court's ruling to be approximately 1.2% of our U.K. defined benefit plan obligation at December 31, 2018 or approximately GBP 33 million (approximately USD $42). This increase in the benefit obligation was recorded as a plan amendment in 2018 and will be amortized as prior service cost over 24 years (approximately USD $2 per year) through 2019 and future years' Net periodic benefit costs. Although the recorded impact reflects our best estimate, there are several significant uncertainties in our estimate and therefore it is subject to future change and adjustment. In particular, the cost is very sensitive to i) the method of GMP equalization; ii) actuarial assumptions and market conditions; iii) the benefit structure of our plan and operational practices; and iv) the demographic profile of our plan. In addition, we are continuing to evaluate the acceptable methodologies that the High Court has determined, and we still need to discuss and agree upon the appropriate methodology to use with our plan trustees.

Retiree Health Plans:

In December 2018, we amended our Canadian Retiree Health Plan to eliminate coverage for certain future and existing retirees. This negative plan amendment resulted in a reduction in the postretirement benefit obligation of $19, which is expected to be amortized to future net periodic benefit costs as a prior service credit and is expected to reduce 2019 costs by approximately $2. The amendment also resulted in an immaterial curtailment gain and is not expected to have a material impact on 2019 cash contributions from Xerox.

In October 2018, we amended our U.S. Retiree Health Plan effective January 1, 2019, to reduce certain benefits for existing non-union retirees through the reduction or elimination of coverage or cost-sharing subsidies for retiree health care and life insurance costs. This negative plan amendment resulted in a reduction in the postretirement benefit obligation of $283, which consisted of $216 for the plan amendment and an actuarial gain of $67 related to the required plan remeasurement upon amendment. The amount for the plan amendment is expected to be amortized to future net periodic benefit costs as a prior service credit and is expected to reduce 2019 costs by approximately $70 (approximately $15 for the fourth quarter of 2018). The plan amendment is also expected to reduce 2019 cash contributions from Xerox by approximately $20.

Plan Assets

Current Allocation

As of the 2018 and 2017 measurement dates, the global pension plan assets were $8,087 and $9,532, respectively. These assets were invested among several asset classes.

The following tables present the defined benefit plans assets measured at fair value and the basis for that measurement.

	December 31, 2018									
	U.S. Plans					Non-U.S. Plans				
Asset Class	Level 1	Level 2	Level 3	Assets measured at NAV(1)	Total	Level 1	Level 2	Level 3	Assets measured at NAV(1)	Total
Cash and cash equivalents	$ 1	$ —	$ —	$ —	$ 1	$ 370	$ —	$ —	$ —	$ 370
Equity Securities:										
U.S.	82	—	—	35	117	103	42	—	—	145
International	97	—	—	52	149	359	111	—	112	582
Fixed Income Securities:										
U.S. treasury securities	—	248	—	—	248	—	57	—	—	57
Debt security issued by government agency	—	81	—	—	81	—	1,861	—	—	1,861
Corporate bonds	—	1,363	—	—	1,363	—	736	—	—	736
Asset backed securities	—	—	—	—	—	—	—	—	—	—
Derivatives	—	(26)	—	—	(26)	—	99	—	—	99
Real estate	19	—	—	9	28	—	—	210	157	367
Private equity/venture capital	—	—	—	353	353	—	—	6	1,386	1,392
Guaranteed insurance contracts	—	—	—	—	—	—	—	92	—	92
Other(2)	12	—	—	32	44	5	23	—	—	28
Total Fair Value of Plan Assets	$ 211	$ 1,666	$ —	$ 481	$ 2,358	$ 837	$ 2,929	$ 308	$ 1,655	$ 5,729

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(1) *Certain assets that are measured at fair value using the NAV per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy.*
(2) *Other Level 1 includes net non-financial (liabilities) assets of $12 U.S. and $5 Non-U.S., respectively, such as due to/from broker, interest receivables and accrued expenses.*

Asset Class	U.S. Plans Level 1	U.S. Plans Level 2	U.S. Plans Level 3	U.S. Plans Assets measured at NAV[(1)]	U.S. Plans Total	Non-U.S. Plans Level 1	Non-U.S. Plans Level 2	Non-U.S. Plans Level 3	Non-U.S. Plans Assets measured at NAV[(1)]	Non-U.S. Plans Total
	December 31, 2017									
Cash and cash equivalents	$ 2	$ —	$ —	$ —	$ 2	$ 686	$ —	$ —	$ —	$ 686
Equity Securities:										
U.S.	104	—	—	31	135	310	24	—	—	334
International	134	—	—	52	186	441	676	—	127	1,244
Fixed Income Securities:										
U.S. treasury securities	—	384	—	—	384	—	42	—	—	42
Debt security issued by government agency	—	127	—	—	127	—	1,938	—	—	1,938
Corporate bonds	—	1,866	—	—	1,866	—	784	—	—	784
Asset backed securities	—	—	—	—	—	—	—	—	—	—
Derivatives	—	(20)	—	—	(20)	—	74	—	—	74
Real estate	24	—	—	11	35	—	—	137	176	313
Private equity/venture capital	—	—	—	433	433	—	58	7	662	727
Guaranteed insurance contracts	—	—	—	—	—	—	—	100	—	100
Other[(2)]	33	—	—	43	76	6	60	—	—	66
Total Fair Value of Plan Assets	$ 297	$ 2,357	$ —	$ 570	$ 3,224	$ 1,443	$ 3,656	$ 244	$ 965	$ 6,308

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(1) *Certain assets that are measured at fair value using the NAV per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy.*
(2) *Other Level 1 includes net non-financial (liabilities) assets of $33 U.S. and $15 Non-U.S., respectively, such as due to/from broker, interest receivables and accrued expenses.*

The following tables represents a roll-forward of the defined benefit plans assets measured at fair value using significant unobservable inputs (Level 3 assets):

	U.S. Real Estate	Non-U.S. Real Estate	Non-U.S. Private Equity/Venture Capital	Non-U.S. Guaranteed Insurance Contracts	Non-U.S. Total
Balance at December 31, 2016	$ 12	$ 121	$ 6	$ 104	$ 231
Purchases	—	1	—	—	1
Transfers out of Level 3	(7)	—	—	—	—
Sales	(5)	—	—	(2)	(2)
Realized losses	(9)	(1)	—	—	(1)
Unrealized gains (losses)	9	7	(16)	(15)	(24)
Currency translation	—	9	17	13	39
Balance at December 31, 2017	$ —	$ 137	$ 7	$ 100	$ 244
Purchases	—	22	—	1	23
Sales	—	(1)	—	(6)	(7)
Realized losses	(4)	—	—	—	—
Unrealized gains (losses)	4	62	(4)	—	58
Currency translation	—	(10)	3	(3)	(10)
Balance at December 31, 2018	$ —	$ 210	$ 6	$ 92	$ 308

Level 3 Valuation Method

Our primary Level 3 assets are Real Estate and Private Equity/Venture Capital investments. The fair value of our real estate investment funds are based on the Net Asset Value (NAV) of our ownership interest in the funds. NAV information is received from the investment advisers and is primarily derived from third-party real estate appraisals for the properties owned. The fair value for our private equity/venture capital partnership investments are based on our share of the estimated fair values of the underlying investments held by these partnerships as reported (or expected to be reported) in their audited financial statements. The valuation techniques and inputs for our Level 3 assets have been consistently applied for all periods presented.

Investment Strategy

The target asset allocations for our worldwide defined benefit pension plans were:

	2018		2017	
	U.S.	Non-U.S.	U.S.	Non-U.S.
Equity investments	12%	13%	12%	24%
Fixed income investments	73%	46%	73%	45%
Real estate	3%	6%	3%	5%
Private equity/venture capital	6%	24%	6%	12%
Other	6%	11%	6%	14%
Total Investment Strategy	100%	100%	100%	100%

We employ a total return investment approach whereby a mix of equities and fixed income investments are used to maximize the long-term return of plan assets for a prudent level of risk. The intent of this strategy is to minimize plan expenses by exceeding the interest growth in long-term plan liabilities. Risk tolerance is established through careful consideration of plan liabilities, plan funded status and corporate financial condition. This consideration involves the use of long-term measures that address both return and risk. The investment portfolio contains a diversified blend of equity and fixed income investments. Furthermore, equity investments are diversified across U.S. and non-U.S. stocks, as well as growth, value and small and large capitalizations. Other assets such as real estate, private equity, and hedge funds are used to improve portfolio diversification. Derivatives may be used to hedge market exposure in an efficient and timely manner; however, derivatives may not be used to leverage the portfolio beyond the market value of the underlying investments. Investment risks and returns are measured and monitored on an ongoing basis through annual liability measurements and quarterly investment portfolio reviews.

Expected Long-term Rate of Return

We employ a “building block” approach in determining the long-term rate of return for plan assets. Historical markets are studied and long-term relationships between equities and fixed income are assessed. Current market factors such as inflation and interest rates are evaluated before long-term capital market assumptions are determined. The long-term portfolio return is established giving consideration to investment diversification and rebalancing. Peer data and historical returns are reviewed periodically to assess reasonableness and appropriateness.

Contributions

The following table summarizes cash contributions to our defined benefit pension plans and retiree health benefit plans.

	Year Ended December 31,	
	2018	Estimated 2019
U.S. Plans	$ 27	$ 25
Non-U.S. Plans	117	110
Total	$ 144	$ 135
Retiree Health	$ 57	$ 35

The 2018 U.S. pension plan contributions did not include any contributions for our domestic tax-qualified defined benefit plans because none were required to meet the minimum funding requirements. There are no contributions required in 2019 for our U.S. tax-qualified defined benefit plans to meet the minimum funding requirements.

Estimated Future Benefit Payments

The following benefit payments, which reflect expected future service, as appropriate, are expected to be paid during the following years:

	Pension Benefits			
	U.S.	Non-U.S.	Total	Retiree Health
2019	$ 394	$ 276	$ 670	$ 35
2020	273	281	554	33
2021	260	287	547	32
2022	267	293	560	31
2023	269	301	570	30
Years 2024-2028	1,195	1,595	2,790	130

Assumptions

Weighted-average assumptions used to determine benefit obligations at the plan measurement dates:

	Pension Benefits					
	2018		2017		2016	
	U.S.	Non-U.S.	U.S.	Non-U.S.	U.S.	Non-U.S.
Discount rate	4.2%	2.6%	3.6%	2.3%	4.0%	2.5%
Rate of compensation increase	0.2%	2.6%	0.2%	2.6%	0.2%	2.6%

	Retiree Health		
	2018	2017	2016
Discount rate	4.1%	3.5%	3.9%

Weighted-average assumptions used to determine net periodic benefit cost for years ended December 31:

	Pension Benefits							
	2019		2018		2017		2016	
	U.S.	Non-U.S.	U.S.	Non-U.S.	U.S.	Non-U.S.	U.S.	Non-U.S.
Discount rate	4.2%	2.6%	3.6%	2.3%	4.0%	2.5%	4.3%	3.3%
Expected return on plan assets	6.0%	4.0%	5.8%	3.8%	7.0%	4.1%	7.5%	4.8%
Rate of compensation increase	0.2%	2.6%	0.2%	2.6%	0.2%	2.6%	0.2%	2.7%

	Retiree Health			
	2019	2018	2017	2016
Discount rate	4.1%	3.5%	3.9%	4.1%

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Note: Expected return on plan assets is not applicable to retiree health benefits as these plans are not funded. Rate of compensation increase is not applicable to retiree health benefits as compensation levels do not impact earned benefits.

Assumed health care cost trend rates were as follows:

	December 31,	
	2018	2017
Health care cost trend rate assumed for next year	6.3%	6.8%
Rate to which the cost trend rate is assumed to decline (the ultimate trend rate)	4.7%	4.8%
Year that the rate reaches the ultimate trend rate	2025	2026

Assumed health care cost trend rates have a significant effect on the amounts reported for the health care plans. A one-percentage-point change in assumed health care cost trend rates would have the following effects:

	1% increase	1% decrease
Effect on total service and interest cost components	$ 2	$ (1)
Effect on post-retirement benefit obligation	33	(29)

Defined Contribution Plans

We have post-retirement savings and investment plans in several countries, including the U.S., the U.K. and Canada. In many instances, employees who participated in the defined benefit pension plans that have been amended to freeze future service accruals were transitioned to an enhanced defined contribution plan. In these plans employees are allowed to contribute a portion of their salaries and bonuses to the plans, and we match a portion of the employee contributions. We recorded charges related to our defined contribution plans of $66 in 2018, $67 in 2017 and $74 in 2016. Prior year amounts have been revised to reflect additional cost for previously excluded plans.

Note 18 - Income and Other Taxes

Income before income taxes and equity income (pre-tax income) from continuing operations was as follows:

	Year Ended December 31,		
	2018	2017	2016
Domestic income	$ 380	$ 399	$ 415
Foreign income	218	171	153
Income before Income Taxes and Equity Income	$ 598	$ 570	$ 568

Provisions for income taxes from continuing operations were as follows:

	Year Ended December 31,		
	2018	2017	2016
Federal Income Taxes			
Current	$ 45	$ 7	$ (15)
Deferred	83	411	(4)
Foreign Income Taxes			
Current	46	62	71
Deferred	57	(21)	(13)
State Income Taxes			
Current	31	13	15
Deferred	(5)	9	8
Total Provision	$ 257	$ 481	$ 62

A reconciliation of the U.S. federal statutory income tax rate to the consolidated effective income tax rate was as follows:

	Year Ended December 31,		
	2018	2017	2016
U.S. federal statutory income tax rate	21.0 %	35.0 %	35.0 %
Nondeductible expenses	3.4 %	1.2 %	2.9 %
Effect of tax law changes	13.3 %	70.2 %	1.2 %
Change in valuation allowance for deferred tax assets	0.5 %	1.0 %	(1.4)%
State taxes, net of federal benefit	2.4 %	2.3 %	3.0 %
Audit and other tax return adjustments	(2.0)%	(8.0)%	(4.1)%
Tax-exempt income, credits and incentives	(2.0)%	(2.9)%	(4.0)%
Foreign rate differential adjusted for U.S. taxation of foreign profits[1]	4.4 %	(15.2)%	(22.6)%
Other	2.0 %	0.8 %	0.9 %
Effective Income Tax Rate	43.0 %	84.4 %	10.9 %

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(1) The "U.S. taxation of foreign profits" represents the U.S. tax, net of foreign tax credits, associated with actual and deemed repatriations of earnings from our non-U.S. subsidiaries.

On a consolidated basis, including discontinued operations, we paid a total of $80, $84 and $130 in income taxes to federal, foreign and state jurisdictions during the three years ended December 31, 2018, respectively.

Total income tax expense (benefit) was allocated to the following items:

	Year Ended December 31,		
	2018	2017	2016
Pre-tax income	$ 257	$ 481	$ 62
Discontinued operations[1]	—	(12)	(250)
Common shareholders' equity:			
Changes in defined benefit plans	131	63	15
Cash flow hedges	5	5	(8)
Translation adjustments	(9)	1	2
Retained Earnings[2]	36	—	—
Total Income Tax Expense (Benefit)	$ 420	$ 538	$ (179)

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(1) Refer to Note 5 - Divestitures for additional information regarding discontinued operations.
(2) Refer to Note 2 - Revenue for additional information regarding our adoption of ASU 2014-09.

Unrecognized Tax Benefits and Audit Resolutions

We recognize tax liabilities when, despite our belief that our tax return positions are supportable, we believe that certain positions may not be fully sustained upon review by tax authorities. Each period, we assess uncertain tax positions for recognition, measurement and effective settlement. Benefits from uncertain tax positions are measured at the largest amount of benefit that is greater than 50 percent likely of being realized upon settlement - the more-likely-than-not recognition threshold. Where we have determined that our tax return filing position does not satisfy the more likely than not recognition threshold, we have recorded no tax benefits.

We are also subject to ongoing tax examinations in numerous jurisdictions due to the extensive geographical scope of our operations. Our ongoing assessments of the more-likely-than-not outcomes of the examinations and related tax positions require judgment and can increase or decrease our effective tax rate, as well as impact our operating results. The specific timing of when the resolution of each tax position will be reached is uncertain. As of December 31, 2018, we do not believe that there are any positions for which it is reasonably possible that the total amount of unrecognized tax benefits will significantly increase or decrease within the next 12 months.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	2018	2017	2016
Balance at January 1	$ 125	$ 165	$ 222
Additions (Reductions) related to current year	2	1	(9)
Additions related to prior years positions	3	10	—
Reductions related to prior years positions	(13)	(46)	(31)
Settlements with taxing authorities[(1)]	(6)	(5)	—
Reductions related to lapse of statute of limitations	(3)	(3)	(2)
Currency	—	3	(2)
Tax Positions assumed in Conduent Separation	—	—	(13)
Balance at December 31	$ 108	$ 125	$ 165

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(1) The majority of settlements did not result in the utilization of cash.

Included in the balances at December 31, 2018, 2017 and 2016 are $8, $8 and $5, respectively, of tax positions that are highly certain of realizability but for which there is uncertainty about the timing or that they may be reduced through an indirect benefit from other taxing jurisdictions. Because of the impact of deferred tax accounting, other than for the possible incurrence of interest and penalties, the disallowance of these positions would not affect the annual effective tax rate.

Within income tax expense, we recognize interest and penalties accrued on unrecognized tax benefits, as well as interest received from favorable settlements. We had $2, $5 and $10 accrued for the payment of interest and penalties associated with unrecognized tax benefits at December 31, 2018, 2017 and 2016, respectively.

In the U.S., we are no longer subject to U.S. federal income tax examinations for years before 2012. With respect to our major foreign jurisdictions, we are no longer subject to tax examinations by tax authorities for years before 2011.

Tax Cuts and Jobs Act (the "Tax Act")

On December 22, 2017, the Tax Cuts and Jobs Act (the “Tax Act”) was enacted. The Tax Act significantly revises the U.S. corporate income tax system by, among other things, lowering the U.S. statutory corporate income tax rate from 35% to 21% and implementing a territorial tax system that includes a one-time transition tax on deemed repatriated earnings of foreign subsidiaries.

During 2017, we recorded an estimated non-cash provisional charge of $400 reflecting our provisional estimated impact associated with the provisions of the Tax Act based on currently available information. Our estimated charge incorporated assumptions made based on our interpretation of the Tax Act as well as information available at that time and was subject to change, possibly materially, as we completed our analysis and received additional clarification and implementation guidance. During 2018, we adjusted our provisional estimate by an additional charge of $89 reflecting certain positions taken on our filed 2017 income tax return as well as consideration of additional guidance from the U.S. Treasury and Internal Revenue Service (IRS). The adjustments include changes to the determination of the one-time deemed repatriation tax as well as additional remeasurement of our U.S. deferred tax assets and liabilities to the lower enacted statutory tax rate. The total charge of $489 reflects our current estimate of the impact of the Tax Act and may change in the future based on new guidance being issued or changes in our expected filing positions. The $489 charge included the following components:

Foreign tax effects: The deemed repatriation tax is based on total post-1986 earnings and profits (E&P) that have previously been deferred from U.S. income taxes. We recorded an estimated charge for our deemed repatriation tax of $195. We expect to utilize our existing foreign tax credit carryforwards to settle the estimated deemed repatriation tax. Our estimated charge for the Tax Act also included a charge of $99 for other tax liabilities and adjustments resulting from our estimate of the actual and anticipated distributions of our net accumulated foreign E&P. As a consequence of the Tax Act, we now no longer consider our post 1986 E&P indefinitely reinvested. On January 15, 2019, the IRS finalized regulations that govern the repatriation tax. We are in the process of analyzing the impacts of these regulations on our financial statements.

Deferred tax assets and liabilities: We remeasured certain deferred tax assets and liabilities based on the new statutory income tax rate of 25%, inclusive of estimated state taxes. We recorded an estimated amount related to the remeasurement of our deferred tax balance of approximately $195.

In addition, effective January 1, 2018, we became subject to various provisions of the Tax Act including computations related to Global Intangible Low Taxed Income ("GILTI"), Foreign Derived Intangible Income ("FDII"), Base Erosion and Anti-Abuse Tax ("BEAT"), and IRC Section 163(j) interest limitation (Interest Limitation). Accordingly, our 2018 effective tax rate includes the impacts for these items, which was approximately $15 on a full year basis. The estimates for these additional provisions of the Tax Act were made based on our current interpretation of the Tax Act as well as currently available information and may change as we receive additional clarification and implementation guidance.

Deferred Income Taxes

We completed our analysis of the impacts of U.S. tax reform in the fourth quarter of 2018. Accordingly, we have recognized the tax consequences of our estimated deemed repatriated foreign earnings based on post-1986 E&P and management has no specific plans to indefinitely reinvest these foreign earnings as of the balance sheet date. However, we have not provided deferred taxes on our undistributed pre-1987 E&P of approximately $1.5 billion as such undistributed earnings have been determined to be indefinitely reinvested and we currently do not plan to initiate any action that would precipitate a deferred tax impact. Additionally, we have also not provided deferred taxes on the outside basis differences in our investments in foreign subsidiaries that are unrelated to undistributed earnings. These basis differences are also indefinitely reinvested. A determination of the unrecognized deferred taxes related to these components is not practicable.

The tax effects of temporary differences that give rise to significant portions of the deferred taxes were as follows:

	December 31,	
	2018	2017
Deferred Tax Assets		
Research and development	$ 252	$ 143
Post-retirement medical benefits	99	183
Net operating losses	389	432
Operating reserves, accruals and deferrals	138	128
Tax credit carryforwards	254	646
Deferred and share-based compensation	32	43
Pension	266	308
Depreciation	90	106
Other	46	62
Subtotal	1,566	2,051
Valuation allowance	(397)	(435)
Total	$ 1,169	$ 1,616
Deferred Tax Liabilities		
Unearned income and installment sales	$ 291	$ 344
Intangibles and goodwill	129	134
Unremitted earnings of foreign subsidiaries	59	140
Other	1	14
Total	$ 480	$ 632
Total Deferred Taxes, Net	$ 689	$ 984
Reconciliation to the Consolidated Balance Sheets		
Deferred tax assets	$ 740	$ 1,026
Deferred tax liabilities[1]	(51)	(42)
Total Deferred Taxes, Net	$ 689	$ 984

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(1) Represents the deferred tax liabilities recorded in Other long-term liabilities - refer to Note 13 - Supplementary Financial Information.

The deferred tax assets for the respective periods were assessed for recoverability and, where applicable, a valuation allowance was recorded to reduce the total deferred tax asset to an amount that will, more-likely-than-not, be realized in the future. The net change in the total valuation allowance for the years ended December 31, 2018, 2017 and 2016 was a decrease of $38, an increase of $19 and an increase of $33, respectively. The valuation allowance relates primarily to certain net operating loss carryforwards, tax credit carryforwards and deductible temporary differences for which we have concluded it is more-likely-than-not that these items will not be realized in the ordinary course of operations.

Although realization is not assured, we have concluded that it is more-likely-than-not that the deferred tax assets, for which a valuation allowance was determined to be unnecessary, will be realized in the ordinary course of operations based on the available positive and negative evidence, including scheduling of deferred tax liabilities and projected income from operating activities. The amount of the net deferred tax assets considered realizable, however, could be reduced in the near term if actual future income or income tax rates are lower than estimated, or if there are differences in the timing or amount of future reversals of existing taxable or deductible temporary differences.

At December 31, 2018, we had tax credit carryforwards of $254 available to offset future income taxes, of which $1 are available to carryforward indefinitely while the remaining $253 will expire 2019 through 2039 if not utilized. We also had net operating loss carryforwards for income tax purposes of $517 that will expire 2019 through 2039, if not utilized, and $1.7 billion available to offset future taxable income indefinitely.

Note 19 – Contingencies and Litigation

As more fully discussed below, we are involved in a variety of claims, lawsuits, investigations and proceedings concerning: securities law; governmental entity contracting, servicing and procurement law; intellectual property law; environmental law; employment law; the Employee Retirement Income Security Act (ERISA); and other laws and regulations. We determine whether an estimated loss from a contingency should be accrued by assessing whether a loss is deemed probable and can be reasonably estimated. We assess our potential liability by analyzing our litigation and regulatory matters using available information. We develop our views on estimated losses in consultation with outside counsel handling our defense in these matters, which involves an analysis of potential results, assuming a combination of litigation and settlement strategies. Should developments in any of these matters cause a change in our determination as to an unfavorable outcome and result in the need to recognize a material accrual, or should any of these matters result in a final adverse judgment or be settled for significant amounts, they could have a material adverse effect on our results of operations, cash flows and financial position in the period or periods in which such change in determination, judgment or settlement occurs.

Additionally, guarantees, indemnifications and claims arise during the ordinary course of business from relationships with suppliers, customers and nonconsolidated affiliates, as well as through divestitures and sales of businesses, when the Company undertakes an obligation to guarantee the performance of others if specified triggering events occur. Nonperformance under a contract could trigger an obligation of the Company. These potential claims include actions based upon alleged exposures to products, real estate, intellectual property such as patents, environmental matters, and other indemnifications. The ultimate effect on future financial results is not subject to reasonable estimation because considerable uncertainty exists as to the final outcome of these claims. However, while the ultimate liabilities resulting from such claims may be significant to results of operations in the period recognized, management does not anticipate they will have a material adverse effect on the Company's consolidated financial position or liquidity. As of December 31, 2018, we have accrued our estimate of liability incurred under our indemnification arrangements and guarantees.

Brazil Contingencies

Our Brazilian operations have received or been the subject of numerous governmental assessments related to indirect and other taxes. These tax matters principally relate to claims for taxes on the internal transfer of inventory, municipal service taxes on rentals and gross revenue taxes. We are disputing these tax matters and intend to vigorously defend our positions. Based on the opinion of legal counsel and current reserves for those matters deemed probable of loss, we do not believe that the ultimate resolution of these matters will materially impact our results of operations, financial position or cash flows.

As of December 31, 2018, the total amounts related to the unreserved portion of the tax contingencies, inclusive of related interest, amounted to approximately $500 with the decrease from the December 31, 2017 balance of approximately $585, primarily related to currency and closed cases partially offset by interest. With respect to the unreserved balance of approximately $500, the majority has been assessed by management as being remote as to the likelihood of ultimately resulting in a loss to the Company. In connection with the above proceedings, customary local regulations may require us to make escrow cash deposits or post other security of up to half of the total amount in dispute. As of December 31, 2018, we had $58 of escrow cash deposits for the tax matters we are disputing and additional letters of credit and surety bonds of $104 and $106, respectively, which include associated indexation. There were no liens on Brazilian assets as of December 31, 2018. Generally, any escrowed amounts would be refundable and any liens would be removed to the extent the matters are resolved in our favor. We are also involved in certain disputes with contract and former employees. Exposures related to labor matters are not material to the financial statements as of December 31, 2018. We routinely assess all these matters as to probability of ultimately incurring a liability against our Brazilian operations and record our best estimate of the ultimate loss in situations where we assess the likelihood of an ultimate loss as probable.

Litigation Against the Company

Pending Litigation Relating to the Fuji Transaction:

1. ***Deason v. Fujifilm Holdings Corp., et al.; Deason v. Xerox Corp., et al.; In re Xerox Corporation Consolidated Shareholder Litigation:***

In February 2018, five complaints (the "Fuji Transaction Shareholder Lawsuits"), including four putative class actions (which have been consolidated), were filed by Xerox shareholders in the Supreme Court of the State of New York, County (the "Court") in connection with the proposed transaction to combine Xerox and Fuji Xerox (the “Fuji Transaction”) (refer to Note 25 - Fuji Xerox Transaction). All of the complaints name as defendants Xerox, its directors, and FUJIFILM Holdings Corporation (“Fujifilm”). The complaint in one of the actions also names as a defendant Ursula M. Burns, the former Chief Executive Officer of Xerox. The plaintiffs allege, among other things, that Xerox's directors breached their fiduciary duties in negotiating, approving, and purportedly making false and misleading disclosures about the Fuji Transaction, and that Fujifilm aided and abetted those breaches. The complaint in one of the actions further alleges that Xerox and the director defendants engaged in common law fraud by purportedly failing to disclose information about the joint venture agreements between Xerox and Fujifilm. The Fuji Transaction Shareholder Lawsuits seek injunctive relief preventing the previously proposed transactions, and/or additional disclosures by Xerox's directors, unspecified damages from Xerox's directors, costs and attorneys' fees, as well as other relief.

One of the Fuji Transaction Shareholder Lawsuits was brought by Darwin Deason, a Xerox shareholder ("Deason I"). Another complaint was filed by Mr. Deason against Xerox and its directors in the same Court on March 2, 2018 ("Deason II") alleging that defendants breached their fiduciary duties by refusing Mr. Deason's request for a waiver of the deadline for nomination of a new slate of Xerox directors. In Deason II, Mr. Deason sought to enjoin Xerox and its directors from enforcing Xerox's advance notice by-laws, thereby allowing Mr. Deason to proceed with the nominations, as well as costs, fees, and other relief.

On April 27, 2018, the Court issued decisions and orders granting plaintiffs' preliminary injunction motions, which (i) enjoined Xerox from "taking any further action to consummate the change of control transaction between Xerox and Fuji that was announced on January 31, 2018 pending a final determination of the claims asserted in the underlying action;" (ii) enjoined Xerox from enforcing its advance notice bylaw provision requiring shareholders to nominate directors for election at the 2018 annual shareholder meeting by December 11, 2017; and (iii) required Xerox to waive such advance notice bylaw provision to permit the noticing of a slate of director nominees for election at the 2018 annual shareholder meeting, and denying defendants' motions to dismiss.

On May 1, 2018, Xerox entered into a Director Appointment, Nomination and Settlement Agreement (the "Initial Settlement Agreement") with Mr. Deason and Carl C. Icahn and certain of his affiliates who were also Xerox shareholders (the "Icahn Group"), among others, that would have resolved Deason I, Deason II and the pending proxy contest in connection with Xerox's 2018 Annual Meeting of Shareholders. The Initial Settlement Agreement expired by its terms on May 3, 2018 without becoming effective.

On May 7, 2018, defendants filed with the Supreme Court of the State of New York, Appellate Division, First Judicial Department, notices of appeal of, and motions to stay pending appeal, the lower Court's decision and order. Defendants also moved the appellate court for interim relief ordering that the appeal be heard on an expedited basis. At a hearing before the appellate court on May 7, 2018, the appellate court ruled that the appeals would be heard on an expedited basis and granted a partial interim stay allowing Xerox and Fujifilm to take steps to seek regulatory approvals related to the Fuji Transaction pending a ruling from the appellate court on defendants' motions to stay pending appeal.

On May 13, 2018, a second Director Appointment, Nomination and Settlement Agreement (the "Final Settlement Agreement") with respect to Deason I, Deason II and the pending proxy contest in connection with Xerox's 2018 Annual Meeting of Shareholders that was initiated by the Icahn Group was signed on behalf of Mr. Deason, the Icahn Group and all defendants except Fujifilm, and a memorandum of understanding regarding settlement of the putative class case was signed by all defendants except Fujifilm. Pursuant to the settlements, the settling defendants withdrew their appeal and motion to stay in Deason I and Deason II. The settling defendants also withdrew their motion to stay in the putative class case. The Court entered a stipulation of discontinuance as to the settling parties in Deason II on May 14, 2018, and agreed on June 22, 2018 to do the same in Deason I.

On June 14, 2018, Fujifilm filed answers in Deason I and the putative class case, along with cross-claims against the members of the Xerox Board (as constituted before May 13, 2018) and a third-party complaint against Xerox director Jonathan Christodoro, seeking contribution for any potential award against Fujifilm for aiding and abetting purported breaches of fiduciary duties.

On June 19, 2018, the putative class plaintiffs filed a motion for preliminary approval of a stipulation of settlement that would resolve the claims asserted by the plaintiffs in the putative class case against all defendants, other than Fujifilm. Carmen Ribbe, the plaintiff in the below derivative action, and Fujifilm filed oppositions to the motion on July 10, 2018.

On June 22, 2018, the Court entered an order denying a joint motion by the putative class plaintiffs and the settling defendants to dissolve the injunction in the putative class case as against the settling defendants, and entered an order denying Fujifilm's motion to dissolve the injunctions in the putative class case and Deason I in their entirety.

On July 16, 2018, the Court held a hearing concerning the putative class plaintiffs' motion for preliminary approval of the settlement in the putative class case. The Court indicated that it was not inclined to consider motions for approval of the settlement prior to considering whether the putative class should be certified.

On August 2, 2018, the Appellate Division entered orders recognizing the Xerox defendants' withdrawal of their appeal in the Deason cases and denying all appellants' motions to stay pending determination of appeals in the Deason and putative class cases.

On August 2, 2018, the Appellate Division entered orders (i) at their request, deeming withdrawn the Xerox defendants' appeal and motion to stay in the Deason cases; (ii) upon their request, deeming withdrawn the Xerox defendants' motion to stay, pending determination of appeal, the putative class case; and (iii) denying Fujifilm's motion to stay pending determination of its appeals in the Deason and putative case cases.

On September 21, 2018, putative class plaintiffs filed a motion for certification of a settlement class and a motion to transmit notice of the proposed settlement to the proposed class. On October 17, 2018, derivative plaintiff Carmen Ribbe and Fujifilm filed oppositions to the putative class plaintiffs' motion to transmit notice to the proposed class. The class has not yet been certified, and preliminary approval has not been granted.

The Appellate Division heard oral argument on September 25, 2018 on Fujifilm's appeal of the Court's decision. On October 16, 2018, the Appellate Division entered a decision and order reversing the Court's rulings, ordering that the claims brought against Fujifilm in the cases by Mr. Deason and the purported class be dismissed, and further ordering that the preliminary injunction of the proposed Fuji Transaction be dissolved (the "Appellate Decision and Order").

On November 15, 2018, the putative class plaintiffs filed with the Appellate Division a motion seeking the opportunity to reargue Fujifilm's appeal or, in the alternative, for leave to appeal the Appellate Decision and Order to the New York State Court of Appeals.

On December 6, 2018, pursuant to the Appellate Decision and Order, the Court entered a judgment dismissing the complaints against Fujifilm in Deason I and the putative class case. The Court further issued orders denying the putative class plaintiffs' motion for class certification, without prejudice to renewing the motion after the outcome of any appeals of the Appellate Decision and Order.

On January 8, 2019, the Court entered an order staying all further proceedings in Deason I and the putative class case until thirty days after exhaustion of appeals, including any appeals to the New York State Court of Appeals, of the Appellate Decision and Order. On January 9, 2019, the Court entered an order denying the putative class plaintiffs' motion to transmit notice to the proposed class, without prejudice to renewal of their motion at a later time.

On October 31, 2018 and January 3, 2019, respectively, Xerox and the Xerox director defendants in the putative class case filed with the Appellate Division a request and motion seeking an extension, until after any decision regarding approval of settlement of the putative class action, of the deadline by which to perfect their appeal of the Court's April 27, 2018 decision and order.

On February 21, 2019, the Appellate Division issued an order denying the putative class plaintiffs' motion seeking to reargue Fujifilm's appeal or, in the alternative, for leave to appeal the Appellate Decision and Order to the New York State Court of Appeals.

Xerox will vigorously defend these lawsuits to the extent that the proceedings continue as to Xerox. At this time, however, it is premature to make any conclusion regarding the probability of incurring material losses in these lawsuits. Should developments cause a change in our determination as to an unfavorable outcome, or result in a final adverse judgment or settlement, there could be a material adverse effect on our results of operations, cash flows and financial position in the period in which such change in determination, judgment, or settlement occurs.

2. Ribbe v. Jacobson, et al.:

On May 24, 2018, a shareholder derivative complaint was filed with the Court by Carmen Ribbe against all defendants in the putative class action described above, as well as Centerview Partners, LLC ("Centerview"). Plaintiff made no pre-complaint demand. The *Ribbe* complaint contains allegations of breaches of fiduciary duty similar to those in the Fuji Transaction Shareholder Lawsuits, and further alleges that, among other things, Fujifilm and Centerview aided and abetted those breaches, and that the directors breached their fiduciary duties and wasted corporate assets by, among other things, agreeing to releases of claims against them and allowing certain alleged payments in the Initial Settlement Agreement and the Final Settlement Agreement. It seeks unspecified damages for Xerox, rescission or reformation of the Final Settlement Agreement, restitution of funds allegedly paid to the directors, injunctive relief against wrongful practices, costs and attorneys' fees, as well as other relief.

On August 13, 2018, the Xerox defendants and Fujifilm filed motions to dismiss or stay the complaint.

On or about August 10, 2018, the parties filed a stipulated proposed order of discontinuance without prejudice as to Centerview in light of a recent agreement between Centerview and Xerox. On August 27, 2018, the Court declined to so-order the discontinuance absent Xerox's providing notice thereof to shareholders, and ordered the parties to confer regarding notice publication.

On December 6, 2018, the Court granted the Xerox defendants' motion to dismiss and dismissed the complaint without prejudice.

3. Fujifilm Holdings Corp. v. Xerox Corporation:

On June 18, 2018, Fujifilm filed a complaint against Xerox in the U.S. District Court for the Southern District of New York, relating to the Fuji Transaction agreements. The complaint alleges that Xerox: (1) willfully breached the Fuji Transaction agreements by purporting to terminate them to appease Messrs. Icahn and Deason and using as a pretext issues with Fujifilm's untimely submitted financials, and by settling Deason I and Deason II without notice to or consent by Fujifilm; (2) willfully breached the implied covenant of good faith and fair dealing by failing to support and use best efforts to conclude the Fuji Transaction, thus depriving Fujifilm of the benefit of its bargain; and (3) effected a change in Xerox's recommendation regarding the Fuji Transaction, entitling Fujifilm to terminate the Fuji Transaction agreements and to receive from Xerox a $183 termination fee. Fujifilm seeks a judgment for damages to be determined at trial in an amount in excess of $1.0 billion plus punitive damages; a declaration regarding the alleged change in recommendation such that Fujifilm may terminate the transaction and Xerox must pay the $183 termination fee and other remedies; costs and attorneys' fees; and other relief the court may deem appropriate.

At a conference on September 24, 2018, the Court stayed all discovery pending resolution of Xerox's motion to dismiss. Xerox filed its motion to dismiss on October 1, 2018. On February 22, 2019, following oral argument, the Court denied the motion to dismiss.

Xerox believes the lawsuit is meritless and will vigorously defend it. At this time, however, it is premature to make any conclusion regarding the probability of incurring material losses in this litigation. Should developments cause a change in our determination as to an unfavorable outcome, or result in a final adverse judgment or settlement, there could be a material adverse effect on our results of operations, cash flows and financial position in the period in which such change in determination, judgment, or settlement occurs.

State of Texas v. Xerox Corporation, Xerox State Healthcare, LLC, and ACS State Healthcare, LLC: On May 9, 2014, the State of Texas, via the Texas Office of Attorney General (the "State"), filed a lawsuit in the 53rd Judicial District Court of Travis County, Texas. The lawsuit alleged that Xerox Corporation, Xerox State Healthcare, LLC and ACS State Healthcare (collectively "the Defendants") violated the Texas Medicaid Fraud Prevention Act in the administration of ACS State Healthcare's contract with the Texas Department of Health and Human Services ("HHSC"). Xerox Corporation provided a guaranty of contractual performance with respect to the ACS State Healthcare contract. The State alleged that the Defendants made false representations of material facts regarding the processes, procedures, implementation and results regarding the prior authorization of orthodontic claims. The State sought recovery of actual damages, two times the amount of any overpayments made as a result of alleged unlawful acts, civil penalties, pre- and post-judgment interest and all costs and attorneys' fees. The State referenced the amount in controversy as exceeding hundreds of millions of dollars. The Defendants filed their Answer in June 2014 denying all allegations. In August 2017, the State of Texas filed a Second Amended Petition, which made substantially similar allegations and sought similar remedies as the original lawsuit. On October 23, 2017, Xerox Corporation filed a Motion for Summary Judgment seeking judgment in Xerox's favor on all claims against it. On July 2, 2018, the Court denied the State of Texas' motion for a determination of the adequacy of its pleadings as to Xerox or in the alternative, seeking leave to amend its petition to bring additional claims against Xerox.

On February 15, 2019, The State filed, without opposition, its Third Amended Petition against Conduent Business Services, LLC (f/k/a Xerox Business Services, LLC), Conduent State Healthcare, LLC (f/k/a Xerox State Healthcare, LLC, f/k/a ACS State Healthcare, LLC) and Conduent Incorporated (collectively, the "Conduent Entities") and Xerox Corporation to add claims for breach of contract and negligence. On February 18, 2019, Xerox and the Conduent Entities entered into a Settlement Agreement and Release ("Agreement") with the State and the HHSC to settle all claims arising from alleged failures by the defendants or Texas Medicaid & Healthcare Partnership to comply with obligations under two contracts between Conduent State Healthcare, LLC and the HHSC entered into in 2003 and 2010. Xerox is not required to make any payment under the Agreement. Pursuant to the terms of the Agreement, the Conduent Entities will pay the State $235.9 payable in installments through no later than July 31, 2021. Also pursuant to the Agreement, all proceedings in the lawsuit are suspended, as confirmed by an order issued by the Court on February 19, 2018, and the State and the HHSC will dismiss the lawsuit with prejudice and release all of the defendants from all of the State's claims after the settlement amount has been paid in full. No defendant made any admission of liability or wrongdoing in entering into the Agreement.

This matter is a “Conduent Liability”, as defined in the Separation and Distribution Agreement dated as of December 31, 2016 between Xerox Corporation and Conduent Incorporated, for which Conduent is required to indemnify Xerox. Conduent is entitled to direct the defense of this matter.

Oklahoma Firefighters Pension and Retirement System v. Xerox Corporation, Ursula M. Burns, Luca Maestri, Kathryn A. Mikells, Lynn R. Blodgett, Robert K. Zapfel, David H. Bywater and Mary Scanlon: On October 21, 2016, the Oklahoma Firefighters Pension and Retirement System (“plaintiff”) filed a purported securities class action complaint against Xerox Corporation, Ursula Burns, Luca Maestri, Kathryn Mikells, Lynn Blodgett and Robert Zapfel (collectively, “defendants”) in the U.S. District Court for the Southern District of New York on behalf of the plaintiff and certain purchasers or acquirers of Xerox common stock. The complaint alleged that defendants made false and misleading statements, in violation of Sections 10(b) and 20(a) of the Securities Exchange Act and SEC Rule 10b-5, relating to the operations and prospects of Xerox’s Health Enterprise business. Plaintiff sought, among other things, unspecified monetary damages and attorneys’ fees. Other, similar lawsuits may follow. On December 28, 2016, the Court entered a stipulated order setting out a schedule for amendment of the complaint and for defendants’ response to that complaint following the Court’s appointment of lead plaintiff under the Private Securities Litigation Reform Act. On February 28, 2017, the Court issued an opinion and order appointing the Arkansas Public Employees Retirement System ("APERS") as lead plaintiff. On May 1, 2017, APERS filed an amended complaint, alleging substantially similar claims and seeking substantially similar relief, but adding David Bywater and Mary Scanlon as defendants. On June 30, 2017, defendants moved to dismiss the amended complaint, and the motions were fully briefed on October 13, 2017. On March 20, 2018, the Court entered an opinion and order granting the motions, and on March 23, 2018, the Court entered a judgment of dismissal and closed the case. On April 20, 2018, plaintiffs filed a notice of appeal in the U.S. Court of Appeals for the Second Circuit, and the appeal was fully briefed as of November 28, 2018. Xerox will vigorously defend against this matter. At this time, it is premature to make any conclusion regarding the probability of incurring material losses in this litigation. Should developments cause a change in our determination as to an unfavorable outcome, or result in a final adverse judgment or settlement, there could be a material adverse effect on our results of operations, cash flows and financial position in the period in which such change in determination, judgment, or settlement occurs.

Guarantees, Indemnifications and Warranty Liabilities

Indemnifications Provided as Part of Contracts and Agreements

Acquisitions/Divestitures:

We have indemnified, subject to certain deductibles and limits, the purchasers of businesses or divested assets for the occurrence of specified events under certain of our divestiture agreements. In addition, we customarily agree to hold the other party harmless against losses arising from a breach of representations and covenants, including such matters as adequate title to assets sold, intellectual property rights, specified environmental matters and certain income taxes arising prior to the date of acquisition. Where appropriate, an obligation for such indemnifications is recorded as a liability at the time of the acquisition or divestiture. Since the obligated amounts of these types of indemnifications are often not explicitly stated and/or are contingent on the occurrence of future events, the overall maximum amount of the obligation under such indemnifications cannot be reasonably estimated. Other than obligations recorded as liabilities at the time of divestiture, we have not historically made significant payments for these indemnifications. Additionally, under certain of our acquisition agreements, we have provided for additional consideration to be paid to the sellers if established financial targets are achieved post-closing. We have recognized liabilities for these contingent obligations based on an estimate of the fair value of these contingencies at the time of acquisition. Contingent obligations related to indemnifications arising from our divestitures and contingent consideration provided for by our acquisitions are not expected to be material to our financial position, results of operations or cash flows.

Other Agreements:

We are also party to the following types of agreements pursuant to which we may be obligated to indemnify the other party with respect to certain matters:

- Guarantees on behalf of our subsidiaries with respect to real estate leases. These lease guarantees may remain in effect subsequent to the sale of the subsidiary.
- Agreements to indemnify various service providers, trustees and bank agents from any third-party claims related to their performance on our behalf, with the exception of claims that result from a third-party's own willful misconduct or gross negligence.
- Guarantees of our performance in certain sales and services contracts to our customers and indirectly the performance of third parties with whom we have subcontracted for their services. This includes indemnifications to customers for losses that may be sustained as a result of the use of our equipment at a customer's location.

In each of these circumstances, our payment is conditioned on the other party making a claim pursuant to the procedures specified in the particular contract and such procedures also typically allow us to challenge the other party's claims. In the case of lease guarantees, we may contest the liabilities asserted under the lease. Further, our obligations under these agreements and guarantees may be limited in terms of time and/or amount, and in some instances, we may have recourse against third parties for certain payments we made.

Patent Indemnifications

In most sales transactions to resellers of our products, we indemnify against possible claims of patent infringement caused by our products or solutions. In addition, we indemnify certain software providers against claims that may arise as a result of our use or our subsidiaries', customers' or resellers' use of their software in our products and solutions. These indemnities usually do not include limits on the claims, provided the claim is made pursuant to the procedures required in the sales contract.

Indemnification of Officers and Directors

Our corporate by-laws require that, except to the extent expressly prohibited by law, we must indemnify Xerox Corporation's officers and directors against judgments, fines, penalties and amounts paid in settlement, including legal fees and all appeals, incurred in connection with civil or criminal action or proceedings, as it relates to their services to Xerox Corporation and our subsidiaries. Although the by-laws provide no limit on the amount of indemnification, we may have recourse against our insurance carriers for certain payments made by us. However, certain indemnification payments (such as those related to "clawback" provisions in certain compensation arrangements) may not be covered under our directors' and officers' insurance coverage. We also indemnify certain fiduciaries of our employee benefit plans for liabilities incurred in their service as fiduciary whether or not they are officers of the Company. Finally, in connection with our acquisition of businesses, we may become contractually obligated to indemnify certain former and current directors, officers and employees of those businesses in accordance with pre-acquisition by-laws and/or indemnification agreements and/or applicable state law.

Product Warranty Liabilities

In connection with our normal sales of equipment, including those under sales-type leases, we generally do not issue product warranties. Our arrangements typically involve a separate full service maintenance agreement with the customer. The agreements generally extend over a period equivalent to the lease term or the expected useful life of the equipment under a cash sale. The service agreements involve the payment of fees in return for our performance of repairs and maintenance. As a consequence, we do not have any significant product warranty obligations, including any obligations under customer satisfaction programs. In a few circumstances, particularly in certain cash sales, we may issue a limited product warranty if negotiated by the customer. We also issue warranties for certain of our entry level products, where full service maintenance agreements are not available. In these instances, we record warranty obligations at the time of the sale. Aggregate product warranty liability expenses for the three years ended December 31, 2018 were $14, $15 and $15, respectively. Total product warranty liabilities as of December 31, 2018 and 2017 were $6 and $7, respectively.

Guarantees

We have issued or provided approximately $334 of guarantees as of December 31, 2018 in the form of letters of credit or surety bonds issued to i) support certain insurance programs; ii) support our obligations related to the Brazil tax and labor contingencies (see "Brazil Contingencies); and iii) support certain contracts, primarily with public sector customers, which require us to provide a surety bond as a guarantee of our performance of contractual obligations.

In general, we would only be liable for the amount of these guarantees in the event we defaulted in performing our obligations under each contract; the probability of which we believe is remote. We believe that our capacity in the surety markets as well as under various credit arrangements (including our Credit Facility) is sufficient to allow us to respond to future requests for proposals that require such credit support.

Note 20 - Preferred Stock

Series B Convertible Perpetual Preferred Stock

As of December 31, 2018, we had one class of preferred stock outstanding. We have issued 180,000 shares of Series B Convertible Perpetual Preferred Stock that have an aggregate liquidation value of $180 and a carrying value of $214. The Series B Convertible Preferred Stock pays quarterly cash dividends at a rate of 8% per year ($14 per year). Each share of Preferred Stock is convertible at any time, at the option of the holder, into 37.4532 shares of common stock for a total of 6,742 thousand shares (reflecting an initial conversion price of approximately $26.70 per share of common stock), subject to customary anti-dilution adjustments.

If the closing price of our common stock exceeds $39.00 or 146.1% of the initial conversion price of $26.70 per share of common stock for 20 out of 30 consecutive trading days, we have the right to cause any or all of the Series B Convertible Perpetual Preferred Stock to be converted into shares of common stock at the then applicable conversion rate. The Preferred Stock is also convertible, at the option of the holder, upon a change in control, at the applicable conversion rate plus an additional number of shares determined by reference to the price paid for our common stock upon such change in control. In addition, upon the occurrence of certain fundamental change events, including a change in control or the delisting of Xerox's common stock, the holder of convertible preferred stock has the right to require us to redeem any or all of the convertible preferred stock in cash at a redemption price per share equal to the liquidation preference and any accrued and unpaid dividends up to, but not including, the redemption date. The convertible preferred stock is classified as temporary equity (i.e., apart from permanent equity) as a result of the contingent redemption feature.

Note 21 – Shareholders’ Equity

Preferred Stock

We are authorized to issue approximately 22 million shares of cumulative preferred stock, $1.00 par value per share. Refer to Note 20 - Preferred Stock for additional information.

Common Stock

We have 437.5 million authorized shares of common stock, $1.00 par value per share. At December 31, 2018, 23 million shares were reserved for issuance under our incentive compensation plans, 12 million shares were reserved for debt to equity exchanges and 7 million shares were reserved for conversion of the Series B convertible perpetual preferred stock.

Treasury Stock

We account for the repurchased common stock under the cost method and include such treasury stock as a component of our common shareholders' equity. Retirement of treasury stock is recorded as a reduction of Common stock and Additional paid-in capital at the time such retirement is approved by our Board of Directors.

In July 2018, the Board of Directors authorized a $1.0 billion share repurchase program (exclusive of any commissions and other transaction fees and costs). The program replaced the $245 of authority remaining under the Company's previously authorized share repurchase program. In January 2019, the Board of Directors authorized an incremental $1.0 billion share repurchase program (exclusive of any commissions and other transaction fees and costs).

The following provides cumulative information relating to our share repurchase program from its inception in July 2018 through December 31, 2018 (shares in thousands):

Authorized share repurchase program	$	1,000
Share repurchase cost	$	700
Share repurchase fees	$	—
Number of shares repurchased		26,093

Of the $1.0 billion of share repurchase granted in 2018 by our Board of Directors, approximately $300 of that authority remained available as of December 31, 2018.

The following table reflects the changes in Common and Treasury stock shares (shares in thousands):

	Common Stock Shares	Treasury Stock Shares
Balance at December 31, 2015	253,209	—
Stock based compensation plans, net	385	—
Balance at December 31, 2016	253,594	—
Stock based compensation plans, net	1,019	—
Balance at December 31, 2017	254,613	—
Stock based compensation plans, net	1,103	—
Acquisition of Treasury stock	—	26,093
Cancellation of Treasury stock	(24,026)	(24,026)
Balance at December 31, 2018	231,690	2,067

Note 22 – Stock-Based Compensation

(shares in thousands)

We have a long-term incentive plan whereby eligible employees may be granted restricted stock units (RSUs), performance shares (PSs) and stock options (SOs). We grant stock-based compensation awards in order to continue to attract and retain qualified employees and to better align employees' interests with those of our shareholders. We grant RSUs and PSs to officers, selected executives and middle managers, and SOs to officers and selected executives only. Each of these awards is subject to settlement with newly issued shares of our common stock. At December 31, 2018 and 2017, 14 million and 16 million shares, respectively, were available for grant of awards.

Stock-based compensation expense was as follows:

	Year Ended December 31,		
	2018	2017	2016
Stock-based compensation expense, pre-tax	$ 57	$ 52	$ 50
Income tax benefit recognized in earnings	14	20	19

In 2018, the timing of our annual grant of awards was changed from July to April to better align our grant date with the underlying performance period related to PSs.

Restricted Stock Units: Compensation expense for RSUs is based upon the grant date market price and is recognized on a straight-line basis over the vesting period, based on management's estimate of the number of shares expected to vest. The 2018 grant vests as follows: 25% after one year of service, 25% after two years of service and 50% after three years of service from the date of grant. Prior to the 2018 grant, RSUs vested on a three-year cliff basis from the date of grant. Shares awarded to employees who are retirement-eligible at the date of grant, become retirement-eligible during the vesting period, or are terminated not-for-cause (e.g. as part of a restructuring initiative), vest based on service provided from the date of grant to the date of separation.

Performance Shares: PS awards granted in 2018 were comprised of the following components: a performance-based component that included metrics for Revenue Growth and Free Cash Flow and a market-based component that included a Total Shareholder Return (TSR) metric. The metrics are equally weighted; accordingly, each PS grant is two-thirds performance-based (revenue and free cash flow) and one-third market-based (TSR). The performance metrics are independent of each other and depending on the achievement of these metrics, a recipient of a PS award is entitled to receive a number of shares equal to a percentage, ranging from 0% to 200% of the PS award granted. PSs vest on a three-year cliff basis from the date of grant. Prior to the 2018 grant, PSs were exclusively performance based and included metrics for Revenue Growth, Earnings per Share and Cash Flow from Operations, typically over a three-year performance period.

Performance-Based Component: PSs vest contingent upon meeting pre-determined cumulative performance metrics. The fair value of our PSs is based upon the grant-date market price. Compensation expense is recognized on a straight-line basis over the vesting period, based on management's estimate of the number of shares expected to vest. If the cumulative three-year actual results exceed the stated targets, all plan participants have the potential to earn additional shares of common stock up to a maximum overachievement of 100% of the original grant. If the stated targets are not met, any recognized compensation cost would be reversed.

As a result of the change in management in the second quarter 2018, the Board did not finalize the performance measures and corresponding weightings for the 2018 PS grant and therefore the plan remained discretionary through November 2018. Accordingly, we determined that the criteria needed to establish a grant date had not been met and therefore the fair value of the 2018 PS grant was revalued based on the period-end stock price for each subsequent reporting period. In December 2018, the Board approved and modified the performance-based metrics to a one-year performance period (2018), and a two-year time-based requirement (2019 and 2020). As a result of this action, we determined that the grant date criteria was met in December 2018, and the fair value of the award was finalized.

Market-Based Component: The TSR metric, included as part of the 2018 PS grant, was based on the percentage change in the Company's stock price plus the dividends paid over the three-year measurement period. Payout for this portion of the PS was to be determined based on Xerox's percentage change compared to the shareholder returns of the peer group of companies approved by the compensation committee of the Board (as disclosed in the 2018 annual proxy statement). Since the TSR portion of the PS award represents a market condition, a Monte Carlo simulation was used to determine the grant-date fair value. In conjunction with the Board's approval to modify the performance-based metrics of the 2018 PS grant, the Board also approved a modification to the market-based metric of the award to a one-year performance period (2018), and a two-year time-based requirement (2019 and 2020). A summary of the key valuation input assumptions used in the Monte Carlo simulation relative to PS awards granted were as follows:

	2018 Award	
Term		3 years
Risk-free interest rate[(1)]		2.39%
Dividend yield[(2)]		3.24%
Xerox's historical volatility[(3)]		29.12%
Weighted average fair value[(4)]	$	32.01

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(1) The risk-free interest rate was based on the zero-coupon U.S. Treasury yield curve from the valuation date, with a maturity matched to the TSR performance period.
(2) The dividend yield was calculated as the expected quarterly dividend divided by Xerox's three-month average stock price as of the valuation date.
(3) Xerox's historical volatility is calculated from daily stock returns over a three-year look-back term from the valuation date.
(4) The weighted average of fair values used to record compensation expense as determined by the Monte Carlo simulation.

Our TSR compared to the peer group TSR will determine the payout as follows:

Percentile	Payout as a Percent of Target[(1)]
80th and above	200%
50th	100%
25th	35%
Below 25th	0%

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(1) For performance between the levels described above, the degree of vesting is interpolated on a linear basis.

Compensation expense is recognized on a straight-line basis over the vesting period based on the fair value determined by the Monte Carlo simulation and, except in cases of employee forfeiture, cannot be reversed regardless of performance. There was no impact to compensation expense as a result of the Board's approval to modify the 2018 TSR metric to a one-year performance period (2018) and a two-year time-based requirement (2019 and 2020).

Stock Options: The Board approved the granting of SOs as part of the 2018 plan design. Except for the conversion of options relating to our acquisition of Affiliated Computer Systems in 2010, we had not issued any SOs since 2004. Compensation expense associated with SOs is based upon the grant date fair value determined by utilizing the Black-Scholes (BS) option-pricing model and is recognized on a straight-line basis over the vesting period, based on management's estimate of the number of SOs expected to vest. The 2018 SOs have a contractual term of 10 years from the date of grant and vest as follows: 25% after one year of service, 25% after two years of service, and 50% after three years of service from the date of grant. Similar to RSUs, SOs awarded to employees who are retirement-eligible at the date of grant, become retirement-eligible during the vesting period, or are terminated not-for-cause (e.g. as part of a restructuring action), vest based on service provided from the date of grant to the date of separation.

The weighted average assumptions used in the BS option-pricing model relative to SO awards were as follows:

	2018 Award	
Expected term[(1)]		6.13 years
Expected volatility[(2)]		27.25%
Expected dividend yield[(3)]		3.25%
Risk-free interest rate[(4)]		2.63%
Weighted average fair value[(5)]	$	5.71

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(1) Since these SO grants are effectively part of a new program, the expected term was calculated using the "Simplified Method" under the SEC guidance based on the SOs vesting schedule and contractual term. We did not have sufficient historical exercise data to provide a reasonable basis to estimate an expected term.
(2) The expected volatility was calculated based on a combination of Xerox's term-matched historical volatility and implied volatility from traded options.
(3) The dividend yield was calculated as the expected quarterly dividend divided by Xerox's three-month average stock price as of the grant date.
(4) The risk-free interest rate was based on the zero-coupon U.S. Treasury yield curve with a maturity matched to the expected term of the SOs.
(5) The weighted average of fair values used to record compensation expense as determined by the BS option-pricing model.

Note: Management's estimate of the number of shares expected to vest at the time of grant reflects an estimate for forfeitures based on our historical forfeiture rate to date. Should actual forfeitures differ from management's estimate, the activity will be reflected in a subsequent period.

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Summary of Stock-based Compensation Activity

	2018		2017		2016	
	Shares	Weighted Average Grant Date Fair Value[2]	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value[2]
Restricted Stock Units[1]						
Outstanding at January 1	2,856	$ 30.65	1,807	$ 30.10	598	$ 44.20
Granted	1,595	27.82	1,436	31.39	1,793	38.28
Vested	(214)	30.39	(117)	36.99	(79)	38.48
Cancelled	(678)	30.04	(270)	29.03	(137)	40.48
Separation of Conduent	—	—	—	—	(786)	40.28
Shares granted in equity conversion	—	—	—	—	418	30.10
Outstanding at December 31	3,559	29.51	2,856	30.65	1,807	30.10
Performance Shares						
Outstanding at January 1	3,117	$ 31.54	5,054	$ 33.98	5,802	$ 46.68
Granted	1,060	27.36	1,349	32.80	1,320	37.40
Vested	(853)	32.59	(1,413)	37.44	(8)	45.32
Cancelled	(862)	30.26	(1,873)	34.59	(1,234)	47.36
Separation of Conduent	—	—	—	—	(1,974)	44.36
Shares granted in equity conversion	—	—	—	—	1,148	33.98
Outstanding at December 31	2,462	29.83	3,117	31.54	5,054	33.98
Stock Options						
Outstanding at January 1	—	$ —	—	$ —	780	$ 27.48
Granted	1,414	27.88	—	—	—	—
Canceled/expired	(392)	27.98	—	—	(98)	27.96
Exercised	—	—	—	—	(306)	28.12
Separation of Conduent	—	—	—	—	(376)	26.80
Outstanding at December 31	1,022	27.84	—	—	—	—
Exercisable at December 31	39	27.98	—	—	—	—

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(1) Includes a Restricted Stock Award (RSA) of 351 shares with a corresponding grant date fair value of $28.51.
(2) Exercise price for stock options.

Unrecognized compensation cost related to non-vested stock-based awards at December 31, 2018 was as follows:

Awards	Unrecognized Compensation	Remaining Weighted-Average Vesting Period (Years)
Restricted Stock Units[1]	$ 37	1.7
Performance Shares	29	1.8
Stock Options	4	2.3
Total	$ 70	

The aggregate intrinsic value of outstanding RSU and PS awards was as follows:

Awards	December 31, 2018
Restricted Stock Units[1]	$ 70
Performance Shares	49

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(1) Includes a RSA of 351 shares with a corresponding grant date fair value of $28.51.

The intrinsic value and actual tax benefit realized for all vested and exercised stock-based awards was as follows:

	December 31, 2018			December 31, 2017			December 31, 2016		
Awards	Total Intrinsic Value	Cash Received	Tax Benefit	Total Intrinsic Value	Cash Received	Tax Benefit	Total Intrinsic Value	Cash Received	Tax Benefit
Restricted Stock Units	$ 6	$ —	$ 2	$ 3	$ —	$ 1	$ 3	$ —	$ 1
Performance Shares	21	—	4	40	—	12	—	—	—
Stock Options	—	—	—	—	—	—	3	9	1

Note 23 – Other Comprehensive Income (Loss)

The historical statement of Comprehensive Loss has not been revised to reflect the Separation and instead reflects the Separation as a final adjustment to the balances at December 31, 2016. Refer to Note 5 - Divestitures for additional information regarding the Separation.

Other Comprehensive Income (Loss) is comprised of the following:

	Year Ended December 31,					
	2018		2017		2016	
	Pre-tax	Net of Tax	Pre-tax	Net of Tax	Pre-tax	Net of Tax
Translation Adjustments (Losses) Gains	$ (251)	$ (242)	$ 484	$ 483	$ (345)	$ (347)
Unrealized Gains (Losses)						
Changes in fair value of cash flow hedges gains (losses)	9	8	(28)	(23)	18	14
Changes in cash flow hedges reclassed to earnings[(1)]	14	10	35	25	(40)	(28)
Other losses	(2)	(2)	(1)	(1)	(1)	(1)
Net Unrealized Gains (Losses)	21	16	6	1	(23)	(15)
Defined Benefit Plans Gains (Losses)						
Net actuarial/prior service gains (losses)	273	198	52	64	(118)	(87)
Prior service amortization/curtailment[(2)]	(26)	(20)	(10)	(7)	(10)	(6)
Actuarial loss amortization/settlement[(2)]	252	190	236	158	160	109
Fuji Xerox changes in defined benefit plans, net[(3)]	(25)	(25)	29	29	(93)	(93)
Other gains (losses)[(4)]	66	66	(138)	(138)	202	203
Changes in Defined Benefit Plans Gains	540	409	169	106	141	126
Other Comprehensive Income (Loss)	310	183	659	590	(227)	(236)
Less: Other comprehensive income (loss) attributable to noncontrolling interests	—	—	1	1	(3)	(3)
Other Comprehensive Income (Loss) Attributable to Xerox	$ 310	$ 183	$ 658	$ 589	$ (224)	$ (233)

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(1) Reclassified to Cost of sales - refer to Note 15 - Financial Instruments for additional information regarding our cash flow hedges.
(2) Reclassified to Total Net Periodic Benefit Cost - refer to Note 17 - Employee Benefit Plans for additional information.
(3) Represents our share of Fuji Xerox's benefit plan changes.
(4) Primarily represents currency impact on cumulative amount of benefit plan net actuarial losses and prior service credits in AOCL.

Accumulated Other Comprehensive Loss (AOCL)

AOCL is comprised of the following:

	December 31,		
	2018	2017	2016
Cumulative translation adjustments	$ (2,023)	$ (1,781)	$ (2,263)
Other unrealized gains (losses), net	4	(12)	(13)
Benefit plans net actuarial losses and prior service credits[(1)]	(1,546)	(1,955)	(2,061)
Total Accumulated Other Comprehensive Loss Attributable to Xerox	$ (3,565)	$ (3,748)	$ (4,337)

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(1) Includes our share of Fuji Xerox.

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Note 24 – Earnings (Loss) per Share

The following table sets forth the computation of basic and diluted earnings (loss) per share of common stock (shares in thousands):

	Year Ended December 31,		
	2018	2017	2016
Basic Earnings (Loss) per Share:			
Net Income from continuing operations attributable to Xerox	$ 361	$ 192	$ 622
Accrued dividends on preferred stock	(14)	(14)	(24)
Adjusted Net income from continuing operations available to common shareholders	347	178	598
Income (loss) from discontinued operations attributable to Xerox, net of tax	—	3	(1,093)
Adjusted Net income (loss) available to common shareholders	$ 347	$ 181	$ (495)
Weighted-average common shares outstanding	248,707	254,341	253,391
Basic Earnings (Loss) per Share:			
Continuing operations	$ 1.40	$ 0.70	$ 2.36
Discontinued operations	—	0.01	(4.31)
Basic Earnings (Loss) per Share	$ 1.40	$ 0.71	$ (1.95)
Diluted Earnings (Loss) per Share:			
Net Income from continuing operations attributable to Xerox	$ 361	$ 192	$ 622
Accrued dividends on preferred stock	(14)	(14)	(24)
Adjusted Net income from continuing operations available to common shareholders	347	178	598
Income (loss) from discontinued operations attributable to Xerox, net of tax	—	3	(1,093)
Adjusted Net income (loss) available to common shareholders	$ 347	$ 181	$ (495)
Weighted-average common shares outstanding	248,707	254,341	253,391
Common shares issuable with respect to:			
Stock options	—	—	174
Restricted stock and performance shares	2,953	2,229	2,430
Adjusted Weighted average common shares outstanding	251,660	256,570	255,995
Diluted Earnings (Loss) per Share:			
Continuing operations	$ 1.38	$ 0.70	$ 2.33
Discontinued operations	—	0.01	(4.26)
Diluted Earnings (Loss) per Share	$ 1.38	$ 0.71	$ (1.93)

The following securities were not included in the computation of diluted earnings per share as they were either contingently issuable shares or shares that if included would have been anti-dilutive (shares in thousands):

	2018	2017	2016
Stock options	1,022	—	202
Restricted stock and performance shares	3,068	3,706	5,430
Convertible preferred stock	6,742	6,742	6,742
Total Anti-Dilutive Securities	10,832	10,448	12,374
Dividends per Common Share	$ 1.00	$ 1.00	$ 1.24

Note 25 – Fuji Xerox Transaction

Pending Litigation Relating to the Fuji Transaction

Refer to Note 19 - Contingencies and Litigation for discussion of the Pending Litigation Relating to the Fuji Xerox Transaction.

Fuji Xerox Transaction Overview and Termination of Agreement

On January 31, 2018, Xerox entered into (i) a Redemption Agreement with FUJIFILM Holdings Corporation, a Japanese company (“Fujifilm”), and Fuji Xerox Co., Ltd., a Japanese company, in which Xerox indirectly holds a 25% equity interest while Fujifilm holds the remaining 75% equity interest (“Fuji Xerox”), and (ii) a Subscription Agreement with Fujifilm (collectively, the “Transaction Agreements”). Under the terms of the Transaction Agreements, Fuji Xerox would have become a wholly-owned subsidiary of Xerox, Xerox shareholders would have received a $2.5 billion special cash dividend and Xerox would have become owned 49.9% by Xerox's shareholders as of the closing date for the transaction and 50.1% by Fujifilm.

The terms of the Subscription Agreement provided the Company with certain terminations rights, including (a) if the audited financial statements of FX deviated in any material respect from the unaudited financial statements of FX and its subsidiaries provided to the Company prior to the date of the Subscription Agreement and (b) if Fujifilm or FX failed to perform any covenant or agreement set forth in the Subscription Agreement that would cause certain conditions to the consummation of the transactions contemplated by the Subscription Agreement not to be satisfied, which breach or failure to perform could not be cured or, if capable of cure, had not been cured by the earlier of 30 days following written notice thereof from the Company to Fujifilm.

As a result of the failure by Fujifilm to deliver the audited financial statements of FX by April 15, 2018 and the material deviations reflected in the audited financial statements of FX, when delivered, the Company determined that it was in the best interest of the Company and its shareholders to terminate the Subscription Agreement in accordance with the termination rights set forth therein, taking into account other circumstances limiting the ability of the Company, Fujifilm and FX to consummate a transaction. On May 13, 2018, prior to entry into the Settlement Agreement discussed in Note 19 - Contingencies and Litigation, the Company delivered written notice of termination of the Subscription Agreement to Fujifilm. By virtue of the termination of the Subscription Agreement, the Redemption Agreement terminated automatically. The Company's termination of the Transaction Agreements is the subject of pending litigation.

The Company continues to maintain existing commercial relationships with FX and Fujifilm, including, as part of the following agreements: (i) the Joint Enterprise Contract, between the Company and Fujifilm, dated March 30, 2001, (ii) the Technology Agreement, dated April 1, 2006, by and between the Company and FX and (iii) the Master Program Agreement made and entered into as of September 9, 2013 by and between the Company and FX. On June 25, 2018, the Company disclosed to Fujifilm that it does not currently plan to renew the Technology Agreement when it expires in 2021. Xerox’s goals include sourcing products, parts and supplies from the most competitive suppliers to support the needs of its customers.

Bridge Facility Termination

On January 31, 2018, Xerox entered into a Commitment Letter with Citigroup Global Markets Inc. and Morgan Stanley Senior Funding, Inc., which provided a commitment for a $2.5 billion unsecured bridge loan facility that would have been available for Xerox to pay the special one-time cash dividend of $2.5 billion to existing shareholders of Xerox in connection with the Transaction Agreements, as described above.

Concurrent with the termination of the Transaction Agreements, the commitment to provide the unsecured bridge loan facility was terminated in the second quarter 2018 and, as a result, the remaining unamortized debt issuance costs of $16 were written-off.

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Quarterly Results of Operations (Unaudited)

(in millions, except per-share data)	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Full Year
2018					
Revenues	$ 2,435	$ 2,510	$ 2,352	$ 2,533	$ 9,830
Costs and Expenses	2,301	2,377	2,160	2,394	9,232
Income before Income Taxes and Equity Income	134	133	192	139	598
Income tax expense	40	38	142	37	257
Equity in net (loss) income of unconsolidated affiliates(1)	(68)	19	43	39	33
Income from Continuing Operations	26	114	93	141	374
(Loss) income from discontinued operations, net of tax	—	—	—	—	—
Net Income	26	114	93	141	374
Less: Net income - noncontrolling interests	3	2	4	4	13
Net Income Attributable to Xerox	$ 23	$ 112	$ 89	$ 137	$ 361
Basic Earnings per Share(2):					
Continuing operations	$ 0.08	$ 0.42	$ 0.34	$ 0.56	$ 1.40
Discontinued operations	—	—	—	—	—
Total Basic Earnings per Share	$ 0.08	$ 0.42	$ 0.34	$ 0.56	$ 1.40
Diluted Earnings (Loss) per Share(2):					
Continuing operations	$ 0.08	$ 0.42	$ 0.34	$ 0.56	$ 1.38
Discontinued operations	—	—	—	—	—
Total Diluted Earnings per Share	$ 0.08	$ 0.42	$ 0.34	$ 0.56	$ 1.38
2017					
Revenues	$ 2,454	$ 2,567	$ 2,497	$ 2,747	$ 10,265
Costs and Expenses	2,470	2,374	2,330	2,521	9,695
(Loss) Income before Income Taxes and Equity Income	(16)	193	167	226	570
Income tax (benefit) expense	(24)	43	18	444	481
Equity in net income of unconsolidated affiliates	40	20	30	25	115
Income (Loss) from Continuing Operations	48	170	179	(193)	204
(Loss) income from discontinued operations, net of tax	(6)	—	3	6	3
Net Income (Loss)	42	170	182	(187)	207
Less: Net income - noncontrolling interests	2	4	3	3	12
Net Income (Loss) Attributable to Xerox	$ 40	$ 166	$ 179	$ (190)	$ 195
Basic Earnings (Loss) per Share(2):					
Continuing operations	$ 0.17	$ 0.64	$ 0.68	$ (0.78)	$ 0.70
Discontinued operations	(0.03)	—	0.01	0.02	0.01
Total Basic Earnings (Loss) per Share	$ 0.14	$ 0.64	$ 0.69	$ (0.76)	$ 0.71
Diluted Earnings (Loss) per Share(2):					
Continuing operations	$ 0.16	$ 0.63	$ 0.67	$ (0.78)	$ 0.70
Discontinued operations	(0.02)	—	0.01	0.02	0.01
Total Diluted Earnings (Loss) per Share	$ 0.14	$ 0.63	$ 0.68	$ (0.76)	$ 0.71

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(1) First quarter 2018 included an out-of-period charge of approximately $28 million related to our investment in Fuji Xerox. Refer to Note 10 - Investment in Affiliates, at Equity in the Consolidated Financial Statements for additional information.

(2) The sum of quarterly earnings per share may differ from the full-year amounts due to rounding, or in the case of diluted earnings per share, because securities that are anti-dilutive in certain quarters may not be anti-dilutive on a full-year basis.

Item 9. Changes In and Disagreements With Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Management's Responsibility for Financial Statements

Our management is responsible for the integrity and objectivity of all information presented in this annual report. The Consolidated Financial Statements were prepared in conformity with accounting principles generally accepted in the United States of America and include amounts based on management's best estimates and judgments. Management believes the Consolidated Financial Statements fairly reflect the form and substance of transactions and that the financial statements fairly represent the Company's financial position and results of operations.

The Audit Committee of the Board of Directors, which is composed solely of independent directors, meets regularly with the independent auditors, PricewaterhouseCoopers LLP, the internal auditors and representatives of management to review accounting, financial reporting, internal control and audit matters, as well as the nature and extent of the audit effort. The Audit Committee is responsible for the engagement of the independent auditors. The independent auditors and internal auditors have access to the Audit Committee.

Disclosure Controls and Procedures

The Company’s management evaluated, with the participation of our principal executive officer and principal financial officer, or persons performing similar functions, the effectiveness of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as of the end of the period covered by this report. Based on this evaluation, our principal executive officer and principal financial officer have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective to ensure that information we are required to disclose in the reports that we file or submit under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission’s rules and forms relating to Xerox Corporation, including our consolidated subsidiaries, and was accumulated and communicated to the Company’s management, including the principal executive officer and principal financial officer, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in the rules promulgated under the Securities Exchange Act of 1934. Under the supervision and with the participation of our management, including our principal executive, financial and accounting officers, we have conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in “Internal Control - Integrated Framework (2013)” issued by the Committee of Sponsoring Organizations of the Treadway Commission.

Based on the above evaluation, management concluded that our internal control over financial reporting was effective as of December 31, 2018.

The effectiveness of our internal control over financial reporting as of December 31, 2018 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears in Part II, Item 8 of this Form 10-K.

Changes in Internal Control over Financial Reporting

In connection with the evaluation required by paragraph (d) of Rule 13a-15 under the Exchange Act, there was no change identified in our internal control over financial reporting that occurred during the last fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

Board of Directors

On February 20, 2019, Gregory Q. Brown and Sara Martinez Tucker informed the Board of Directors that they would not stand for election as directors at the Company’s 2019 annual meeting of shareholders, currently scheduled to be held on May 21, 2019. Their respective decisions not to stand for election were not due to any disagreement with respect to the operations, policies or practices of the Company. The Company thanks them for their many significant contributions over the years.

The size of the Company’s Board of Directors has been reduced from nine to seven effective the day of the Company’s 2019 annual meeting of shareholders.

Part III

Item 10. Directors, Executive Officers and Corporate Governance

The information regarding directors is incorporated herein by reference to the section entitled “Proposal 1 - Election of Directors” in our definitive Proxy Statement (2019 Proxy Statement) to be filed pursuant to Regulation 14A of the Securities Exchange Act of 1934, as amended, in connection with our Annual Meeting of Stockholders. The Proxy Statement will be filed within 120 days after the end of our fiscal year ended December 31, 2018.

The information regarding compliance with Section 16(a) of the Securities and Exchange Act of 1934 is incorporated herein by reference to the section entitled “Section 16(a) Beneficial Ownership Reporting Compliance” of our 2019 Proxy Statement.

The information regarding the Audit Committee, its members and the Audit Committee financial experts is incorporated by reference herein from the subsection entitled “Committee Functions, Membership and Meetings” in the section entitled “Proposal 1 - Election of Directors” in our 2019 Proxy Statement.

We have adopted a code of ethics applicable to our principal executive officer, principal financial officer and principal accounting officer. The Finance Code of Conduct can be found on our website at: http://www.xerox.com/investor and then clicking on Corporate Governance. Information concerning our Finance Code of Conduct can be found under "Corporate Governance" in our 2019 definitive Proxy Statement and is incorporated here by reference.

Executive Officers of Xerox

The following is a list of the executive officers of Xerox, their current ages, their present positions and the year appointed to their present positions. Each officer is elected to hold office until the meeting of the Board of Directors held on the day of the next annual meeting of shareholders, subject to the provisions of the By-Laws.

Name	Age	Present Position	Year Appointed to Present Position	Xerox Officer Since
Giovanni (John) Visentin	56	Vice Chairman and Chief Executive Officer	2018	2018
Steven J. Bandrowczak	58	President and Chief Operations Officer	2018	2018
Michael Feldman	52	Executive Vice President, President Americas Operations	2017	2013
Suzan Morno-Wade	51	Executive Vice President, Chief Human Resources Officer	2018	2018
William F. Osbourn, Jr.	54	Executive Vice President, Chief Financial Officer	2017	2017
Louis J. Pastor	34	Executive Vice President, General Counsel	2018	2018
Herve N. Tessler	55	Executive Vice President, President EMEA Operations	2017	2010
Stephen P. Hoover	58	Senior Vice President, Chief Technology Officer	2017	2017
Joseph H. Mancini, Jr.	60	Vice President, Chief Accounting Officer	2013	2010

Of the officers named above, Messrs. Feldman, Hoover, Mancini, Jr., and Tessler have been officers or executives of Xerox, or its subsidiaries, for at least the past five years.

Mr. Visentin joined Xerox as Vice Chairman and CEO in May 2018. Prior to joining Xerox, Mr. Visentin served as a senior advisor to the chairman of Exela Technologies from August 2017 to May 2018, an operating partner for Advent International from September 2017 to May 2018 and a consultant to Icahn Capital in connection with a proxy contest at Xerox from March 2018 to May 2018. From 2013 to 2017, he served as the executive chairman and chief executive officer of Novitex Enterprise Solutions and as an advisor with Apollo Global Management. Mr. Visentin was also a director and chairman of the board of Presidio, Inc. from 2015 to 2017. From 2011 to 2012, he served as executive vice president and general manager of Hewlett Packard Company’s enterprise services business. From 2007 to 2011, Mr. Visentin served as general manager of integrated technology services for IBM.

Mr. Bandrowczak joined Xerox in 2018 after 2 years at Alight Solutions, a spin-out of AON, where he was the chief operating officer and chief information officer, responsible for the application portfolio and technical infrastructure of the organization. Prior to his experience at Alight Solutions, Mr. Bandrowczak was the president of Telecommunication Media and Technology at Sutherland Global Services for 6 months. He previously served as the senior vice president for Global Business Services at Hewlett-Packard Enterprises for 4 years. He has also held senior positions at Avaya, Nortel, Lenovo, DHL and Avnet.

Ms. Morno-Wade joined Xerox in 2016 after 11 years as vice president, compensation, benefits and HR information systems at Hess Corporation. She has also held senior HR positions at Quantum, Mitsubishi, General Electric and Quaker Oats.

Mr. Osbourn joined Xerox in 2016 following 13 years at Time Warner Cable Inc. (TWC). After serving in a variety of roles, including controller and chief accounting officer for eight years, he was co-chief financial officer of TWC. Prior, he spent two years as executive director for External Financial Reporting and Accounting Policy at Time Warner Inc. Before Time Warner, he spent 14 years at PricewaterhouseCoopers LLP in roles of increasing responsibility and was admitted to partnership in 2000.

Mr. Pastor joined Xerox in 2018 after 5 years at Icahn Enterprises L.P., where he was most recently the deputy general counsel, responsible for, among other things, numerous long-term strategic initiatives, including the acquisitions and dispositions of various operating companies, and investments in and engagements with various public and private companies. Prior to Icahn Enterprises, Mr. Pastor was an associate at Simpson, Thacher & Bartlett LLP, where he advised public companies on mergers and acquisitions, securities offerings, corporate governance and other general corporate matters.

Item 11. Executive Compensation

The information included under the following captions under “Proposal 1-Election of Directors” in our 2019 definitive Proxy Statement is incorporated herein by reference: “Compensation Discussion and Analysis”, “Summary Compensation Table”, “Grants of Plan-Based Awards in 2018”, “Outstanding Equity Awards at 2018 Fiscal Year-End”, “Option Exercises and Stock Vested in 2018”, “Pension Benefits for the 2018 Fiscal Year”, “Nonqualified Deferred Compensation for the 2018 Fiscal Year”, “Potential Payments upon Termination or Change in Control”, "CEO Pay Ratio", “Summary of Director Annual Compensation", "Compensation Committee Interlocks and Insider Participation” and “Compensation Committee”. The information included under the heading “Compensation Committee Report” in our 2019 definitive Proxy Statement is incorporated herein by reference; however, this information shall not be deemed to be “soliciting material” or to be “filed” with the Commission or subject to Regulation 14A or 14C, or to the liabilities of Section 18 of the Exchange Act of 1934, as amended.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Information regarding security ownership of certain beneficial owners and management and securities authorized for issuance under equity compensation plans is incorporated herein by reference to the subsections entitled “Ownership of Company Securities,” and “Equity Compensation Plan Information” under “Proposal 1- Election of Directors” in our 2019 definitive Proxy Statement.

Item 13. Certain Relationships, Related Transactions and Director Independence

Information regarding certain relationships and related transactions is incorporated herein by reference to the subsection entitled “Certain Relationships and Related Person Transactions” under “Proposal 1- Election of Directors” in our 2019 definitive Proxy Statement. The information regarding director independence is incorporated herein by reference to the subsections entitled “Corporate Governance” and “Director Independence” in the section entitled “Proposal 1 - Election of Directors” in our 2019 definitive Proxy Statement.

Item 14. Principal Auditor Fees and Services

The information regarding principal auditor fees and services is incorporated herein by reference to the section entitled “Proposal 2 - Ratification of Election of Independent Registered Public Accounting Firm” in our 2019 definitive Proxy Statement.

Part IV

Item 15. Exhibits and Financial Statements Schedules

(a) (1) Index to Financial Statements filed as part of this report:

- Report of Independent Registered Public Accounting Firm;
- Consolidated Statements of Income (Loss) for each of the years in the three-year period ended December 31, 2018;
- Consolidated Statements of Comprehensive Income (Loss) for each of the three years in the period ended December 31, 2018;
- Consolidated Balance Sheets as of December 31, 2018 and 2017;
- Consolidated Statements of Cash Flows for each of the three years in the period ended December 31, 2018;
- Consolidated Statements of Shareholders' Equity for each of the three years in the period ended December 31, 2018;
- Notes to the Consolidated Financial Statements; and
- All other schedules are omitted as they are not applicable, or the information required is included in the financial statements or notes thereto.

(2) Financial Statement Schedule:

- Schedule II - Valuation and Qualifying Accounts for each of the three years in the period ended December 31, 2018.

(3) The exhibits filed herewith are set forth in the Index of Exhibits included herein.

(b) The management contracts or compensatory plans or arrangements listed in the “Index of Exhibits” that are applicable to the executive officers named in the Summary Compensation Table which appears in Registrant's 2019 Proxy Statement or to our directors are preceded by an asterisk (*).

Item 16. Form 10-K Summary

None

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

XEROX CORPORATION

/s/ GIOVANNI VISENTIN

Giovanni Visentin
Vice Chairman and Chief Executive Officer

February 25, 2019

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

February 25, 2019

Signature	Title
Principal Executive Officer:	
/S/ GIOVANNI VISENTIN	Vice Chairman, Chief Executive Officer and Director
Giovanni Visentin	
Principal Financial Officer:	
/S/ WILLIAM F. OSBOURN, JR.	Executive Vice President and Chief Financial Officer
William F. Osbourn, Jr.	
Principal Accounting Officer:	
/S/ JOSEPH H. MANCINI, JR.	Vice President and Chief Accounting Officer
Joseph H. Mancini, Jr.	
Directors:	
/S/ KEITH COZZA	Chairman and Director
Keith Cozza	
/S/ GREGORY Q. BROWN	Director
Gregory Q. Brown	
/S/ JONATHAN CHRISTODORO	Director
Jonathan Christodoro	
/S/ JOSEPH J. ECHEVARRIA	Director
Joseph J. Echevarria	
/S/ NICHOLAS GRAZIANO	Director
Nicholas Graziano	
/S/ CHERYL GORDON KRONGARD	Director
Cheryl Gordon Krongard	
/S/ A. SCOTT LETIER	Director
A. Scott Letier	
/S/ SARA MARTINEZ TUCKER	Director
Sara Martinez Tucker	

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Schedule II
Valuation and Qualifying Accounts
For the three years ended December 31, 2018

(in millions)	Balance at beginning of period	Additions charged to bad debt provision (1)	Amounts (credited) charged to other income statement accounts (1)	Deductions and other, net of recoveries (2)	Balance at end of period
2018 Allowance for Losses:					
Accounts Receivable	$ 59	$ 12	$ 2	$ (17)	$ 56
Finance Receivables	108	24	2	(42)	92
	$ 167	$ 36	$ 4	$ (59)	$ 148
2017 Allowance for Losses:					
Accounts Receivable	$ 64	$ 16	$ (2)	$ (19)	$ 59
Finance Receivables	110	17	15	(34)	108
	$ 174	$ 33	$ 13	$ (53)	$ 167
2016 Allowance for Losses:					
Accounts Receivable	$ 74	$ 13	$ 2	$ (25)	$ 64
Finance Receivables	118	24	4	(36)	110
	$ 192	$ 37	$ 6	$ (61)	$ 174

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(1) Bad debt provisions relate to estimated losses due to credit and similar collectability issues. Other charges (credits) relate to adjustments to reserves necessary to reflect events of non-payment such as customer accommodations and contract terminations.

(2) Deductions and other, net of recoveries primarily relates to receivable write-offs, but also includes the impact of foreign currency translation adjustments and recoveries of previously written off receivables.

Index of Exhibits

Document and Location

2.3	Separation and Distribution Agreement dated as of December 30, 2016 by and between Registrant and Conduent Incorporated. Incorporated by reference to Exhibit 2.1 to Registrant's Current Report on Form 8-K dated December 30, 2016. See SEC File Number 001-04471.
3(a)	Restated Certificate of Incorporation of Registrant filed with the Department of State of New York on August 20, 2018. Incorporated by reference to Exhibit 3.1(B) to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018. See SEC File Number 001-04471.
3(b)	By-Laws of Registrant as amended through May 14, 2018. Incorporated by reference to Exhibit 3.2 to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2018. See SEC File Number 001-04471.
4(a)(1)	Indenture, dated as of June 25, 2003, between Registrant and Wells Fargo, as trustee, relating to unlimited amounts of debt securities which may be issued from time to time by Registrant when and as authorized by or pursuant to a resolution of Registrant's Board of Directors (the “June 25, 2003 Indenture”). Incorporated by reference to Exhibit 4.1 to Registrant's Current Report on Form 8-K dated June 25, 2003. See SEC File Number 001-04471.
4(a)(2)	Form of Third Supplemental Indenture, dated as of March 20, 2006, to the June 25, 2003 Indenture. Incorporated by reference to Exhibit 4(b)(6) to Registrant's Current Report on Form 8-K dated March 20, 2006. See SEC File Number 001-04471.
4(a)(3)	Form of Fourth Supplemental Indenture, dated as of August 18, 2006, to the June 25, 2003 Indenture. Incorporated by reference to Exhibit 4(b)(7) to Registrant's Current Report on Form 8-K dated August 18, 2006. See SEC File Number 001-04471.
4(a)(4)	Form of Sixth Supplemental Indenture, dated as of May 17, 2007 to the June 25, 2003 Indenture. Incorporated by reference to Exhibit 4(b)(2) to Registrant's Registration Statement No. 333-142900. See SEC File Number 001-04471.
4(b)(1)	Form of Amended and Restated Credit Agreement dated as of August 9, 2017 between Registrant and the Initial Lenders named therein, Citibank, N.A., as Administrative Agent, and Citigroup Global Markets Inc., J.P. Morgan Chase Bank. N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, BNP Paribas Securities Corp., Mizuho Bank, Ltd. and The Bank of Tokyo-Mitsubishi UFJ, Ltd., as Joint Lead Arrangers and Joint Bookrunners. Incorporated by reference to Exhibit 4(b) to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2017. See SEC File Number 001-04471.
4(b)(2)	Amendment No. 1 to Credit Agreement, dated as of February 15, 2018, among Xerox Corporation, certain Lenders signatory thereto, Citibank, N.A., as administrative agent. Incorporated by reference to Exhibit 10.1 to Registrant’s Current Report on Form 8-K dated February 20, 2018. See SEC File Number 001-04471.
4(c)	Form of Indenture dated as of December 4, 2009 between Registrant and the Bank of New York Mellon, as trustee, relating to an unlimited amount of senior debt securities. Incorporated by reference to Exhibit 4(b)(5) to Post-Effective Amendment No. 1 to Registrant's Registration Statement No. 333-142900. See SEC File Number 001-04471.
4(d)	Instruments with respect to long-term debt where the total amount of securities authorized thereunder does not exceed 10 percent of the total assets of Registrant and its subsidiaries on a consolidated basis have not been filed. Registrant agrees to furnish to the Commission a copy of each such instrument upon request.
10	The management contracts or compensatory plans or arrangements listed below that are applicable to the executive officers named in the Summary Compensation Table which appears in Registrant's 2019 Proxy Statement or to our directors are preceded by an asterisk (*).

*10(a)(1)	Registrant's Form of Separation Agreement (with salary continuance) - February 2010.
	Incorporated by reference to Exhibit 10(a)(1) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2009. See SEC File Number 001-04471.
*10(a)(2)	Registrant's Form of Separation Agreement (without salary continuance) - February 2010.
	Incorporated by reference to Exhibit 10(a)(2) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2009. See SEC File Number 001-04471.
*10(a)(3)	Registrant's Executive Salary Continuance Program effective March 1, 2017.
	Incorporated by reference to paragraph 10(a)(3) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2016. See SEC File Number 001-04471.
*10(a)(4)	Officer Severance Program, effective July 18, 2018.
	Incorporated by reference to Exhibit 10.8 to Registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2018. See SEC File Number 001-04471.
*10(b)	Letter Agreement dated May 14, 2018 between Registrant and Giovanni (John) Visentin.
	Incorporated by reference to Exhibit 10.4 to Registrant's Current Report on Form 8-K for the dated May 13, 2018. See SEC File Number 001-04471.
10(c)	Letter Agreement dated May 20, 2016 between Registrant and Ursula M. Burns.
	Incorporated by reference to Exhibit 10(c) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2016. See SEC File Number 001-04471.
*10(d)(1)	Registrant's 2004 Equity Compensation Plan for Non-Employee Directors, as amended and restated as of May 21, 2013 ("2004 ECPNED").
	Incorporated by reference to Exhibit 10(d)(1) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2013. See SEC File Number 001-04471.
*10(d)(2)	Form of Agreement under 2004 ECPNED.
	Incorporated by reference to Exhibit 10(d)(2) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended March 31, 2005. See SEC File Number 001-04471.
*10(d)(3)	Form of Grant Summary under 2004 ECPNED.
	Incorporated by reference to Exhibit 10(d)(3) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended March 31, 2005. See SEC File Number 001-04471.
*10(d)(4)	Form of DSU Deferral under 2004 ECPNED.
	Incorporated by reference to Exhibit 10(d)(4) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended March 31, 2005. See SEC File Number 001-04471.
*10(d)(5)	Amendment No.1 dated as of February 21, 2019 to 2004 ECPNED.
*10(e)(1)	Registrant's 2004 Performance Incentive Plan, as amended and restated as of May 24, 2012 ("2012 PIP").
	Incorporated by reference to Exhibit 10(e)(26) to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012. See SEC File Number 001-04471.
*10(e)(2)	Amendment No. 1 dated as of December 11, 2013 to 2012 PIP.
	Incorporated by reference to Exhibit 10(e)(23) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2013. See SEC File Number 001-04471.
*10(e)(7)	Annual Performance Incentive Plan for 2016 ("2016 APIP").
	Incorporated by reference to Exhibit 10(e)(13) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2016. See SEC File number 001-04471.
*10(e)(8)	Performance Elements for 2016 Executive Long-Term Incentive Program
	Incorporated by reference to Exhibit 10(e)(20) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2015. See SEC File number 001-04471.
*10(e)(9)	Form of Award Agreement under 2016 ELTIP (Performance Shares)
	Incorporated by reference to Exhibit 10(e)(21) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2015. See SEC File number 001-04471.
*10(e)(10)	Form of Award Agreement under 2016 ELTIP (Restricted Stock Units)
	Incorporated by reference to Exhibit 10(e)(22) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2015. See SEC File number 001-04471.

*10(e)(11)	Form of Award Agreement under 2016 ELTIP (Retention Restricted Stock Units). Incorporated by reference to Exhibit 10(e)(23) to Registrant’s Annual Report on Form 10-K for the fiscal year ended December 31, 2015. See SEC File number 001-04471.
*10(e)(12)	Form of Award Agreement under 2016 ELTIP (Performance Shares and Restricted Stock Units). Incorporated by reference to Exhibit 10(e)(24) to Registrant’s Annual Report on Form 10-K for the fiscal year ended December 31, 2015. See SEC File number 001-04471.
*10(e)(13)	Amendment No. 2 dated as of February 24, 2016 to 2012 APIP. Incorporated by reference to Exhibit 10(e)(25) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended March 31, 2016. See SEC File Number 001-04471.
*10(e)(14)	Form of Award Agreement under 2016 ELTIP (Performance Shares and Restricted Stock Units - CEO). Incorporated by reference to Exhibit 10(e)(26) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended March 31, 2016. See SEC File Number 001-04471.
*10(e)(15)	Registrant’s 2004 Performance Incentive Plan, as amended and restated effective as of May 20, 2016. Incorporated by reference to Exhibit 10(e)(27) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2016. See SEC File Number 001-04471.
*10(e)(16)	Registrant's 2004 Performance Incentive Plan, as amended and restated as of June 30, 2017 ("2017 PIP"). Incorporated by reference to Exhibit 10(e)(1) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2017. See SEC File Number 001-04471.
*10(e)(17)	Performance Elements for 2017 Executive Long-Term Incentive Program. Incorporated by reference to Exhibit 10(e)(2) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2017. See SEC File Number 001-04471.
*10(e)(18)	Amendment No. 1 dated February 1, 2018 to 2017 PIP. Incorporated by reference to Exhibit 10(e)(18) to Registrant’s Annual Report on Form 10-K for the year ended December 31, 2017. See SEC File Number 001-04471.
*10(e)(19)	Amendment to Certain Restricted Stock Unit award agreements under Registrant’s 2004 Performance Incentive Plan, as amended to date. Incorporated by reference to Exhibit 10(e)(28) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2016. See SEC File Number 001-04471.
*10(e)(20)	2016 CEO Executive Long-Term Incentive Program Award Agreement (Performance Shares and Restricted Stock Units). Incorporated by reference to Exhibit 10(e)(29) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2016. See SEC File Number 001-04471.
*10(e)(21)	2017 CEO Executive Long-Term Incentive Program Award Agreement (Restricted Stock Units). Incorporated by reference to Exhibit 10(e)(30) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2016. See SEC File Number 001-04471.
*10(e)(22)	Annual Performance Incentive Plan for 2017 ("2017 APIP"). Incorporated by reference to Exhibit 10(e)(22) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017. See SEC File Number 001-04471.
*10(e)(23)	Form of Omnibus Award Agreement under ELTIP (1-year graded Restricted Stock Units). Incorporated by reference to Exhibit 10(e)(27) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2016. See SEC File Number 001-04471.
*10(e)(24)	Form of Omnibus Award Agreement under ELTIP (2-year graded Restricted Stock Units). Incorporated by reference to Exhibit 10(e)(28) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2016. See SEC File Number 001-04471.
*10(e)(25)	Form of Omnibus Award Agreement under ELTIP (3-year graded Restricted Stock Units). Incorporated by reference to Exhibit 10(e)(29) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2016. See SEC File Number 001-04471.
*10(e)(26)	Form of Omnibus Award Agreement under ELTIP (Restricted Stock Units). Incorporated by reference to Exhibit 10(e)(30) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2016. See SEC File Number 001-04471.

*10(e)(27)	Form of Omnibus Award Agreement under ELTIP (Retention Restricted Stock Units). Incorporated by reference to Exhibit 10(e)(31) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2016. See SEC File Number 001-04471.
*10(e)(28)	Form of Omnibus Award Agreement under ELTIP (Performance Shares). Incorporated by reference to Exhibit 10(e)(32) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2016. See SEC File Number 001-04471.
*10(e)(29)	Form of Omnibus Award Agreement under ELTIP (Performance Shares and Restricted Stock Units). Incorporated by reference to Exhibit 10(e)(33) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2016. See SEC File Number 001-04471.
*10(e)(30)	Annual Performance Incentive Plan for 2018 ("2018 APIP").
*10(e)(31)	Performance Elements for 2018 Executive Long-Term Incentive Program ("2018 ELTIP"). Incorporated by reference to Exhibit 10(e)(31) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017. See SEC File Number 001-04471.
*10(e)(32)	Form of Omnibus Award Agreement under PIP; ELTIP; PSU & RSU (ratable). Incorporated by reference to Exhibit 10(e)(32) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017. See SEC File Number 001-04471.
*10(e)(33)	Form of Award Summary Under PIP; ELTIP; PSU & RSU (ratable). Incorporated by reference to Exhibit 10(e)(33) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017. See SEC File Number 001-04471.
*10(e)(34)	Form of Omnibus Award Agreement under PIP; ELTIP; RSU (ratable). Incorporated by reference to Exhibit 10(e)(34) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017. See SEC File Number 001-04471.
*10(e)(35)	Form of Award Summary Under PIP; ELTIP; RSU (ratable). Incorporated by reference to Exhibit 10(e)(35) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017. See SEC File Number 001-04471.
*10(e)(36)	Form of Omnibus Award Agreement under PIP; ELTIP: Stock Options. Incorporated by reference to Exhibit 10(e)(36) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017. See SEC File Number 001-04471.
*10(e)(37)	Form of Award Summary under PIP; ELTIP: Stock Options. Incorporated by reference to Exhibit 10(e)(37) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2017. See SEC File Number 001-04471.
*10(e)(38)	Amendment No. 2 dated May 14, 2018 to 2017 PIP. Incorporated by reference to Exhibit 10.5 to Registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2018. See SEC File Number 001-04471.
*10(e)(39)	Form of CEO Restricted Stock Award Agreement. Incorporated by reference to Exhibit 10.6 to Registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2018. See SEC File Number 001-04471.
*10(e)(40)	Amendment to CEO Option and Performance Share / Restricted Stock Unit Award Agreements. Incorporated by reference to Exhibit 10.7 to Registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2018. See SEC File Number 001-04471.
*10(e)(41)	Form of Restricted Stock Award Agreement. Incorporated by reference to Exhibit 10.1 to Registrant's Quarterly Report on Form 10-Q for the Quarter ended September 30, 2018. See SEC File Number 001-04471.
*10(e)(42)	Amendment No. 3 dated January 14, 2019 to 2017 PIP.
*10(e)(43)	Annual Performance Incentive Plan for 2019 (“2019 APIP”).
*10(e)(44)	Performance Elements for 2019 Executive Long-Term Incentive Program (“2019 ELTIP”).
*10(e)(45)	Form of Omnibus Award Agreement under PIP; ELTIP; PSU & RSU (ratable).
*10(e)(46)	Form of Omnibus Award Agreement under PIP; ELTIP; RSU (ratable).
*10(e)(47)	Form of Omnibus Award Agreement under PIP; ELTIP; Stock Options.

10(f)	Director Appointment, Nomination and Settlement Agreement dated as of May 13, 2018 by and among Registrant, Darwin Deason, the persons and entities listed on Schedule A thereto, William Curt Hunter, Jeffrey Jacobson, Robert J. Keegan, Charles Prince, Ann N. Reese, Stephen H. Rusckowski, Sara Martinez Tucker, Gregory Q. Brown, Joseph J. Echevarria and Cheryl Gordon Krongard.
	Incorporated by reference to Exhibit 10.1 to Registrant's Current Report on Form 8-K dated May 13, 2018. See SEC File Number 001-04471.
*10(g)(1)	2004 Restatement of Registrant's Unfunded Supplemental Executive Retirement Plan, as amended and restated December 4, 2007 ("2007 USERP").
	Incorporated by reference to Exhibit 10(g)(1) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2007. See SEC File Number 001-04471.
*10(g)(2)	Amendment dated December 4, 2007 to Registrant's 2007 USERP.
	Incorporated by reference to Exhibit 10(g)(2) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2007. See SEC File Number 001-04471.
*10(g)(3)	Amendment No. 1 dated December 11, 2008 to Registrant's 2007 USERP.
	Incorporated by reference to Exhibit 10(g)(3) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2008. See SEC File Number 001-04471.
*10(g)(4)	Amendment No. 2 dated April 28, 2011 to Registrant's 2007 USERP.
	Incorporated by reference to Exhibit 10(g)(4) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2011. See SEC File Number 001-04471.
*10(g)(5)	Amendment No. 3 dated December 7, 2011 to Registrant's 2007 USERP.
	Incorporated by reference to Exhibit 10(g)(5) to Registrant's Current Report on Form 8-K dated December 7, 2011. See SEC File Number 001-04471.
*10(g)(6)	Modification to vesting under Registrant's 2007 USERP.
	Incorporated by reference to paragraph (B) in Registrant's Current Report on Form 8-K dated March 25, 2016. See SEC File Number 001-04471.
*10(h)	1996 Amendment and Restatement of Registrant's Restricted Stock Plan for Directors, as amended through February 4, 2002.
	Incorporated by reference to Exhibit 10(h) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2004. See SEC File Number 001-04471.
*10(i)	Letter Agreement dated June 8, 2018 between Registrant and Steven J. Bandrowczak.
*10(j)(1)	Registrant's Universal Life Plan as amended and restated as of August 26, 2013.
	Incorporated by reference to Exhibit 10(j)(1) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended September 30, 2013. See SEC File Number 001-00471.
*10(j)(2)	Participant Agreement for Registrant's Universal Life Plan.
	Incorporated by reference to Exhibit 10(j)(2) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended September 30, 2013. See SEC File Number 001-00471.
*10(k)	Registrant's Deferred Compensation Plan for Executives, 2004 Restatement, as amended through August 11, 2004.
	Incorporated by reference to Exhibit 10(l) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended September 30, 2004. See SEC File Number 001-04471.
10(l)	Separation Agreement dated May 11, 2000 between Registrant and G. Richard Thoman, former President and Chief Executive Officer of Registrant.
	Incorporated by reference to Exhibit 10(n) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2005. See SEC File Number 001-04471.
*10(m)	Uniform Rule dated December 17, 2008 for all Deferred Compensation Promised by Registrant.
	Incorporated by reference to Exhibit 10(r) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2008. See SEC File Number 001-04471.
*10(n)	Form of Severance Agreement entered into with various executive officers, effective October 2010.
	Incorporated by reference to Exhibit 10(t) to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2010. See SEC File Number 001-04471.

*10(o)	Letter Agreement dated November 21, 2016 between Registrant and William F. Osbourn, Jr.
	Incorporated by reference to Exhibit 10(v) to Registrant's Current Report on Form 8-K dated December 2, 2016. See SEC File Number 001-04471.
*10(p)	Master Plan Amendment dated May 2, 2011 to Registrant-Sponsored Benefit Plans.
	Incorporated by reference to Exhibit 10(bb) to Registrant's Quarterly Report on Form 10-Q for the Quarter ended June 30, 2011. See SEC File Number 001-04471.
10(q)	2001 Joint Enterprise Contract dated as of March 30, 2001 by and between Registrant and Fuji Photo Film Co., Ltd.
	Incorporated by reference to Exhibit 99.1 to Registrant's Current Report on Form 8-K dated January 31, 2018. See SEC File Number 001-04471.
10(r)	Side Letter dated March 30, 2001 by and between Registrant and Fuji Photo Film Co., Ltd.
	Incorporated by reference to Exhibit 99.2 to Registrant's Current Report on Form 8-K dated January 31, 2018. See SEC File Number 001-04471.
10(s)	Amendment No. 1 dated January 2, 2002 to 2001 Joint Venture Contract by and between Registrant and Fuji Photo Film Co., Ltd.
	Incorporated by reference to Exhibit 99.3 to Registrant's Current Report on Form 8-K dated January 31, 2018. See SEC File Number 001-04471.
10(t)	2006 Technology Agreement dated as of April 1, 2006 by and between Registrant and Fuji Xerox Co., Ltd.
	Incorporated by reference to Exhibit 99.4 to Registrant's Current Report on Form 8-K dated January 31, 2018. See SEC File Number 001-04471.
10(u)	Master Program Agreement dated as of September 9, 2013 by and between Registrant and Fuji Xerox Co., Ltd.
	Incorporated by reference to Exhibit 99.5 to Registrant's Current Report on Form 8-K dated January 31, 2018. See SEC File Number 001-04471.
10(v)	Transition Services Agreement dated as of December 30, 2016 by and between Registrant and Conduent Incorporated.
	Incorporated by reference to Exhibit 10.1 to Registrant's Current Report on Form 8-K dated December 30, 2016. See SEC File Number 001-04471.
10(w)	Tax Matters Agreement dated as of December 30, 2016 by and between Registrant and Conduent Incorporated.
	Incorporated by reference to Exhibit 10.2 to Registrant's Current Report on Form 8-K dated December 30, 2016. See SEC File Number 001-04471.
10(x)	Employee Matters Agreement dated as of December 30, 2016 by and between Registrant and Conduent Incorporated.
	Incorporated by reference to Exhibit 10.3 to Registrant's Current Report on Form 8-K dated December 30, 2016. See SEC File Number 001-04471.
10(y)	Intellectual Property Agreement dated as of December 30, 2016 by and between Registrant and Conduent Incorporated.
	Incorporated by reference to Exhibit 10.4 to Registrant's Current Report on Form 8-K dated December 30, 2016. See SEC File Number 001-04471.
10(z)	Trademark License Agreement dated as of December 30, 2016 by and between Registrant and Conduent Incorporated.
	Incorporated by reference to Exhibit 10.5 to Registrant's Current Report on Form 8-K dated December 30, 2016. See SEC File Number 001-04471.
21	Subsidiaries of Registrant.
23	Consent of PricewaterhouseCoopers LLP.
31(a)	Certification of CEO pursuant to Rule 13a-14(a) or Rule 15d-14(a).
31(b)	Certification of CFO pursuant to Rule 13a-14(a) or Rule 15d-14(a).
32	Certification of CEO and CFO pursuant to 18 U.S.C. §1350 as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase.
101.DEF	XBRL Taxonomy Extension Definition Linkbase.

101.INS	XBRL Instance Document.
101.LAB	XBRL Taxonomy Extension Label Linkbase.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase.
101.SCH	XBRL Taxonomy Extension Schema Linkbase.

AMENDMENT NO. 1
TO THE
2013 AMENDMENT AND RESTATEMENT
XEROX CORPORATION
2004 EQUITY COMPENSATION PLAN
FOR NON-EMPLOYEE DIRECTORS

WITNESSETH:

WHEREAS, Xerox Corporation (the "Company") has established the Xerox Corporation 2004 Equity Compensation Plan for Non-Employee Directors, which is presently set forth in the 2013 Amendment and Restatement (hereinafter referred to as the "Plan"), and

WHEREAS the Company desires to amend the Plan,

NOW, THEREFORE, the Plan is hereby amended as follows:

(1) Section 19 of the Plan shall be amended to read in its entirety as follows:

19. <u>Change in Control</u>

Notwithstanding anything to the contrary in the Plan, the following shall apply to all awards granted and outstanding under the Plan:

A. <u>Definitions</u>

The following definitions shall apply to this Section 19:

A "Change in Control", unless otherwise defined by the Board, shall be deemed to have occurred if

(i) Any "Person" is or becomes a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its affiliates) representing 35% or more of the combined voting power of the Company's then outstanding securities;

(ii) There is consummated a merger or consolidation of the Company with any other person, other than a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the beneficial owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its affiliates) representing 35% or more of the combined voting power of the Company's then outstanding voting securities; or

(iii) The shareholders of the Company approve a plan of complete liquidation or dissolution of the Company, or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately before such sale. For purposes of this definition of Change in Control, Person shall have the meaning given in Section 3(a)(9) of the 1934 Act, as modified and used in Section 13(d) and 14(d) of the 1934 Act, except that such term shall not include Excluded Persons. "Excluded Persons" shall mean (1) the Company and its subsidiaries, (2) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, (3) any company owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company, (4) any person who becomes a beneficial owner in connection with a transaction described in sub clause (A) of clause (iii) above, (5) an underwriter temporarily holding securities of the Company pursuant to an offering of such securities, or (6) an individual, entity or group who is permitted to, and actually does, report its beneficial ownership on Schedule 13G (or any successor Schedule), provided that if any Excluded Person described in clause (6) subsequently becomes required to or does report its beneficial ownership on Schedule 13D (or any successor Schedule), then, for purposes of this definition, such individual, entity or group shall no longer be considered an Excluded Person and shall be deemed to have first acquired beneficial ownership of securities of the Company on the first date on which such individual, entity or group becomes required to or does so report on such Schedule.

A "Section 409A-Conforming Change in Control" is a Change in Control that conforms to the definition under section 409A of the Code of a change in ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company, as such definition is set forth in Treasury guidance.

"CIC Price" shall mean the higher of (i) the highest price paid for a share of the Company's Common Stock in the transaction or series of transactions pursuant to which a Change in Control of the Company shall have occurred, or (ii) the highest price paid for a share of the Company's Common Stock during the 60-day period immediately preceding the date upon which the event constituting a Change in Control shall have occurred as reported in The Wall Street Journal in the New York Stock Exchange Composite Transactions or similar successor consolidated transactions report.

<u>Effective Date</u>: This amendment is effective with respect to awards granted on and after the date hereof.

IN WITNESS WHEREOF, the Company has caused this Amendment to be signed as of the ____ day of ______, 2019.

XEROX CORPORATION

By: ____________________________

EXHIBIT 10(e)(30)

Annual Performance Incentive Plan for 2018 (“2018 APIP”)

Under the 2018 APIP, executive officers of the Company are eligible to receive performance related cash payments. Payments are, in general, only made if performance objectives established by the Compensation Committee of the Board of Directors (the “Committee”) are met.

The Committee previously approved an incentive target opportunity for 2018, expressed as a percentage of base salary, for each participating officer. The Committee also established overall threshold, target and maximum performance metrics and payout ranges for the 2018 APIP. Certain additional goals were established for some officers based on business unit measures. Additionally, the Committee had established an opportunity for an individual performance component whereby the Committee has the authority to increase or decrease an award based on individual performance. The performance measures and weightings were: Constant Currency Revenue Growth (adjusted to exclude the impact of changes in the translation of foreign currencies into U.S. dollars) (weighted at 33.3%), Adjusted Pre-tax Income (weighted at 33.3%) and Free Cash Flow (weighted at 33.3%).

The performance against the 2018 APIP goals was as follows: Constant Currency Revenue Growth and Adjusted Pre-tax Income were below threshold and Free Cash Flow was above maximum.

EXHIBIT 10(e)(42)

AMENDMENT NO. 3
TO THE
XEROX CORPORATION
2004 PERFORMANCE INCENTIVE PLAN
JUNE 30, 2017, AMENDMENT AND RESTATEMENT

WITNESSETH:

WHEREAS, Xerox Corporation (the "Company") has established the Xerox Corporation 2004 Performance incentive Plan, which is presently set forth in the June 30, 2017 Amendment and Restatement (hereinafter referred to as the "Plan"), as amended by Amendments Nos. 1 and 2, and

WHEREAS the Company desires to amend the Plan,

NOW, THEREFORE, the Plan is hereby amended as follows:

(1) Section 3(a) of the Plan (relating to Plan administration) shall be amended to read in its entirety as follows:

(a) The independent Compensation Committee of the Board, or such other independent committee as the Board shall determine, comprised of not less than three members, shall be responsible for administering the Plan (the “Compensation Committee”). To the extent specified by the Compensation Committee, it may delegate its administrative responsibilities to a subcommittee of the Compensation Committee comprised of not less than three members (the Compensation Committee, such subcommittee, and any individual to whom powers are delegated pursuant to subsection (c), being hereinafter referred to as the “Committee”). The Committee shall be qualified to administer the Plan as contemplated by (i) Rule 16b-3 under the Securities Exchange Act of 1934 (the “1934 Act”) or any successor rule, and (ii) any rules and regulations of a stock exchange on which Common Stock (as defined in Section 5) of the Company is listed.

(2) Section 3(c) of the Plan (relating delegation of administrative authority) shall be amended to read in its entirety as follows:

(c) Except for the power to amend the Plan as provided in Section 13 and except for determinations regarding employees who are subject to Section 16 of the 1934 Act and except as may otherwise be required under applicable New York Stock Exchange rules, the Committee may delegate any or all of its duties, powers and authority under the Plan pursuant to such conditions or limitations as the Committee may establish to any officer or officers of the Company. The term “Committee” herein shall include any individual exercising powers to the extent delegated pursuant to the preceding sentence.

(3) Section 7(e) of the Plan (relating to cash awards) shall be amended to read in its entirety as follows:

(e) Cash Award may be any of the following:

(i) an annual incentive award in connection with which the Committee will establish specific performance periods (not to exceed twelve months) to provide cash awards for the purpose of motivating participants to achieve goals for the performance period. An annual incentive award shall specify the minimum, target and maximum amounts of awards for a performance period for a participant or any groups of participants, and, to the extent applicable to named executive officers (as defined in Section 23), comply with the requirements of Section 23; or

(ii) a long-term award denominated in cash with the eventual payment amount subject to future service and such other restrictions and conditions as may be established by the Committee, and as set forth in the award agreement, including, but not limited to, continuous service with the Company, achievement of specific business objectives, and other measurement of individual, business unit or Company performance; or

(iii) Cash Awards under this Section 7(e) to any single named executive officer, including dividend equivalents in cash or shares of Common Stock payable based upon attainment of specific performance goals, may not exceed in the aggregate $10,000,000 in the case of the Chief Executive Officer and $5,000,000 in the case of any participant, with respect to any calendar year.

(4) Section 13(a) of the Plan (relating to Plan amendments) is amended to read in its entirety as follows:

(a) The Compensation Committee may amend the Plan as it deems necessary or appropriate, except that no such amendment which would cause the Plan not to comply with the requirements of (i) the Code with respect to ISOs or (ii) the New York Business Corporation Law as in effect at the time of such amendment shall be made without the approval of the Company's shareholders. No such amendment shall adversely affect any outstanding awards under the Plan without the consent of all of the holders thereof.

(5) Section 22(a)(i) of the Plan, including the prefatory language in Section 22(a) preceding Section 22(a)(i), is amended to read in its entirety as follows:

(a) Definitions. Unless otherwise defined by the Compensation Committee and set forth in the award agreement at the time of the grant or otherwise defined in a participant's employment agreement, the following definitions shall apply to this Section 22:

(i) A "Change in Control" shall be deemed to have occurred if:

(aa) any "Person" is or becomes a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its affiliates) representing 35% or more of the combined voting power of the Company's then outstanding securities;

(bb) there is consummated a merger or consolidation of the Company with any other person, other than a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the beneficial owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its affiliates) representing 35% or more of the combined voting power of the Company's then outstanding voting securities; or

(cc) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company, or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately before such sale. For purposes of this definition of Change in Control, Person shall have the meaning given in Section 3(a)(9) of the 1934 Act, as modified and used in Section 13(d) and 14(d) of the 1934 Act, except that such term shall not include Excluded Persons. "Excluded Persons" shall mean (1) the Company and its subsidiaries, (2) any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, (3) any company owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company, (4) any person who becomes a beneficial owner in connection with a transaction described in sub clause (1) of clause (cc) above, (5) an underwriter temporarily holding securities of the Company pursuant to an offering of such securities, or (6) an individual, entity or group who is permitted to, and actually does, report its beneficial ownership on Schedule 13G (or any successor Schedule), provided that if any Excluded Person described in this clause (6) subsequently becomes required to or does report its beneficial ownership on Schedule

13D (or any successor Schedule), then, for purposes of this definition, such individual, entity or group shall no longer be considered an Excluded Person and shall be deemed to have first acquired beneficial ownership of securities of the Company on the first date on which such individual, entity or group becomes required to or does so report on such Schedule.

(6) Section 22(b) of the Plan is amended to read in its entirety as follows:

(b) Acceleration of Nonforfeitability of SARs, Stock Awards, Cash Awards, and Dividends and Dividend Equivalents.

All SARs, stock awards, stock options (to the extent the CIC Price exceeds the exercise price), cash awards, dividends and dividend equivalents outstanding

(i) shall become 100% Nonforfeitable with respect to a participant upon a Termination for Good Reason or an involuntary termination of employment (other than a termination For Cause, as defined in the award agreement, according to a determination made before the Change in Control) that occurs not later than two years after a Change in Control; or

(ii) shall become Nonforfeitable to the extent provided in a participant's employment agreement.

(iii) If a performance-based award becomes Nonforfeitable after a Change in Control under Section 22(b)(i) or (ii), each applicable performance measure shall be deemed achieved at 100% of the target level determined by the Committee as of the grant date of the award, unless otherwise provided in the applicable award agreement.

(7) Section 23 of the Plan is amended to read in its entirety as follows:

23. Certain Provisions Applicable to Awards to Named Executive Officers

Performance-based awards made to named executive officers (as defined by 17 CFR 229.402) shall be made by the Committee within the time period required under Section 162(m) as in effect before November 2, 2017, for the establishment of performance goals and shall specify, among other things, the performance period(s) for such award, the performance criteria and the performance targets. The performance criteria shall be any one or more of the following as determined by the Committee and may differ as to type of award and from one performance period to another: earnings per share, cash flow, cost reduction, days sales outstanding, cash conversion cycle, cash management (including, without limitation, inventory and/or capital expenditures), total shareholder return, return on shareholders' equity, return on invested capital, economic value added measures, return on assets, pre-or post-currency revenue, pre-or post-currency performance profit, profit before tax, profit after tax, operating profit, operating margin, stock price and return on sales. Payment or vesting of awards to named executive officers shall be contingent upon satisfaction of the performance criteria and targets as certified by the Committee by resolution of the Committee. To the extent provided at the time of an award, the Committee may in its sole discretion reduce any award to any named executive officers to any amount, including zero. Any performance-based awards made pursuant to this Section 23 may include annual incentive awards and long-term awards.

Effective Date: This amendment is effective with respect to awards granted on and after the date hereof.

IN WITNESS WHEREOF, the Company has caused this Amendment and Restatement to be signed as of the ____ day of ______, 2019.

XEROX CORPORATION

By: ______________________________

Suzan Morno-Wade

Executive Vice President and
Chief Human Resources Officer

EXHIBIT 10(e)(43)

Annual Performance Incentive Plan for 2019 ("2019 APIP")

Under the 2019 APIP, executive officers of the Company are eligible to receive performance related cash payments. Payments are, in general, only made if performance objectives established by the Compensation Committee of the Board of Directors (the "Committee") are met.

The Committee approved incentive opportunities for 2019, expressed as a percentage of base salary for each participating officer. The Committee also established overall threshold, target and maximum performance metrics and payout ranges for the 2019 APIP. Financial performance measures and weightings established by the Committee are: Absolute Revenue (unadjusted for currency) (weighted at 25%), Adjusted Operating Margin (weighted at 25%) and Free Cash Flow (weighted at 25%). Additionally, the Committee established an opportunity for an individual, corporate or group non-financial/operational performance component (weighted at 25%). The Committee maintains the authority to increase or decrease an award based on individual performance.

Individual awards will be subject to the review and approval of the Committee following the completion of the 2019 fiscal year, with payment to be made within the first four months of 2020.

EXHIBIT 10(e)(44)

2019 Executive Long-Term Incentive Program ("2019 E-LTIP")

Under the 2019 E-LTIP, executive officers of the Company are eligible to receive shares based on (i) satisfying certain performance measures established by the Compensation Committee of the Board of Directors (performance shares) for 60% of the award and (ii) continued service only (restricted stock units) for 40% of the award.

The 2019 E-LTIP performance measures and corresponding weightings are as follows:

(i) (25%) Absolute Revenue[1]: Total revenue measured on a cumulative basis for the three-year performance period as reported in the Company's audited consolidated financial statements, unadjusted for currency.

(ii) (25%) Free Cash Flow[1]: Net Cash provided by (used in) Operating Activities of Continuing Operations, less capital expenditures (inclusive of internal use software), measured on a cumulative basis for the three-year performance period, both as reported in the Company's audited consolidated financial statements, as adjusted annually for the following items:

1) Costs related to acquisition, separation or divestiture to the extent any such item qualifies for separate line item disclosure on the face of the consolidated statement of income in accordance with Generally Accepted Accounting Principles consistently applied;
2) Cash impacts from the following:
   - Items individually identified within Other Expenses, net, (except for interest, currency and asset sales) and to the extent the amount is greater than $10 million pre-tax. If any such item qualifies for separate line item disclosure on the face of the consolidated statement of income in accordance with Generally Accepted Accounting Principles consistently applied, then such item will also warrant adjustment;
   - Gains/(losses) from the settlement of tax audits or changes in enacted tax law (to the extent the amount is greater than $10 million pre-tax);
   - Gains/(losses) resulting from acts of war, terrorism or natural disasters (to the extent the amount is greater than $10 million pre-tax);
3) Cash payments for restructurings in excess of or less than the amount reported as current restructuring reserves in the preceding year's Annual Report;
4) Pension contributions in excess of or less than the planned amounts for each year;
5) Impact of changes in receivables factoring programs as compared to total amount factored as of the previous year end.

(iii) (50%) Absolute Share Price: Share price will be measured based on the average of the closing price on the final twenty trading days of the performance period, inclusive of dividends during the three-year performance period.

[1] Absolute Revenue and Free Cash Flow will be adjusted for:

1) Impacts of any individual acquisition in excess of $500 million purchase price;
2) Impacts of a divestiture with revenue equal to or greater than $100 million;
3) Effects of a change in accounting principle as identified within the Company's consolidated financial statements or MD&A.

Omnibus Agreement – [insert year]: PIP;ELTIP;PSU & RSU (ratable)

AGREEMENT PURSUANT TO
XEROX CORPORATION
2004 PERFORMANCE INCENTIVE PLAN AS AMENDED OR RESTATED TO DATE

AGREEMENT, by Xerox Corporation, a New York corporation (the "Company"), dated as of the date that appears in the applicable award summary that provides the value (or number of Performance Share Units and Restricted Stock Units, as applicable) and vesting provisions of the applicable award (together, the "Award Summaries") in favor of the individual whose name appears on the applicable Award Summary, who is an employee of the Company, one of the Company's subsidiaries or one of its affiliates (the "Employee").

In accordance with the provisions of the "2004 Performance Incentive Plan" and any amendments and/or restatements thereto (the "Plan"), the Compensation Committee of the Board of Directors of the Company (the "Committee") or the Chief Executive Officer of the Company (the "CEO") has authorized the execution and delivery of this Agreement.

Terms used herein that are defined in the Plan or in this Agreement shall have the meanings assigned to them in the Plan or this Agreement, respectively.

The Award Summaries contain the details of the awards covered by this Agreement and are incorporated herein in their entirety.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Company agrees as follows:

AWARDS

1 . General. Subject to all terms and conditions of the Plan and this Agreement, the Company has awarded to the Employee on the date indicated on the applicable Award Summary (the "Grant Date") (i) the number of Performance Share Units (individually, the "PSU") and (ii) the number of Restricted Stock Units (individually, the "RSU"), in each case, as shown on the applicable Award Summary. Notwithstanding anything herein to the contrary, only active Employees and those Employees on Short Term Disability Leave, Social Service Leave, Family Medical Leave or Paid Uniform Services Leave (pursuant to the Company's Human Resources Policies or similar policies of the Company's subsidiaries or affiliates) on the effective date of the award, as shown on the applicable Award Summary, shall be eligible to receive the awards.

TERMS OF THE PERFORMANCE SHARE UNITS

2. Entitlement to Shares. As soon as practicable on or after the vesting date indicated on the applicable Award Summary, or the date of death if sooner, (the "PSU Vesting Date") in connection with the PSUs, the Company shall, without transfer or issue tax to the person entitled to receive the shares, deliver to such person a certificate or certificates for a number of shares of Common Stock equal to the number of vested PSUs (subject to reduction for withholding of Employee's taxes in relation to the award as described in Paragraph 12 below). No fractional shares shall be issued as a result of such tax withholding. Instead, the Company shall apply the equivalent of any fractional share amount to amounts withheld for taxes.

The Committee shall set performance goals and review performance against such goals in connection with determining the payout of PSUs. The award of PSUs covered hereby shall be earned based on achieving one or more performance measures, as shall be determined by the Committee. To the extent the applicable performance measure is achieved at one hundred percent (100%) of "target" (as determined by the Committee), the PSUs subject to such performance measure will be earned at the target number of shares set forth in the applicable Award Summary. To the extent the applicable performance measure is achieved below "threshold" (as determined by the Committee), none of the PSUs subject to such performance measure will be earned; to the extent the applicable performance measure is achieved between "threshold" and "target", the PSUs subject to such performance measure will be earned between 50% and 100% of the target number of shares set forth in the applicable Award Summary; and to the extent the applicable performance measure is achieved between "target" and "maximum" (as determined by the Committee), the PSUs subject to such performance measure will be earned between 100% and 200% of the target number of shares set forth in the applicable Award Summary, in each case calculated on a linear basis.

Upon the occurrence of an event constituting a Change in Control, all PSUs and dividend equivalents outstanding on such date shall be treated pursuant to the terms set forth in the Plan. If a PSU becomes Nonforfeitable after a Change in Control pursuant to Section 22(b)(i) or Section 22(b)(ii) of the Plan, any performance measure based on return to Company shareholders or share price will be based on actual performance as of the date of the Change in Control. Upon payment pursuant to the terms of the Plan, such awards shall be cancelled.

3. Dividend Equivalents. The Employee shall become entitled to receive from the Company on the PSU Vesting Date a cash payment equaling the same amount(s) that the holder of record of a number of shares of Common Stock equal to the number of PSUs covered by this Agreement (relating exclusively to PSUs earned, based on actual achievement of the applicable performance measures, not to exceed the applicable target award amount shown on the applicable Award Summary), that are held by the Employee on the close of business on the business day immediately preceding the PSU Vesting Date, would have been entitled to receive as dividends on such Common Stock during the period commencing on the effective date hereof and ending on the PSU Vesting Date, as provided under Paragraph 2. Payments under this Paragraph shall be net of any required withholding taxes. Notwithstanding anything herein to the contrary, for any Employee who is no longer an employee on the payroll of any subsidiary or affiliate of the Company on the payment date of the dividend equivalents, and such subsidiary or affiliate has determined, with the approval of the Corporate Vice President, Human Resources of the Company, that it is not administratively feasible for such subsidiary or affiliate to pay such dividend equivalents, the Employee will not be entitled to receive such dividend equivalents or other payment in lieu thereof.

TERMS OF THE RESTRICTED STOCK UNITS

4. Entitlement to Shares. Upon the vesting date indicated on the applicable Award Summary, or the date of death if sooner, (the "RSU Vesting Date") in connection with the RSUs, the Company shall, without transfer or issue tax to the person entitled to receive the shares, deliver to such person a certificate or certificates for a number of shares of Common Stock equal to the number of vested RSUs (subject to reduction for withholding of Employee's taxes in relation to the award as described in Paragraph 12 below). No fractional shares shall be issued as a result of such tax withholding. Instead, the Company shall apply the equivalent of any fractional share amount to amounts withheld for taxes.

Upon the occurrence of an event constituting a Change in Control, all RSUs and dividend equivalents on such shares that are outstanding on such date shall be treated pursuant to the terms set forth in the Plan. Upon payment pursuant to the terms of the Plan, such awards shall be cancelled.

5. Dividend Equivalents. The Employee shall become entitled to receive from the Company on the RSU Vesting Date a cash payment equaling the same amount(s) that the holder of record of a number of shares of Common Stock equal to the number of RSUs covered by this Agreement that are held by the Employee on the close of business on the business day immediately preceding the RSU Vesting Date, would have been entitled to receive as dividends on such Common Stock during the period commencing on the effective date hereof and ending on the RSU Vesting Date, as provided under Paragraph 4. Payments under this Paragraph shall be net of any required withholding taxes. Notwithstanding anything herein to the contrary, for any Employee who is no longer an employee on the payroll of any subsidiary or affiliate of the Company on the payment date of the dividend equivalents, and such subsidiary or affiliate has determined, with the approval of the Corporate Vice President, Human Resources of the Company, that it is not administratively feasible for such subsidiary or affiliate to pay such dividend equivalents, the Employee will not be entitled to receive such dividend equivalents or other payment in lieu thereof.

OTHER TERMS

6. Ownership Guidelines. Guidelines pertaining to the Employee's required ownership of Common Stock shall be determined by the Committee or its authorized delegate, as applicable, in its sole discretion from time to time as communicated to Employee in writing.

7. Holding Requirements. The Employee must retain fifty percent (50%) of the net shares of Common Stock acquired in connection with the PSUs and the RSUs (net of withholding tax and any applicable fees) until ownership guidelines are met under Paragraph 6 hereof, subject to any ownership and holding requirements policies established by the Committee from time to time. Such shares shall be held in the Employee's Morgan Stanley account or in another account acceptable to the Company. In addition, shares used to maintain the Employee's ownership level pursuant to this award should be held with Morgan Stanley or in another account acceptable to the Company.

If employment terminates due to the death of the Employee, such holding requirements shall cease at the date of death. If the Employee is a Corporate officer of the Company and terminates for any other reason, the holding requirement will be applicable for a six month period for the CEO, and a three month period for all other officers, following termination.

8. Rights of a Shareholder. Employee shall have no rights as a shareholder with respect to any shares covered by this Agreement until the date of issuance of a stock certificate to him for such shares. Except as otherwise provided herein, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such stock certificate is issued.

9. Non-Assignability. This Agreement shall not be assignable or transferable by Employee except by will or by the laws of descent and distribution.

10. Effect of Termination of Employment or Death.

(a) Effect on PSUs and RSUs.

(i) if the Employee voluntarily ceases to be an Employee of the Company or any subsidiary or affiliate (the Company, subsidiary or affiliate, together, the “Employer”) for any reason except retirement or the Employee’s voluntary termination of employment due to a reduction in workforce, and the PSUs have not vested in accordance with Paragraph 2 or the RSUs have not vested in accordance with Paragraph 4, the PSUs or RSUs, as applicable, shall be cancelled on the date of such voluntary termination of employment.

(ii) if the Employee involuntarily ceases to be an Employee of the Employer for any reason (including disability as provided pursuant to Paragraph 10(b) below) other than death or for Cause, or voluntarily ceases to be an Employee of the Employer due to a reduction in workforce, shares will vest on a pro rata basis, calculated as follows, and which vesting may, at the discretion of the Company, be contingent upon Employee executing a general release, and which may include an agreement with respect to engagement in detrimental activity, in a form acceptable to the Company:

(1) The total number of PSUs (if any) that will have been earned and vested under this Paragraph 10(a)(ii) as of actual achievement of the applicable performance measures equals (A) the total number or PSUs awarded under this Agreement, multiplied by (B) the percentage of such PSUs earned based on the actual achievement of the applicable performance measures as determined by the Company, multiplied by (C) a fraction, the numerator of which is the number of full months of actual service performed for the Employer from the Grant Date through the date of termination of employment, and the denominator of which is 36. Vested PSUs (if any) will be paid as soon as practicable after the PSU Vesting Date, subject to Paragraph 10(e).

(2) The total number of RSUs under this Agreement that will have vested as of termination of employment under this Paragraph 10(a)(ii) equals (A) a percentage equal to the sum of (a + b + c) multiplied by (B) the total number of RSUs awarded under this Agreement where:

a = (m/12) x 25%
b = (m/24) x 25%
c = (m/36) x 50%

and m is the number of actual months of service performed for the Employer as of termination of employment on and after the Grant Date, except that m shall not exceed 12 for purposes of calculating a; m shall not exceed 24 for purposes of calculating b; and m shall not exceed 36 for purposes of calculating c.

Vested RSUs will be paid as follows. Unless already Vested under Paragraph 4 as of such termination of employment, the number of RSUs paid under this Paragraph 10(a)(ii)(2) on the first Vesting Date specified in the Award Summary shall be the number of RSUs under this Agreement multiplied by a; the number paid on the second Vesting Date shall be the number of RSUs under this Agreement multiplied by b, and the number paid on the third Vesting Date shall be the number of RSUs under this Agreement multiplied by c. For purposes of foregoing sentence, a, b and c shall have the meanings set forth above in this Paragraph. Vested RSUs will be paid as soon as practicable after each applicable RSU Vesting Date, subject to Paragraph 10(e).

(iii) If the Employee ceases to be an Employee of the Employer by reason of death, 100% of the PSUs and the RSUs shall vest on the date of death and the certificates for shares shall be delivered in accordance with Paragraph 2 or Paragraph 4, as applicable, to the personal representatives, heirs or legatees of the deceased Employee.

(iv) If the Employee ceases to be an Employee of the Employer by reason of retirement (i.e., for purposes of this Agreement only, “retirement” for U.S. employees shall mean termination of employment at or above age 55 with 10 years of service or age 60 with 5 years of service with the Employer), shares will vest on a pro rata basis, calculated as follows, and which vesting may, at the discretion of the Company, be contingent upon Employee executing a general release, and which may include an agreement with respect to engagement in detrimental activity, in a form acceptable to the Company:

(1) The total number of PSUs (if any) that will have been earned and vested under this Paragraph 10(a)(iv) as of actual achievement of the applicable performance measures will be determined on a pro-rata basis based on the Employee’s actual months of service with the Employer and the actual achievement of the applicable performance measures as determined by the Company, in the same manner as set forth at Paragraph 10(a)(ii)(1). Such vested PSUs will be paid as set forth at Paragraph 10(a)(ii)(1)

(2) The total number of RSUs that will have vested on such termination of employment will be determined on a pro rata basis based on the Employee’s actual months of service with the Employer in the same manner as set forth under Paragraph 10(a)(ii)(2). Such vested RSUs shall be paid according to the schedule set forth under Paragraph 10(a)(ii)(2)

(v) If the Employee ceases to be an Employee of the Employer due to termination for Cause, the PSUs and the RSUs, as applicable, shall, subject to any Plan provisions to the contrary, be cancelled on the date of such termination of employment.

(b) Disability. For purposes of vesting under Paragraph 10(a)(ii) of this Agreement, an Employee is deemed involuntarily to cease being an Employee of the Employer when the Employee has received maximum coverage under an Employer-provided short term disability plan.

(c) Cause. "Cause" means (i) a violation of any of the rules, policies, procedures or guidelines of the Employer, including but not limited to the Company's Business Ethics Policy and the Proprietary Information and Conflict of Interest Agreement (ii) any conduct which qualifies for "immediate discharge" under the Employer's Human Resource Policies as in effect from time to time (iii) rendering services to a firm which engages, or engaging directly or indirectly, in any business that is competitive with the Employer, or represents a conflict of interest with the interests of the Employer; (iv) conviction of, or entering a guilty plea with respect to, a crime whether or not connected with the Employer; or (v) any other conduct determined to be injurious, detrimental or prejudicial to any interest of the Employer.

(d) Salary Continuance. For purposes of determining the number of PSUs or RSUs that are vested under this Agreement or the Award Summary, the Company may at its discretion, determine that termination of employment means the date on which salary continuance ends, and that "actual months of service" for such purposes include any period of salary continuance.

(e) The Effect of Releases. Payment will be made as soon as practicable (but not later than 70 days) after the designated payment date except that if the timing of any payment is contingent on employee action, such as execution of a release of claims or agreement, and the specified payment period straddles two calendar years, payment will be made on the second such calendar year.

11. General Restrictions. If at any time the Committee or its authorized delegate, as applicable, shall determine, in its discretion, that the listing, registration or qualification of any shares subject to this Agreement upon any securities exchange or under any state or Federal law, or the consent or approval of any government regulatory body, is necessary or desirable as a condition of, or in connection with, the awarding of the PSUs or the RSUs or the issue or purchase of shares hereunder, the certificates for shares may not be issued in respect of PSUs or RSUs in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee or its authorized delegate, as applicable, and any delay caused thereby shall in no way affect the date of termination of the PSUs or the RSUs.

12. Responsibility for Taxes. Employee acknowledges that the ultimate responsibility for Employee's Federal, state and municipal individual income taxes, the Employee's portion of social security and other payroll taxes, and any other taxes related to Employee's participation in the Plan and legally applicable to Employee, is and remains his or her responsibility and may exceed the amount actually withheld by the Company or the Employer.

13. Nature of Award. In accepting the award, Employee acknowledges that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time in a manner consistent with Section 13 of the Plan regarding Plan amendment and termination and, in addition, the PSUs and RSUs are subject to modification and adjustment under Section 6(b) of the Plan;

(b) the award of the PSUs and RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of PSUs or RSUs, or benefits in lieu of PSUs or RSUs, even if PSUs or RSUs have been granted repeatedly in the past;

(c) all decisions with respect to future PSU and RSU awards, if any, will be at the sole discretion of the Committee or nnits authorized delegate, as applicable;

(d) Employee's participation in the Plan shall not create a right to further employment with the Employer and shall not interfere with the ability of the Employer to terminate Employee's employment relationship at any time; further, the PSU and RSU award and Employee's participation in the Plan will not be interpreted to form an employment contract or relationship with the Employer;

(e) Employee is voluntarily participating in the Plan;

(f) the PSUs, the RSUs and the shares of Common Stock subject thereto are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Employer, and which is outside the scope of Employee's employment contract, if any;

(g) the PSUs, the RSUs and the shares of Common Stock subject thereto are not intended to replace any pension rights or compensation;

(h) the PSUs, the RSUs and the shares of Common Stock subject thereto are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Employer;

(i) the future value of the underlying shares of Common Stock is unknown and cannot be predicted with certainty;

(j) in consideration of the award of the PSUs and RSUs, no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs or RSUs, including, but not limited to, forfeiture resulting from termination of Employee's employment with the Employer (for any reason whatsoever and whether or not in breach of local labor laws) and Employee irrevocably releases the Company and the Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Employee shall be deemed irrevocably to have waived Employee's entitlement to pursue such claim; and

(k) subject to the provisions in the Plan regarding Change in Control, PSUs and RSUs and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability.

14. No Advice Regarding Award. Neither the Company nor the Employer is providing any tax, legal or financial advice, nor is the Company or Employer making any recommendations regarding Employee's participation in the Plan, or his or her acquisition or sale of the underlying shares of Common Stock. Employee is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

15. Amendment of This Agreement. With the consent of the Employee, the Committee or its authorized delegate, as applicable, may amend this Agreement in a manner not inconsistent with the Plan.

16. Subsidiary. As used herein the term "subsidiary" shall mean any present or future corporation which would be a "subsidiary corporation" of the Company as the term is defined in Section 425 of the Internal Revenue Code of 1986 on the Grant Date.

17. Affiliate. As used herein the term "affiliate" shall mean any entity in which the Company has a significant equity interest, as determined by the Committee.

18. Recoupments.

(a) If an Employee or former Employee of the Employer is reasonably deemed by the Committee or its authorized delegate, as applicable, to have engaged in detrimental activity against the Employer, any awards granted to such Employee or former Employee shall be cancelled and be of no further force or effect and any payment or delivery of an award from six months prior to such detrimental activity may be rescinded. In the event of any such rescission, the Employee shall pay to the Company the amount of any gain realized or payment received as a result of the rescinded exercise, payment or delivery, in such manner and on such terms and conditions as may be required by the Committee or its authorized delegate, as applicable. Detrimental activity may include:

(i) violating terms of a non-compete agreement with the Employer, if any;

(ii) disclosing confidential or proprietary business information of the Employer to any person or entity including but not limited to a competitor, vendor or customer without appropriate authorization from the Employer;

(iii) violating any rules, policies, procedures or guidelines of the Employer;

(iv) directly or indirectly soliciting any employee of the Employer to terminate employment with the Employer;

(v) directly or indirectly soliciting or accepting business from any customer or potential customer or encouraging any customer, potential customer or supplier of the Employer, to reduce the level of business it does with the Employer; or

(vi) engaging in any other conduct or act that is determined to be injurious, detrimental or prejudicial to any interest of the Employer.

(b) If an accounting restatement by the Company is required in order to correct any material noncompliance with financial reporting requirements under relevant securities laws, the Company will have the authority to recover from executive officers or former executive officers, whether or not still employed by the Employer, any excess incentive-based compensation (in excess of what would have been paid under the accounting restatement), including entitlement to shares, provided under this Agreement to executive officers of the Employer, that was based on such erroneous data and paid during the three-year period preceding the date on which the Company is required to prepare the accounting restatement. Notwithstanding anything herein to the contrary, the Company may implement any policy or take any action with respect to the recovery of excess incentive-based compensation, including entitlement to shares, that the Company determines to be necessary or advisable in order to comply with the requirements of the Dodd-Frank Wall Street Financial Reform and Consumer Protection Act.

19. Cancellation and Rescission of Award. Without limiting the foregoing Paragraph regarding non-engagement in detrimental activity against the Employer, the Company may cancel any award provided hereunder if the Employee is not in compliance with all of the following conditions:

(a) An Employee shall not render services for any organization or engage directly or indirectly in any business which would cause the Employee to breach any of the post-employment prohibitions contained in any agreement between the Employer and the Employee.

(b) An Employee shall not, without prior written authorization from the Employer, disclose to anyone outside the Employer, or use in other than the Employer's business, any confidential information or material, as specified in any agreement between the Employer and the Employee which contains post-employment prohibitions, relating to the business of the Employer acquired by the Employee either during or after employment with the Employer.

Notwithstanding the above, the Employer does not in any manner restrict the Employee from reporting possible violations of federal, state or local laws or regulations to any governmental agency or entity. Similarly, the Employer does not in any manner restrict the Employee from participating in any proceeding or investigation by a federal, state or local government agency or entity responsible for enforcing such laws. The Employee is not required to notify the Employer that he or she has made such report or disclosure, or of his or her participation in an agency investigation or proceeding.

(c) An Employee, pursuant to any agreement between the Employer and the Employee which contains post-employment prohibitions, shall disclose promptly and assign to the Employer all right, title and interest in any invention or idea, patentable or not, made or conceived by the Employee during employment with the Employer, relating in any manner to the actual or anticipated business, research or development work of the Employer, and shall do anything reasonably necessary to enable the Employer to secure a patent where appropriate in the United States and in foreign countries.

(d) Failure to comply with the provision of subparagraphs (a), (b) or (c) of this Paragraph 19 prior to, or during the six months after, any payment or delivery shall cause such payment or delivery to be rescinded. The Company shall notify the Employee in writing of any such rescission within two years after such payment or delivery. Within ten days after receiving such a notice from the Company, the Employee shall pay to the Company the amount of any payment received as a result of the rescinded payment or delivery pursuant to an award. Such payment to the Company by the Employee shall be made either in cash or by returning to the Company the number of shares of common stock that the Employee received in connection with the rescinded payment or delivery.

20. Notices. Notices hereunder shall be in writing and if to the Company shall be mailed to the Company at 201 Merritt 7, Norwalk, CT 06851-1056, addressed to the attention of Stock Plan Administrator (or such other person specified hereafter by the Company), and if to the Employee shall be delivered personally or mailed to the Employee at his address as the same appears on the records of the Company.

21. Language. If Employee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

22. Electronic Delivery and Acceptance. The Company will deliver any documents related to current or future participation in the Plan by electronic means. Employee hereby consents to receive such documents by electronic delivery, and agrees to participate in the Plan and be bound by the terms and conditions of this Agreement, through an on-line or electronic system established and maintained by the Company or a third party designated by the Company. Electronic acceptance by the Employee is required and the award will be cancelled for any Employee who fails to comply with the Company's acceptance requirement within six months of the Grant Date.

23. Interpretation of This Agreement. The Committee or its authorized delegate, as applicable, shall have the authority to interpret the Plan and this Agreement and to take whatever administrative actions, including correction of administrative errors in the awards subject to this Agreement and in this Agreement, as the Committee or its authorized delegate, as applicable, in its sole good faith judgment shall determine to be advisable. All decisions, interpretations and administrative actions made by the Committee or its authorized delegate, as applicable, hereunder or under the Plan shall be binding and conclusive on the Company and the Employee. In the event there is inconsistency between the provisions of this Agreement and of the Plan, the provisions of the Plan shall govern.

24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the Company and to the extent provided in Paragraph 9 to the personal representatives, legatees and heirs of the Employee.

25. Governing Law and Venue. The validity, construction and effect of the Agreement and any actions taken under or relating to this Agreement shall be determined in accordance with the laws of the state of New York and applicable Federal law.

This grant is made and/or administered in the United States. For purposes of litigating any dispute that arises under this grant or the Agreement the parties hereby submit to and consent to the jurisdiction of the state of New York, agree that such litigation shall be conducted in the courts of Monroe County, New York, or the federal courts for the United States for the Western District of New York.

26. Separability. In case any provision in the Agreement, or in any other instrument referred to herein, shall become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions in the Agreement, or in any other instrument referred to herein, shall not in any way be affected or impaired thereby.

27. Integration of Terms. Except as otherwise provided in this Agreement, this Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all oral statements and prior writings with respect thereto.

28. Appendix for Non-U.S. Countries. Notwithstanding any provisions in this Agreement, the PSU award and RSU award shall be subject to any special terms and conditions set forth in any appendix to this Agreement for Employee's country (the "Appendix"). Moreover, if Employee relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to Employee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

29. Imposition of Other Requirements. The Committee or its authorized delegate, as applicable, reserves the right to impose other requirements on Employee's participation in the Plan, on the PSUs, on the RSUs and on any shares of Common Stock acquired under the Plan, to the extent the Committee or its authorized delegate, as applicable, determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

IN WITNESS WHEREOF, the Company has executed this Agreement as of the day and year set forth on the applicable Award Summary.

XEROX CORPORATION

By: ______________________________

Signature

Omnibus Agreement – [insert year]: PIP;ELTIP;RSUs (ratable)

AGREEMENT PURSUANT TO
XEROX CORPORATION
2004 PERFORMANCE INCENTIVE PLAN AS AMENDED OR RESTATED TO DATE

AGREEMENT, by Xerox Corporation, a New York corporation (the "Company"), dated as of the date that appears in the award summary that provides the value (or number of Restricted Stock Units) and vesting provisions of the award (the "Award Summary") in favor of the individual whose name appears on the Award Summary, who is an employee of the Company, one of the Company's subsidiaries or one of its affiliates (the "Employee").

In accordance with the provisions of the "2004 Performance Incentive Plan" and any amendments and/or restatements thereto (the "Plan"), the Compensation Committee of the Board of Directors of the Company (the "Committee") or the Chief Executive Officer of the Company (the "CEO") has authorized the execution and delivery of this Agreement.

Terms used herein that are defined in the Plan or in this Agreement shall have the meanings assigned to them in the Plan or this Agreement, respectively.

The Award Summary contains the details of the awards covered by this Agreement and is incorporated herein in its entirety.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the Company agrees as follows:

AWARDS

1. Award of Restricted Stock Units. Subject to all terms and conditions of the Plan and this Agreement, the Company has awarded to the Employee on the date indicated on the Award Summary (the "Grant Date") the number of Restricted Stock Units (individually, the "RSU") as shown on the Award Summary. Notwithstanding anything herein to the contrary, only active Employees and those Employees on Short Term Disability Leave, Social Service Leave, Family Medical Leave or Paid Uniform Services Leave (pursuant to the Company's Human Resources Policies or similar policies of the Company's subsidiaries or affiliates) on the effective date of the award as shown on the Award Summary shall be eligible to receive the award.

TERMS OF THE RESTRICTED STOCK UNITS

2. Entitlement to Shares. Upon the vesting date indicated on the Award Summary, or the date of death if sooner, (the "Vesting Date") in connection with the RSUs, the Company shall, without transfer or issue tax to the person entitled to receive the shares, deliver to such person a certificate or certificates for a number of shares of Common Stock equal to the number of vested RSUs (subject to reduction for withholding of Employee's taxes in relation to the award as described in Paragraph 8 below). No fractional shares shall be issued as a result of such tax withholding. Instead, the Company shall apply the equivalent of any fractional share amount to amounts withheld for taxes.

Upon the occurrence of an event constituting a Change in Control, all RSUs and dividend equivalents on such shares that are outstanding on such date shall be treated pursuant to the terms set forth in the Plan. Upon payment pursuant to the terms of the Plan, such awards shall be cancelled.

3. Dividend Equivalents. The Employee shall become entitled to receive from the Company on the Vesting Date a cash payment equaling the same amount(s) that the holder of record of a number of shares of Common Stock equal to the number of RSUs covered by this Agreement, that are held by the Employee on the close of business on the business day immediately preceding the Vesting Date, would have been entitled to receive as dividends on such Common Stock during the period commencing on the effective date hereof and ending on the Vesting Date as provided under Paragraph 2. Payments under this Paragraph shall be net of any required withholding taxes. Notwithstanding anything herein to the contrary, for any Employee who is no longer an employee on the payroll of any subsidiary or affiliate of the Company on the payment date of the dividend equivalents, and such subsidiary or affiliate has determined, with the approval of the Corporate Vice President, Human Resources of the Company, that it is not administratively feasible for such subsidiary or affiliate to pay such dividend equivalents, the Employee will not be entitled to receive such dividend equivalents.

OTHER TERMS

4. Rights of a Shareholder. Employee shall have no rights as a shareholder with respect to any shares covered by this Agreement until the date of issuance of a stock certificate to him for such shares. Except as otherwise provided herein, no

adjustment shall be made for dividends or other rights for which the record date is prior to the date such stock certificate is issued.

5. Non-Assignability. This Agreement shall not be assignable or transferable by Employee except by will or by the laws of descent and distribution.

6. Effect of Termination of Employment or Death.

(a) Effect on RSUs.

(i) If the Employee voluntarily ceases to be an Employee of the Company or any subsidiary or affiliate (the Company, subsidiary or affiliate, together, the "Employer") for any reason except retirement or the Employee's voluntary termination of employment due to a reduction in the workforce, and the RSUs have not vested in accordance with Paragraph 2, the RSUs shall be cancelled on the date of such voluntary termination of employment.

(ii) If the Employee involuntarily ceases to be an Employee of the Employer for any reason (including disability as provided pursuant to Paragraph 6(b) below) other than death or for Cause, or voluntarily ceases to be an Employee of the Employer due to a reduction in workforce, shares will vest on a pro-rata basis, which may, at the discretion of the Company, be contingent upon Employee executing a general release, and which may include an agreement with respect to engagement in detrimental activity, in a form acceptable to the Company. The total number of RSUs under this Agreement that will have vested as of termination of employment under this Paragraph 6(a)(ii) equals (I) a percentage equal to the sum of (a + b + c) multiplied by (II) the total number of RSUs awarded under this Agreement where:

a = (m/12) x 25%

b = (m/24) x 25%

c = (m/36) x 50%

and m is the number of actual months of service performed for the Employer as of termination of employment on and after the Grant Date, except that m shall not exceed 12 for purposes of calculating a; m shall not exceed 24 for purposes of calculating b; and m shall not exceed 36 for purposes of calculating c.

Vested RSUs will be paid as follows. Unless already Vested under Paragraph 2 as of such termination of employment, the number of RSUs paid under this Paragraph on the first Vesting Date specified in the Award Summary shall be the number of RSUs under this Agreement multiplied by a; the number paid on the second Vesting Date shall be the number of RSUs under this Agreement multiplied by b, and the number paid on the third Vesting Date shall be the number of RSUs under this Agreement multiplied by c. For purposes of the preceding sentence, a, b and c shall have the meanings set forth above in this Paragraph.

Vested RSUs will be paid as soon as practicable after each applicable RSU Vesting Date, subject to Paragraph 6(e).

(iii) If the Employee ceases to be an Employee of the Employer by reason of death, 100% of the RSUs pursuant to this grant shall vest on the date of death and the certificates for shares shall be delivered in accordance with Paragraph 5 to the personal representatives, heirs or legatees of the deceased Employee.

(iv) If the Employee ceases to be an Employee of the Employer by reason of retirement (which for purposes of this Agreement only, shall mean, for a U.S. employee, termination of employment with the Employer after attaining age 55 and 10 years of service with the Employer, or age 60 and 5 years of service with the Employer) RSUs will vest on a pro rata basis, which may, at the discretion of the Company, be contingent upon Employee executing a general release, and which may include an agreement with respect to engagement in detrimental activity, in a form acceptable to the Company. The total number of RSUs that will have vested on such termination of employment will be determined on a pro rata basis based on the Employee's actual months of service with the Employer in the same manner as set forth under Paragraph 6(a)(ii). Such vested RSUs shall be paid according to the schedule set forth under Paragraph 6(a)(ii).

(v) If the Employee ceases to be an Employee of the Employer due to termination for Cause, the RSUs shall, subject to any Plan provision to the contrary, be cancelled on the date of such termination of employment.

(b) Disability. For purposes of vesting under Paragraph 6(a)(ii) of this Agreement, an Employee is deemed involuntarily to cease being an Employee of the Employer when the Employee has received maximum coverage under an Employer-provided short term disability plan.

(c) Cause. "Cause" means (i) a violation of any of the rules, policies, procedures or guidelines of the Employer, including but not limited to the Company's Business Ethics Policy and the Proprietary Information and Conflict of Interest Agreement (ii) any conduct which qualifies for "immediate discharge" under the Employer's Human Resource Policies as in effect from time to time (iii) rendering services to a firm which engages, or engaging directly or indirectly, in any business that is competitive with the Employer, or represents a conflict of interest with the interests of the Employer; (iv) conviction of, or entering a guilty plea with respect to, a crime whether or not connected with the Employer; or (v) any other conduct determined to be injurious, detrimental or prejudicial to any interest of the Employer.

(d) Salary Continuance. For purposes of determining the number of RSUs that are vested under this Agreement or the Award Summary, the Company may at its discretion, determine that termination of employment means the date on which salary continuance ends, and that "actual months of service" for such purposes include any period of salary continuance.

(e) The Effect of Releases. Payment will be made as soon as practicable (but not later than 70 days) after the designated payment date except that if the timing of any payment is contingent on employee action, such as execution of a release of claims or agreement, and the specified payment period straddles two calendar years, payment will be made on the second such calendar year.

7. General Restrictions. If at any time the Committee or its authorized delegate, as applicable, shall determine, in its discretion, that the listing, registration or qualification of any shares subject to this Agreement upon any securities exchange or under any state or Federal law, or the consent or approval of any government regulatory body, is necessary or desirable as a condition of, or in connection with, the awarding of the RSUs or the issue or purchase of shares hereunder, the certificates for shares may not be issued in respect of RSUs in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee or its authorized delegate, as applicable, and any delay caused thereby shall in no way affect the date of termination of the RSUs.

8. Responsibility for Taxes. Employee acknowledges that the ultimate responsibility for Employee's Federal, state and municipal individual income taxes, the Employee's portion of social security and other payroll taxes, and any other taxes related to Employee's participation in the Plan and legally applicable to Employee, is and remains his or her responsibility and may exceed the amount actually withheld by the Company or the Employer.

9. Nature of Award. In accepting the award, Employee acknowledges that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time in a manner consistent with Section 13 of the Plan regarding Plan amendment and termination and, in addition, the RSUs are subject to modification and adjustment under Section 6(b) of the Plan.

(b) the award of the RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted repeatedly in the past;

(c) all decisions with respect to future RSU awards, if any, will be at the sole discretion of the Committee or its authorized delegate, as applicable;

(d) Employee's participation in the Plan shall not create a right to further employment with the Employer and shall not interfere with the ability of the Employer to terminate Employee's employment relationship at any time; further, the RSU award and Employee's participation in the Plan will not be interpreted to form an employment contract or relationship with the Employer;

(e) Employee is voluntarily participating in the Plan;

(f) the RSUs and the shares of Common Stock subject to the RSUs are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Employer, and which is outside the scope of Employee's employment contract, if any;

(g) the RSUs and the shares of Common Stock subject to the RSUs are not intended to replace any pension rights or compensation;

(h) the RSUs and the shares of Common Stock subject to the RSUs are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Employer;

(i) the future value of the underlying shares of Common Stock is unknown and cannot be predicted with certainty;

(j) in consideration of the award of the RSUs, no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs, including, but not limited to, forfeiture resulting from termination of Employee's employment with the Employer (for any reason whatsoever and whether or not in breach of local labor laws) and Employee irrevocably releases the Company and the Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Employee shall be deemed irrevocably to have waived Employee's entitlement to pursue such claim; and

(k) subject to the provisions in the Plan regarding Change in Control, RSUs and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability.

10. No Advice Regarding Award. Neither the Company nor the Employer is providing any tax, legal or financial advice, nor is the Company or Employer making any recommendations regarding Employee's participation in the Plan, or his or her acquisition or sale of the underlying shares of Common Stock. Employee is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

11. Amendment of This Agreement. With the consent of the Employee, the Committee or its authorized delegate, as applicable, may amend this Agreement in a manner not inconsistent with the Plan.

12. Subsidiary. As used herein the term" subsidiary" shall mean any present or future corporation which would be a "subsidiary corporation" of the Company as the term is defined in Section 425 of the Internal Revenue Code of 1986 on the Grant Date.

13. Affiliate. As used herein the term "affiliate" shall mean any entity in which the Company has a significant equity interest, as determined by the Committee.

14. Recoupments.

(a) If an Employee or former Employee of the Employer is reasonably deemed by the Committee or its authorized delegate, as applicable, to have engaged in detrimental activity against the Employer, any awards granted to such Employee or former Employee shall be cancelled and be of no further force or effect and any payment or delivery of an award from six months prior to such detrimental activity may be rescinded. In the event of any such rescission, the Employee shall pay to the Company the amount of any gain realized or payment received as a result of the rescinded exercise, payment or delivery, in such manner and on such terms and conditions as may be required by the Committee or its authorized delegate, as applicable. Detrimental activity may include:

(i) violating terms of a non-compete agreement with the Employer, if any;

(ii) disclosing confidential or proprietary business information of the Employer to any person or entity including but not limited to a competitor, vendor or customer without appropriate authorization from the Employer;

(iii) violating any rules, policies, procedures or guidelines of the Employer;

(iv) directly or indirectly soliciting any employee of the Employer to terminate employment with the Employer;

(v) directly or indirectly soliciting or accepting business from any customer or potential customer or encouraging any customer, potential customer or supplier of the Employer, to reduce the level of business it does with the Employer; or

(vi) engaging in any other conduct or act that is determined to be injurious, detrimental or prejudicial to any interest of the Employer.

(b) If an accounting restatement by the Company is required in order to correct any material noncompliance with financial reporting requirements under relevant securities laws, the Company will have the authority to recover from executive officers or former executive officers, whether or not still employed by the Employer, any excess incentive-based compensation (in excess of what would have been paid under the accounting restatement), including entitlement to shares, provided under this Agreement to executive officers of the Employer, that was based on such erroneous data and paid during the three-year period preceding the date on which the Company is required to prepare the accounting restatement. Notwithstanding anything herein to the contrary, the Company may implement any policy or take any action with respect to the recovery of excess incentive-based compensation, including entitlement to shares that the Company determines to be necessary or advisable in order to comply with the requirements of the Dodd-Frank Wall Street Financial Reform and Consumer Protection Act.

15. Cancellation and Rescission of Award. Without limiting the foregoing Paragraph regarding non-engagement in detrimental activity against the Employer, the Company may cancel any award provided hereunder if the Employee is not in compliance with all of the following conditions:

(a) An Employee shall not render services for any organization or engage directly or indirectly in any business which would cause the Employee to breach any of the post-employment prohibitions contained in any agreement between the Employer and the Employee.

(b) An Employee shall not, without prior written authorization from the Employer, disclose to anyone outside the Employer, or use in other than the Employer's business, any confidential information or material, as specified in any agreement between the Employer and the Employee which contains post-employment prohibitions, relating to the business of the Employer acquired by the Employee either during or after employment with the Employer.

Notwithstanding the above, the Employer does not in any manner restrict the Employee from reporting possible violations of federal, state or local laws or regulations to any governmental agency or entity. Similarly, the Employer does not in any manner restrict the Employee from participating in any proceeding or investigation by a federal, state or local government agency or entity responsible for enforcing such laws. The Employee is not required to notify the Employer that he or she has made such report or disclosure, or of his or her participation in an agency investigation or proceeding.

(c) An Employee, pursuant to any agreement between the Employer and the Employee which contains post-employment prohibitions shall disclose promptly and assign to the Employer all right, title and interest in any invention or idea, patentable or not, made or conceived by the Employee during employment with the Employer, relating in any manner to the actual or anticipated business, research or development work of the Employer, and shall do anything reasonably necessary to enable the Employer to secure a patent where appropriate in the United States and in foreign countries.

(d) Failure to comply with the provision of subparagraphs (a), (b) or (c) of this Paragraph 15 prior to, or during the six months after, any payment or delivery shall cause such payment or delivery to be rescinded. The Company shall notify the Employee in writing of any such rescission within two years after such payment or delivery. Within ten days after receiving such a notice from the Company, the Employee shall pay to the Company the amount of any payment received as a result of the rescinded payment or delivery pursuant to an award. Such payment to the Company by the Employee shall be made either in cash or by returning to the Company the number of shares of common stock that the Employee received in connection with the rescinded payment or delivery.

16. Notices. Notices hereunder shall be in writing and if to the Company shall be mailed to the Company at 201 Merritt 7, Norwalk, CT 06851-1056, addressed to the attention of Stock Plan Administrator, and if to the Employee shall be delivered personally or mailed to the Employee at his address as the same appears on the records of the Company.

17. Language. If Employee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

18. Electronic Delivery and Acceptance. The Company will deliver any documents related to current or future participation in the Plan by electronic means. Employee hereby consents to receive such documents by electronic delivery, and agrees to participate in the Plan and be bound by the terms and conditions of this Agreement, through an on-line or electronic system established and maintained by the Company or a third party designated by the Company. Electronic acceptance by the Employee is required and the award will be cancelled for any Employee who fails to comply with the Company's acceptance requirement within six months of the Grant Date.

19. Interpretation of This Agreement. The Committee or its authorized delegate, as applicable, shall have the authority to interpret the Plan and this Agreement and to take whatever administrative actions, including correction of administrative errors in the awards subject to this Agreement and in this Agreement, as the Committee or its authorized delegate, as applicable, in its sole good faith judgment shall determine to be advisable. All decisions, interpretations and administrative actions made by the Committee or its authorized delegate, as applicable, hereunder or under the Plan shall be binding and conclusive on the Company and the Employee. In the event there is inconsistency between the provisions of this Agreement and of the Plan, the provisions of the Plan shall govern.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the Company and to the extent provided in Paragraph 5 to the personal representatives, legatees and heirs of the Employee.

21. Governing Law and Venue. The validity, construction and effect of the Agreement and any actions taken under or relating to this Agreement shall be determined in accordance with the laws of the state of New York and applicable Federal law.

This grant is made and/or administered in the United States. For purposes of litigating any dispute that arises under this grant or the Agreement the parties hereby submit to and consent to the jurisdiction of the state of New York, agree that such litigation shall be conducted in the courts of Monroe County, New York, or the federal courts for the United States for the Western District of New York.

22. Separability. In case any provision in the Agreement, or in any other instrument referred to herein, shall become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions in the Agreement, or in any other instrument referred to herein, shall not in any way be affected or impaired thereby.

23. Integration of Terms. Except as otherwise provided in this Agreement, this Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all oral statements and prior writings with respect thereto.

24. Appendix for Non-U.S. Countries. Notwithstanding any provisions in this Agreement, the RSU award shall be subject to any special terms and conditions set forth in any appendix to this Agreement for Employee's country (the "Appendix"). Moreover, if Employee relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to Employee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

25. Imposition of Other Requirements. The Committee or its authorized delegate, as applicable, reserves the right to impose other requirements on Employee's participation in the Plan, on the RSUs and on any shares of Common Stock acquired under

the Plan, to the extent the Committee or its authorized delegate, as applicable, determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

IN WITNESS WHEREOF, the Company has executed this Agreement as of the day and year set forth on the Award Summary.

XEROX CORPORATION

By: ______________________________
Signature

Omnibus Agreement – [insert year]: PIP;ELTIP;Stock Options

AGREEMENT PURSUANT TO
XEROX CORPORATION
2004 PERFORMANCE INCENTIVE PLAN AS AMENDED OR RESTATED TO DATE

AGREEMENT, by Xerox Corporation, a New York corporation (the "Company"), dated as of the date that appears in the award summary that provides the number of options to purchase shares of common stock of the Company and vesting provisions of the award (the "Award Summary") in favor of the individual whose name appears on the Award Summary, who is an employee of the Company, one of the Company's subsidiaries or one of its affiliates (the "Employee").

In accordance with the provisions of the Xerox Corporation 2004 Performance Incentive Plan and any amendments and/or restatements thereto (the "Plan"), the Compensation Committee of the Board of Directors of the Company (the "Committee") or the Chief Executive Officer of the Company (the "CEO") has authorized the execution and delivery of this Agreement.

Terms used herein that are defined in the Plan or in this Agreement shall have the meanings assigned to them in the Plan or this Agreement, respectively.

The Award Summary contains the details of the awards covered by this Agreement and is incorporated herein in its entirety.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration the Company agrees as follows:

AWARDS

1. Award of Stock Options. Subject to all terms and conditions of the Plan and this Agreement, the Company has awarded to the Employee on the date of agreement and award set forth on the Award Summary (the "Grant Date") options to purchase shares of Common Stock (as defined in the Plan) of the Company, equal to the number of options set forth in the Award Summary (the "Options"), at a price per share equal to the exercise price set forth in the Award Summary (the "Exercise Price"). Each Option entitles the Employee to purchase, on exercise, one share of the Company's Common Stock subject to the conditions of the Plan and this Agreement. The Exercise Price and the number of Options awarded pursuant to this Agreement may be adjusted to the extent provided by the terms of the Plan and such adjusted Exercise Price and number of Option awarded shall be substituted for such terms as set forth in the Award Summary for all purposes of the Plan and this Agreement unless otherwise determined by the Company. Any such adjustment, however, is void and without effect if it would constitute a "modification" as defined in regulations or valid guidance under Section 409A of the Code. No Option pursuant to this Agreement is intended to qualify as an incentive stock option under Section 422 of the Code. No right or feature of any Option under this Agreement is intended to create a deferral of compensation as defined in regulations or valid guidance under Section 409A of the Code, and any such right or feature is void and without effect. Notwithstanding anything herein to the contrary, only active Employees and those Employees on Short Term Disability Leave, Social Service Leave, Family Medical Leave or Paid Uniform Services Leave (pursuant to the Company's Human Resources Policies or similar policies of the Company's subsidiaries or affiliates) on the Grant Date shall be eligible to receive the award.

TERMS OF THE OPTIONS

2. Vesting. The employee's right to exercise Options vests on the dates and according to the conditions set forth in the Award Summary or on any earlier vesting date set forth in this Agreement. No Option may be exercised before it vests.

3. Expiration. The Options shall expire on the 10th anniversary of the Grant Date (the "Expiration Date") except as otherwise provided herein. Upon a termination of employment, the Options shall expire on the date provided in the Agreement, but not later than the Expiration Date. No Option may be exercised as of or after the date it expires or is cancelled. The Company may at its discretion amend the Agreement to provide an Expiration Date later than the Expiration Date set forth herein, or amend the date on which the Options will expire as set forth in the Agreement or the Award Summary, except that any amendment of the Agreement or Award Summary is void and without effect if it would constitute an "extension" as defined in regulations or valid guidance under Section 409A of the Code.

(a) Voluntary termination of employment except retirement and voluntary reduction in force. If the Employee voluntarily ceases to be an Employee of the Company or any subsidiary or affiliate (together, the "Employer") for any reason except retirement or the Employee's voluntary termination of employment due to a reduction in the workforce, the total number of Options that will have vested under this Agreement as of termination of employment equals the applicable percentage set forth in the Award Summary multiplied by the number of Options awarded under this Agreement. Non-vested Options will expire on the date of termination of employment. Vested Options will expire on the earlier of the Expiration Date or the date that is three months after the date of termination of employment.

(b) Retirement. If the Employee ceases to be an Employee of the Employer by reason of retirement (which for purposes of this Agreement only, shall mean, for a U.S. employee, termination of employment with the Employer after attaining age 55 and 10 years of service with the Employer, or age 60 and 5 years of service with the Employer) will vest on a pro rata basis as set forth in this Paragraph 3(b), which may, at the discretion of the Company, be contingent upon the Employee executing a general release, and which may include an agreement with respect to engagement in detrimental activity, in a form acceptable to the Company.

The total number of Options under this Agreement that will have vested as of termination of employment on a pro rata basis pursuant to this Paragraph 3(b) equals (i) a percentage equal to the sum of (a + b + c) multiplied by (ii) the total number of Options awarded under this Agreement where:

a = (m/12) x 25%
b = (m/24) x 25%
c = (m/36) x 50%

and m is the number of actual months of service performed for the Employer as of termination of employment on and after the Grant Date, except that m shall not exceed 12 for purposes of calculating a; m shall not exceed 24 for purposes of calculating b; and m shall not exceed 36 for purposes of calculating c.

Non-vested Options will expire on the date of termination of employment. Vested Options will expire on the earlier of the Expiration Date or the date that is three months after the date of termination of employment

(c) Involuntary terminations without Cause and voluntary reductions in force. If the Employee involuntarily ceases to be an Employee of the Employer for any reason (including disability as provided pursuant to Paragraph 3(g) below) other than death or for Cause, or voluntarily ceases to be an Employee of the Employer due to a reduction in workforce, Options will vest on a pro-rata basis, which may, at the discretion of the Company, be contingent upon the Employee executing a general release, and which may include an agreement with respect to engagement in detrimental activity, in a form acceptable to the Company. Such Options will vest on a pro-rata basis based on the Employee's actual months of service with the Employer in the same manner as set forth at Paragraph 3(b). Non-vested Options will expire on the date of termination of employment. Vested Options will expire on the earlier of the Expiration Date or the date that is three months after the date of termination of employment.

(d) Death. If the Employee ceases to be an Employee of the Employer by reason of death, 100% of the Options pursuant to this grant will vest on the date of death. Vested Options will expire on the earlier of the Expiration Date or the date that is one year after the date of death.

(e) Termination for Cause. If an Employee ceases to be an Employee of the Employer due to termination for Cause as defined in this Agreement, all Options, including vested Options, will expire on the date of termination of employment.

(f) Change in Control. If the employee ceases to be an Employee of the Employer due to Termination for Good Reason, as defined by the Plan, or an involuntary termination of employment either of which such termination occurs after a Change in Control, as defined in the Plan, (other than a termination for Cause, as defined in this Agreement, according to a determination made before the Change in Control) the Options will be 100% vested on the date of such termination of employment. Vested Options will expire on the Expiration Date.

(g) Disability. For purposes of vesting under Paragraph 3(c) of this Agreement, an Employee is deemed involuntarily to cease being an Employee of the Employer when the Employee has received maximum coverage under an Employer-provided short term disability plan.

(h) Cause. "Cause" means (i) a violation of any of the rules, policies, procedures or guidelines of the Employer, including but not limited to the Company's Business Ethics Policy and the Proprietary Information and Conflict of Interest Agreement; (ii) any conduct which qualifies for "immediate discharge" under the Employer's Human Resource Policies as in effect from time to time; (iii) rendering services to a firm which engages, or engaging directly or indirectly, in any business that is competitive with the Employer, or represents a conflict of interest with the interests of the Employer; (iv) conviction of, or entering a guilty plea with respect to, a crime whether or not connected with the Employer; or (v) any other conduct determined to be injurious, detrimental or prejudicial to any interest of the Employer.

(i) Recoupment rights. Nothing in this Agreement shall limit the Company's right of recoupment of Options or any shares of Common Stock purchased by exercise of the Option, under the Plan or this Agreement as in effect on the Grant Date or any later date, including recoupment of payments pursuant to the Company's compensation recovery, "clawback" or similar policy, as may be in effect from time to time, including any policy implemented after the Grant Date.

(j) Salary continuance. For purposes of determining the number of Options that are vested and the date the Options expire under this Agreement or the Award Summary, the Company may at its discretion, determine that termination of employment means the date on which salary continuance ends, and that "actual months of service" for such purposes include any period of salary continuance.

4. <u>Method of Exercise</u>

(a) <u>Notice</u>. The Participant may exercise part or all of vested Options under this Agreement by giving the Company or its delegate written notice of intent to exercise, specifying the number of shares of Company Stock as to which the Options are to be exercised and such other information as the Company or its delegate may require.

(b) <u>Payment</u>. At such time as the Company shall determine, the Participant shall pay the Exercise Price (i) by personal check, cashier's check or money order, (ii) unless the Company determines otherwise, by delivering shares of Company Common Stock owned by the Participant, (iii) by payment through a broker in accordance with procedures permitted by Regulation T of the Federal Reserve Board, (iv) by surrendering shares of Company Common Stock subject to the exercisable Option for an appreciation distribution payable in shares of with a Fair Market Value on the date of exercise equal to the dollar amount by which the then Fair Market Value of the Shares subject to the surrendered portion exceeds the aggregate Exercise Price payable for the Shares ("net exercise"), or (v) by such other method as the Company may approve, to the extent permitted by applicable law. The Company may impose from time to time such limitations as it deems appropriate on the use of shares of Company stock to exercise the Option.

(c) <u>Company rights</u>. The obligation of the Company to deliver shares upon exercise of the Option shall be subject to all applicable laws, rules, and regulations and such approvals by governmental agencies as may be deemed appropriate by the Committee, including such actions as Company counsel shall deem necessary or appropriate to comply with relevant securities laws and regulations.

(d) <u>Taxes</u>. All obligations of the Company under this Agreement shall be subject to the rights of the Employer as set forth in the Plan to withhold shares or other amounts required to be withheld for any taxes. The Participant shall be required to pay to the Employer, or make other arrangements satisfactory to the Employer to provide for the payment of, any federal, state, local or other taxes that the Employer is required to withhold with respect to the Option. The Participant may elect to satisfy any tax withholding obligation of the Employer with respect to the Option by having Shares withheld to satisfy the applicable withholding tax rate for federal (including FICA), state, local and other tax liabilities. Unless the Company determines otherwise, share withholding for taxes shall not exceed the Participant's minimum applicable tax withholding amount. By accepting this Award, the Employee expressly consents to the Company's and/or Employer's rights to take all such actions permitted by the Plan as may be necessary or appropriate to satisfy any such withholding obligations with respect to the Options pursuant any foreign, federal, state or local taxes.

(e) <u>Restrictions on Exercise</u>. Except as the Committee may otherwise permit pursuant to the Plan, only the Employee may exercise the Option during the Employee lifetime and, after the Employee's death, the Option shall be exercisable (subject to the limitations specified in the Plan) solely by the legal representatives of the Participant, or by the person who acquires the right to exercise the Option by will or by the laws of descent and distribution, to the extent that the Option is exercisable pursuant to this Agreement. An Option shall not be exercisable unless the holder provides to the satisfaction of the Committee that the holder is entitled to exercise the Option.

(f) <u>Termination of Option</u>. Upon exercise, the Option will terminate and cease to be outstanding.

<u>OTHER TERMS</u>

5. <u>Rights of a Shareholder</u>. The Employee shall have no rights as a shareholder with respect to any shares covered by this Agreement until the date of issuance of a stock certificate to him for such shares. Except as otherwise provided herein, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such stock certificate is issued.

6. <u>Non-Assignability</u>. An Option shall not be assignable or transferable by Employee except by will or by the laws of descent and distribution.

7. <u>General Restrictions</u>. If at any time the Committee or its authorized delegate, as applicable, shall determine, in its discretion, that the listing, registration or qualification of any shares subject to this Agreement upon any securities exchange or under any state or Federal law, or the consent or approval of any government regulatory body, is necessary or desirable as a condition of, or in connection with, the awarding of the Options or the issue or purchase of shares hereunder, the certificates for shares may not be issued in respect of Option in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee or its authorized delegate, as applicable, and any delay caused thereby shall in no way affect the expiration date of the Options.

8. <u>Responsibility for Taxes</u>. Employee acknowledges that the ultimate responsibility for Employee's Federal, state and municipal individual income taxes, the Employee's portion of social security and other payroll taxes, and any other taxes related to Employee's participation in the Plan and legally applicable to Employee, is and remains his or her responsibility and may exceed the amount actually withheld by the Company or the Employer.

9. <u>Nature of Award</u>. In accepting the award, Employee acknowledges that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time in a manner consistent with provisions of the Plan regarding Plan amendment and termination and, in addition, the Options are subject to modification and adjustment pursuant to the terms of the Plan, the award of the Options is voluntary and occasional and does not create any contractual or other right to receive future grants of Options, or benefits in lieu of Options, even if Options have been granted repeatedly in the past;

(b) all decisions with respect to future Options awards, if any, will be at the sole discretion of the Committee or its authorized delegate, as applicable;

(c) Employee's participation in the Plan shall not create a right to further employment with the Employer and shall not interfere with the ability of the Employer to terminate Employee's employment relationship at any time; further, the Options award and Employee's participation in the Plan will not be interpreted to form an employment contract or relationship with the Employer;

(d) Employee is voluntarily participating in the Plan;

(e) the Options and the shares of Common Stock subject to the Options are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Employer, and which is outside the scope of Employee's employment contract, if any;

(f) the Options and the shares of Common Stock subject to the Options are not intended to replace any pension rights or compensation;

(g) the Options and the shares of Common Stock subject to the Options are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Employer;

(h) the future value of the underlying shares of Common Stock is unknown and cannot be predicted with certainty;

(i) in consideration of the award of the Options, no claim or entitlement to compensation or damages shall arise from forfeiture of the Options, including, but not limited to, forfeiture resulting from termination of Employee's employment with the Employer (for any reason whatsoever and whether or not in breach of local labor laws) and Employee irrevocably releases the Company and the Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Employee shall be deemed irrevocably to have waived Employee's entitlement to pursue such claim; and

(k) subject to the provisions in the Plan regarding Change in Control, Options and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability.

10. No Advice Regarding Award. Neither the Company nor the Employer is providing any tax, legal or financial advice, nor is the Company or Employer making any recommendations regarding Employee's participation in the Plan, or his or her acquisition or sale of the underlying shares of Common Stock. Employee is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

11. Amendment of This Agreement. With the consent of the Employee, the Committee or its authorized delegate, as applicable, may amend this Agreement in a manner not inconsistent with the Plan.

12. Subsidiary. As used herein the term" subsidiary" shall mean any present or future corporation which would be a "subsidiary corporation" of the Company as the term is defined in Section 425 of the Internal Revenue Code of 1986 on the date of award.

13. Affiliate. As used herein the term "affiliate" shall mean any entity in which the Company has a significant equity interest, as determined by the Committee.

14. Recoupments.

(a) If an Employee or former Employee of the Employer is reasonably deemed by the Committee or its authorized delegate, as applicable, to have engaged in detrimental activity against the Employer, any awards granted to such Employee or former Employee shall be cancelled and be of no further force or effect and any payment or delivery of shares of Common Stock or other award from six months prior to such detrimental activity may be rescinded. In the event of any such rescission, the Employee shall pay to the Company the amount of any gain realized or payment received as a result of the rescinded exercise, payment or delivery, in such manner and on such terms and conditions as may be required by the Committee or its authorized delegate, as applicable. Detrimental activity may include:

(i) violating terms of a non-compete agreement with the Employer, if any;

(ii) disclosing confidential or proprietary business information of the Employer to any person or entity including but not limited to a competitor, vendor or customer without appropriate authorization from the Employer;

(iii) violating any rules, policies, procedures or guidelines of the Employer;

(iv) directly or indirectly soliciting any employee of the Employer to terminate employment with the Employer;

(v) directly or indirectly soliciting or accepting business from any customer or potential customer or encouraging any customer, potential customer or supplier of the Employer, to reduce the level of business it does with the Employer; or

(vi) engaging in any other conduct or act that is determined to be injurious, detrimental or prejudicial to any interest of the Employer.

(b) If an accounting restatement by the Company is required in order to correct any material noncompliance with financial reporting requirements under relevant securities laws, the Company will have the authority to recover from executive officers or former executive officers, whether or not still employed by the Employer, any excess incentive-based compensation (in excess of what would have been paid under the accounting restatement), including entitlement to shares, provided under this Agreement to executive officers of the Employer, that was based on such erroneous data and paid during the three-year period preceding the date on which the Company is required to prepare the accounting restatement. Notwithstanding anything herein to the contrary, the Company may implement any policy or take any action with respect to the recovery of excess incentive-based compensation, including entitlement to shares that the Company determines to be necessary or advisable in order to comply with the requirements of the Dodd-Frank Wall Street Financial Reform and Consumer Protection Act.

15. Cancellation and Rescission of Award. Without limiting the foregoing Paragraph regarding non-engagement in detrimental activity against the Employer, the Company may cancel any award provided hereunder, and rescind and recoup any exercise, award or transfer of shares of Common Stock pursuant to this award, if the Employee is not in compliance with all of the following conditions:

(a) An Employee shall not render services for any organization or engage directly or indirectly in any business which would cause the Employee to breach any of the post-employment prohibitions contained in any agreement between the Employer and the Employee.

(b) An Employee shall not, without prior written authorization from the Employer, disclose to anyone outside the Employer, or use in other than the Employer's business, any confidential information or material, as specified in any agreement between the Employer and the Employee which contains post-employment prohibitions, relating to the business of the Employer acquired by the Employee either during or after employment with the Employer.

Notwithstanding the above, the Employer does not in any manner restrict the Employee from reporting possible violations of federal, state or local laws or regulations to any governmental agency or entity. Similarly, the Employer does not in any manner restrict the Employee from participating in any proceeding or investigation by a federal, state or local government agency or entity responsible for enforcing such laws. The Employee is not required to notify the Employer that he or she has made such report or disclosure, or of his or her participation in an agency investigation or proceeding.

(c) An Employee, pursuant to any agreement between the Employer and the Employee which contains post-employment prohibitions shall disclose promptly and assign to the Employer all right, title and interest in any invention or idea, patentable or not, made or conceived by the Employee during employment with the Employer, relating in any manner to the actual or anticipated business, research or development work of the Employer, and shall do anything reasonably necessary to enable the Employer to secure a patent where appropriate in the United States and in foreign countries.

(d) Failure to comply with the provision of subparagraphs (a), (b) or (c) of this Paragraph 15 prior to, or during the six months after, any payment or delivery of Common Stock pursuant to these Options shall cause such payment or delivery to be rescinded. The Company shall notify the Employee in writing of any such rescission within two years after such payment or delivery. Within ten days after receiving such a notice from the Company, the Employee shall pay to the Company the amount of any payment received as a result of the rescinded payment or delivery pursuant to an award. Such payment to the Company by the Employee shall be made either in cash or by returning to the Company the number of shares of Common Stock that the Employee received in connection with the rescinded payment or delivery.

16. Notices. Notices hereunder shall be in writing and if to the Company shall be mailed to the Company at 201 Merritt 7, Norwalk, CT 06851-1056, addressed to the attention of Stock Plan Administrator, and if to the Employee shall be delivered personally or mailed to the Employee at his address as the same appears on the records of the Company.

17. Language. If Employee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

18. Electronic Delivery and Acceptance. The Company will deliver any documents related to current or future participation in the Plan by electronic means. Employee hereby consents to receive such documents by electronic delivery, and agrees to participate in the Plan and be bound by the terms and conditions of this Agreement, through an on-line or electronic system established and maintained by the Company or a third party designated by the Company. Electronic acceptance by the Employee is required and the award will be cancelled for any Employee who fails to comply with the Company's acceptance requirement within six months of the effective date of the award.

19. Interpretation of This Agreement. The Committee or its authorized delegate, as applicable, shall have the authority to interpret the Plan and this Agreement and to take whatever administrative actions, including correction of administrative errors in the awards subject to this Agreement and in this Agreement, as the Committee or its authorized delegate, as applicable, in its sole good faith judgment shall determine to be advisable. All decisions, interpretations and administrative actions made by the Committee or its authorized delegate, as applicable, hereunder or under the Plan shall be binding and conclusive on the Company and the Employee. In the event there is inconsistency between the provisions of this Agreement and of the Plan, the provisions of the Plan shall govern.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the Company and to the extent provided in Paragraph 5 to the personal representatives, legatees and heirs of the Employee.

21. Governing Law and Venue. The validity, construction and effect of the Agreement and any actions taken under or relating to this Agreement shall be determined in accordance with the laws of the state of New York and applicable Federal law.

This grant is made and/or administered in the United States. For purposes of litigating any dispute that arises under this grant or the Agreement the parties hereby submit to and consent to the jurisdiction of the state of New York, agree that such litigation shall be conducted in the courts of Monroe County, New York, or the federal courts for the United States for the Western District of New York.

22. Severability. In case any provision in the Agreement, or in any other instrument referred to herein, shall become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions in the Agreement, or in any other instrument referred to herein, shall not in any way be affected or impaired thereby.

23. Integration of Terms. Except as otherwise provided in this Agreement, this Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all oral statements and prior writings with respect thereto.

24. Appendix for Non-U.S. Countries. Notwithstanding any provisions in this Agreement, the Option award shall be subject to any special terms and conditions set forth in any appendix to this Agreement for Employee's country (the "Appendix"). Moreover, if Employee relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to Employee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Appendix constitutes part of this Agreement.

25. Imposition of Other Requirements. The Committee or its authorized delegate, as applicable, reserves the right to impose other requirements on Employee's participation in the Plan, on the Options and on any shares of Common Stock acquired under the Plan, to the extent the Committee or its authorized delegate, as applicable, determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

IN WITNESS WHEREOF, the Company has executed this Agreement as of the day and year set forth on the Award Summary.

XEROX CORPORATION

By: ____________________________
Signature

Exhibit 10(i)

PERSONAL & CONFIDENTIAL

June 8, 2018

Steven J. Bandrowczak

John Visentin
Vice Chairman and
Chief Executive Officer

Xerox Corporation
201 Merritt 7
Norwalk, CT 06851

Dear Steve,

I am pleased to offer you the position of President and Chief Operations Officer, subject to Board approval. This role will report to me in Norwalk, Connecticut and your start date will be June 25, 2018. Your starting base salary for this position will be paid monthly at the annualized rate of $525,000.

You will be eligible to participate in our Annual Performance Incentive Plan (APIP) at an annualized target level of 100% of salary with a payout range of 0 to 2 times target. This plan pays annually based upon the results of both Xerox and your own individual results. Your participation will be prorated for time for 2018.

You will also be eligible to participate in the Executive Long Term Incentive Program (E-LTIP). Your 2019 award will have a target value of $1,750,000. This award will be delivered during the annual cycle in 2019 and will vest between one and three years from the date of grant. Your 2018 award will be prorated at the time of your arrival and will be at the value of $1,312,500 at grant. This grant will occur on the first quarterly grant date following your hire date. Details of these awards will be provided to you upon grant.

<u>Sign-On Cash and Long-Term Incentive Awards</u>

- You will receive a cash sign-on award of $300,000 within 30 days of hire. Should you voluntarily resign prior to the second anniversary of your hire date, you will be required to pay back the full amount to Xerox.
- You will receive a 2018 Restricted Stock Unit (“RSU”) sign-on award with a value of $2,200,000 at the time of initial grant. The grant will occur on the next quarterly grant date following your date of hire and the actual number of RSUs will be based on the closing price of Xerox common stock on the grant date (value divided by stock price). These RSUs will vest 100% on the second anniversary of grant.

As a Corporate Officer of Xerox, you will also be eligible for the following programs:

- Financial Planning assistance up to $10,000 every two years
- Eligibility for vacation totaling four weeks per year
- Participation in the Xerox Universal Life Insurance Program (XUL) for executives that provides a benefit of three times your annual base salary.

As a Corporate Officer ("Executive Officer") as defined, you will be subject to Securities and Exchange Commission (SEC) reporting requirements and to the SEC's rules related to the valuation and disclosure of executive compensation perquisites. You will receive communications on these topics directly from the Secretary of the Company.

You are also eligible for a severance arrangement if your employment is terminated by Xerox for any reason (other than for cause) as defined herein. Severance benefits will be the equivalent of twelve months of your annual base salary and paid in accordance with our regularly scheduled payroll. In addition, subject to Board approval, you will be provided with a change-in-control agreement that provides for certain payments in the event of involuntary termination not for cause following the occurrence of a change-in-control. The payment of any severance benefits will be contingent upon your execution of both a general release of all claims and an agreement not to engage in detrimental activity as determined by the Company upon your termination.

You will be expected to sign a company provided non-compete/non-solicitation agreement as a condition of your employment. In addition, your role has a requirement to accumulate and maintain a target ownership level in Xerox stock of three times base salary.

The Xerox Total Pay philosophy recognizes that pay is more than just your salary. On your start date, you will be eligible to participate in a comprehensive benefits package that includes medical, dental, vision care, disability, life and accident insurance. Xerox also offers a 401(k) savings plan, which currently includes a dollar-for-dollar company match of 3%. In addition, Xerox offers a supplemental savings plan. When eligible, under this plan, you may defer 3% of your applicable compensation in excess of the IRS limit, which will be matched dollar-for-dollar.

Xerox respects and expects you to honor all of your obligations to your current and former employers. Should you accept this offer of employment, Xerox directs you not to use or disclose any confidential or proprietary information of any former employer in the course of your duties to Xerox. If you accept the offer and begin work at Xerox, and at any time, you feel you would need to use confidential information of a prior employer to perform your Xerox job duties, please notify the Xerox General Counsel and Corporate Secretary. Your Xerox job duties will be revised appropriately.

This offer will remain in effect through June 15, 2018. This offer is also contingent upon your signing of a release for pre-employment background checks (criminal, credit etc.), your signing of a Proprietary Information and Conflict of Interest Agreement and a Non-Compete Agreement, your successfully passing a pre-employment drug-screening test and our receipt of satisfactory responses to appropriate reference checks.

You will receive a separate email with instructions to go into our onboarding website where you will be presented with the option to accept or decline your offer. If you choose to accept the offer, the system will present several pre-employment tasks and forms, including an email to the Background Investigation Authorization form, the Background Investigation Disclosure form and the Drug Screening Consent form. Please respond immediately to the items that are presented as completion of the tasks will progress you through the hiring process. **The drug screening test must be completed within three business days of the offer letter date**. Failure to do so may result in this offer being rescinded.

We look forward to your acceptance of this offer; we believe that you will make significant contributions to the Corporation. If you have any questions, please feel free to contact Darrell Ford.

Sincerely,

/s/ John Visentin

John Visentin
Vice Chairman and
Chief Executive Officer

Should you choose to join Xerox, your employment is governed by the traditional legal principle of employment at will. This means that either you or Xerox can terminate the employment relationship at any time, for any reason, with or without cause, and with or without advance notice. This offer letter is not a contract of employment and does not guarantee future employment for any fixed duration. To meet its business needs in changing conditions, Xerox reserves the right to unilaterally change or terminate any of its benefit programs subject to applicable law.

EXHIBIT 21

SUBSIDIARIES OF XEROX CORPORATION

The following companies are subsidiaries of Xerox Corporation as of December 31, 2018. Unless otherwise noted, a subsidiary is a company in which Xerox Corporation or a subsidiary of Xerox Corporation holds 50% or more of the voting stock. The names of other subsidiaries have been omitted as they would not, if considered in the aggregate as a single subsidiary, constitute a significant subsidiary:

American Photocopy Equipment Company of Pittsburgh, LLC	Delaware
Berney Office Solutions, LLC	Alabama
Capitol Office Solutions, LLC	Delaware
Global Imaging Systems, Inc.	Delaware
Arizona Office Technologies, Inc.	Arizona
ASI Business Solutions, LLC	Texas
Carolina Office Systems, Inc.	South Carolina
G-Five, Inc.	South Carolina
Carr Business Systems, Inc.	New York
Chicago Office Technology Group, Inc.	Illinois
ComDoc, Inc.	Ohio
Connecticut Business Systems, LLC	Delaware
Conway Technology Group, LLC	New Hampshire
Eastern Managed Print Network, LLC	New York
Northeast Office Systems, LLC	Massachusetts
CTX Business Solutions, Inc.	Oregon
Dahill Office Technology Corporation	Texas
Denitech Corporation	Texas
Elan Marketing, Inc.	Nevada
Electronic Systems, Inc.	Virginia
GDP Technologies, Inc.	Georgia
Global PR Corporation	Illinois
ImageQuest, Inc.	Kansas
Image Technology Specialists, Inc.	Massachusetts
Inland Business Machines, Inc.	California
Integrity One Technologies, Inc.	Indiana
IOS Technology Group, Inc.	Texas
Lucas Business Systems, Inc.	Delaware
Lewan & Associates, Inc.	Colorado
LRI, LLC	Iowa
Merizon Group Incorporated	Wisconsin
Michigan Office Solutions, Inc.	Michigan
Minnesota Office Technology Group, Inc.	Minnesota
Mr. Copy, Inc.	California
MRC Smart Technology Solutions, Inc.	California
MWB Copy Products, Inc.	California
SoCal Office Technologies, Inc.	California
MT Business Holdings, Inc.	Ohio
MT Business Technologies, Inc.	Ohio
Office Products, Inc./Cleveland	Ohio
Office Products, Inc./Columbus	Ohio
Office Products, Inc./Toledo	Ohio
Precision Copier Service, Inc.	Nevada
Quality Business Systems, Inc.	Washington
Boise Office Equipment, Inc.	Idaho
R. K. Dixon Company	Iowa
Saxon Business Systems, Inc.	Florida
Stewart of Alabama, Inc.	Alabama

Zeno Office Solutions, Inc.	Florida
Zoom Imaging Solutions, Inc.	California
Gyricon, LLC	Delaware
Institute for Research on Learning	Delaware
NewField Information Technology LLC	Pennsylvania
Pacific Services and Development Corporation	Delaware
Palo Alto Research Center Incorporated	Delaware
PARC China Holdings, Inc.	Delaware
Stewart Business Systems, LLC	New Jersey
The Xerox Foundation	Delaware
Xerox Argentina Industrial y Comercial S.A.	Argentina
Xerox Canada N.S. ULC	Canada
Xerox Capital LLC	Turks & Caicos Islands
Xerox de Chile S.A.	Chile
Xerox DNHC LLC	Delaware
Xerox del Ecuador, S.A.	Ecuador
Xerox Equipment Limited	Bermuda
Xerox Financial Services LLC	Delaware
Xerox Foreign Sales Corporation	Barbados
Xerox Foreign Holdings LLC	Delaware
Xerox Holdings, Inc.	Delaware
Talegen Holdings, Inc.	Delaware
Xerox International Joint Marketing, Inc.	Delaware
Xerox International Partners	California
Xerox Investments Europe B.V.	Netherlands
XC Global Trading B.V.	Netherlands
XC Trading Singapore Pte Ltd.	Singapore
XC Trading Hong Kong Limited	Hong Kong
XC Trading Japan G.K.	Japan
XC Trading Korea YH	Korea
XC Trading Malaysia Sdn. Bhd.	Malaysia
XC Trading Shenzhen Co., Ltd.	China
Xerox Developing Markets Limited	Bermuda
Xerox Equipment UK Limited	United Kingdom
Xerox Holdings (Ireland) Limited	Ireland
Xerox (Europe) Limited	Ireland
Xerox Xf Holdings (Ireland) DAC	Ireland
Xerox Finance (Ireland) Limited	United Kingdom
Xerox Israel Ltd.	Israel
Xerox Middle East Investments (Bermuda) Limited	Bermuda
Bessemer Insurance Limited	Bermuda
Reprographics Egypt Limited	Egypt
Xerox Egypt S.A.E.	Egypt
Xerox Finance Leasing S.A.E.	Egypt
Xerox Maroc S.A.	Morocco
Xerox Products Limited	Bermuda
Xerox Technology Services India LLP	India
Xerox Products UK Limited	United Kingdom
Xerox UK Holdings Limited	United Kingdom
Triton Business Finance Limited	United Kingdom
Xerox Trading Enterprises Limited	United Kingdom
Xerox Overseas Holdings Limited	United Kingdom
Xerox Business Equipment Limited	United Kingdom
Xerox Computer Services Limited	United Kingdom

Xerox Mailing Systems Limited	United Kingdom
Xerox Limited	United Kingdom
Continua Limited	United Kingdom
Continua Sanctum Limited	United Kingdom
Limited Liability Company Xerox (C.I.S.)	Russia
NewField Information Technology Limited	United Kingdom
The Xerox (UK) Trust	United Kingdom
Xerox AS	Norway
Xerox Austria GmbH	Austria
Xerox Global Services GmbH	Austria
Xerox Leasing GmbH	Austria
Xerox Bulgaria EOOD	Bulgaria
Xerox Büro Araçlari Servis ve Ticaret Ltd. Sti	Turkey
Xerox Canada Inc.	Ontario
Xerox (Barbados) SRL	Barbados
Xerox Canada Ltd.	Canada
LaserNetworks Inc.	Ontario
Xerox Financial Services Canada Ltd.	Ontario
Xerox Capital (Europe) Limited	United Kingdom
Concept Group Limited	Scotland
Xerox IBS NI Limited	Northern Ireland
Xerox IBS Limited	Republic of Ireland
Xerox (Ireland) Limited	Ireland
Xerox AG	Switzerland
Xerox A/S	Denmark
Xerox Financial Services Danmark A/S	Denmark
Xerox Finance AG	Switzerland
Xerox Manufacturing (Nederland) B.V.	Netherlands
Xerox (Nederland) BV	Netherlands
Xerox Financial Services B.V.	Netherlands
Xerox Servicios Compartidos Guatemala	Guatemala
Xerox Sverige AB	Sweden
Xerox (UK) Limited	United Kingdom
Bessemer Trust Limited	United Kingdom
Xerox Finance Limited	United Kingdom
Xerox Distributor Operations Limited	United Kingdom
XEROX CZECH REPUBLIC s r.o.	Czech Republic
Xerox Espana, S.A.U.	Spain
Xerox Renting S.A.U.	Spain
Xerox Exports Limited	United Kingdom
Xerox Financial Services Belux NV	Belgium
Xerox Financial Services Norway AS	Norway
Xerox Financial Services Sverige AB	Sweden
Xerox Hellas AEE	Greece
Xerox Holding Deutschland GmbH	Germany
Xerox GmbH	Germany
Xerox Dienstleistungsgesellschaft GmbH	Germany
Xerox Leasing Deutschland GmbH	Germany
Xerox Reprographische Services GmbH	Germany
Xerox Hungary Trading Limited	Hungary
Xerox India Limited	India
Xerox Kazakhstan Limited Liability Partnership	Kazakhstan
Xerox N.V.	Belgium
Xerox Luxembourg SA	Luxembourg

Xerox Oy	Finland
Xerox Financial Services Finland Oy	Finland
Xerox Pensions Limited	United Kingdom
Xerox Polska Sp. z o. o	Poland
Xerox Portugal Equipamentos de Escritorio, Limitada	Portugal
CREDITEX - Aluguer de Equipamentos S.A.	Portugal
Xerox Professional Services Limited	United Kingdom
Xerox (Romania) Echipmante Si Servici S.A.	Romania
Xerox S.A.S.	France
Affiliated Computer Services Holdings (France) S.A.S.	France
Impika SAS	France
Xerox Financial Services SAS	France
Xerox Technology Services SAS	France
Xerox Serviços e Participações Ltda	Brazil
Xerox Comércio e Indústria Ltda	Brazil
Xerox Shared Services Romania SRL	Romania
Xerox Slovenia d.o.o.	Slovenia
Xerox S.p.A.	Italy
Xerox Italia Rental Services Srl	Italy
Xerox Telebusiness GmbH	Germany
Xerox (Ukraine) Ltd LLC	Ukraine
Xerox XHB Limited	Bermuda
Xerox XIB Limited	Bermuda
XRO Limited	United Kingdom
Nemo (AKS) Limited	United Kingdom
XRI Limited	United Kingdom
RRXH Limited	United Kingdom
RRXO Limited	United Kingdom
RRXIL Limited	United Kingdom
Veenman B.V.	Netherlands
Veenman Financial Services B.V.	Netherlands
Xerox Latinamerican Holdings, Inc.	Delaware
Xerox Lease Receivables I, LLC	Delaware
Xerox Lease Receivables 2012-2 LLC	Delaware
Xerox Lease Receivables 2013-1 LLC	Delaware
Xerox Overseas, Inc.	Delaware
XC Asia LLC	Delaware
Xerox del Peru, S.A.	Peru
Xerox Realty Corporation	Delaware
Xerox Trinidad Limited	Trinidad
XESystems Foreign Sales Corporation	Barbados
XMPie Inc.	Delaware
XMPie, Ltd.	Israel

EXHIBIT 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (333-219773) and Form S-8 (Nos. 333-187663, 333-189290, 333-167922, 333-162639, 333-164766) of Xerox Corporation of our report dated February 25, 2019 relating to the consolidated financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PRICEWATERHOUSECOOPERS LLP

PricewaterhouseCoopers LLP
Stamford, Connecticut
February 25, 2019

EXHIBIT 31(a)

CEO CERTIFICATIONS

I, Giovanni Visentin, certify that:

1. I have reviewed this Annual Report on Form 10-K of Xerox Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 25, 2019

/S/ GIOVANNI VISENTIN

Giovanni Visentin
Principal Executive Officer

EXHIBIT 31(b)

CFO CERTIFICATIONS

I, William F. Osbourn, Jr., certify that:

1. I have reviewed this Annual Report on Form 10-K of Xerox Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

February 25, 2019

/S/ WILLIAM F. OSBOURN, JR.

William F. Osbourn, Jr.
Principal Financial Officer

EXHIBIT 32

CERTIFICATION OF CEO AND CFO PURSUANT TO 18 U.S.C. § 1350, AS ADOPTED PURSUANT TO § 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Form 10-K of Xerox Corporation, a New York corporation (the "Company"), for the year ended December 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Giovanni Visentin, Vice Chairman and Chief Executive Officer of the Company, and William F. Osbourn, Jr., Executive Vice President and Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, to the best of his/her knowledge, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/S/ GIOVANNI VISENTIN

Giovanni Visentin
Chief Executive Officer

February 25, 2019

/S/ WILLIAM F. OSBOURN, JR.

William F. Osbourn, Jr.
Chief Financial Officer

February 25, 2019

This certification accompanies this Report pursuant to § 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of § 18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement required by § 906 has been provided to Xerox Corporation and will be retained by Xerox Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

THA - Toll Highway Authority

41001 14651

Purchase Order

Purchase Order Number
19-557THA-ADMIN-P-11789
Master Contract? N
Contract/Ob #:

VENDOR

Vendor Number: V00004988
Xerox Corporation

5500 Pearl Street
Rosemont, IL 60018
lisa.perkins@xerox.com
(502) 410-8679

SHIP TO

Ship To - CA
2700 Ogden Avenue
Central Administration
Downers Grove, IL 60515
US
Email:
(630) 241-6800

BILL TO

Contract Administrator
PO Box 3094
Lisle, IL 60532-8094
US
Email: ProInvoices@getipass.com
(630) 241-6800

VENDOR INSTRUCTIONS:
PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:
--Initial Purchase Order/Contract - All parties, including the State and vendor, must fully execute the contract in its entirety.
--Release from an existing Purchase Order/Contract - The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy. Note, for any additional requirements see specific State Agency instruction.

PURCHASE ORDERS REQUIREMENTS - OTHER PURCHASING ENTITIES
--Please see specific requirements provided by the purchasing entity.

Shipping Method:
Shipping Terms:
Solicitation (Bid) No.: 19-557THA-ADMIN-B-8637
Contract Begin Date: 09/1/2019 Contract End Date: 08/31/2021

Freight Terms:
Payment Terms: NA
Delivery Calendar Day(s) A.R.O.: 15

Item # 1
Class-Item 939-27

Monthly maintenance for copiers from 9/1/2019-8/31/2021

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
24.00	$ 2,684.15	MON	0.00 %	$ 0.00		$ 0.00	$ 0.00	$ 64,419.60

TAX:	$ 0.00
FREIGHT:	$ 0.00
TOTAL:	$ 64,419.60

The undersigned agree to the Terms and Conditions as acknowledged by the Vendor and maintained in the State of Illinois' e-procurement system. This agreement consists of all terms as maintained in the state's e-procurement system inclusive of attached documents. The Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest are true and accurate as of the date of the Vendor's execution of this Agreement. State documents will prevail in the event of a conflict between State and Vendor documents and information. The undersigned agree to the Terms and Conditions of this agreement:

OFFICIAL SIGNATURES:

APPROVED
By: Sonja Wolniakowski
Phone#: (630) 241-6800
BUYER

Vendor Name: ______________________

Vendor Signature: ______________________

Printed Name: ______________________

Title: ______________________

Phone #: ______________________

Email: ______________________

Date: ______________________

State of Illinois Agency or Other Purchasing Entity
Procuring State Agency or Entity: Illinois State Toll Highway Authority

Official Signature: [redacted]

Printed Name: José R. Alvarez

Title: Executive Director

Designee Signature: [redacted]

Printed Name: John Donato

Title: Chief of Procurement

Date: 8/26/19

Legal Signature: ______________________

Printed Name: ______________________

Title: ______________________

Date: ______________________

Fiscal Signature: ______________________

Printed Name: ______________________

Title: ______________________

Date: ______________________

FOR STATE OF ILLINOIS USE ONLY:

Acq. Type: ____________ Source Sel. Method: ____________
Using Agency Funding Source: ____________
Detailed Expenditure Object Code: ____________
Approp. Acct Code: ____________
Award Code: ____________
Original Proc. Method: ____________
Subcontractors Disclosed: ____________
Subcontractors Utilized: ____________
Publication Date: ____________ Financing Needed: ____________
IPG Cert/Disclosure Yes ________ No ____________