

MAINTENANCE AGREEMENT

Full Legal Name

Customer Name (Bill to) The School District of Palm
 DBA/Name Overflow Beach County
 Street Address 3348 Forest Hill Blv
 Box#/Routing
 City, State West Palm Beach, Fl
 Zip Code 33406-5869
 Tax ID#

Customer Name (Install) The School District of Palm
 DBA/Name Overflow (if req'd) Beach County
 Installed at Street Address 3348 Forest Hill Blv
 Floor/Room/Routing Attn: Joyce Smith
 City, State West Palm Beach, Fl
 Zip Code 33406-5869
 County Installed In
 Customer Requested Install Date

Check all that apply

- Assoc./Coop. Name: _____
- Negotiated Contract #: _____
- DSA Contract #: _____
- Attached Customer P.O. #: Maint.: _____
- State or Local Government Customer

Replacement/Modification of Prior Xerox Agreement

Agreement covering Xerox Equipment Serial# (or 95#): _____
 is hereby modified replaced Effective Date: _____
 Comments: _____

Maintenance Information

Maintenance Term : 36 months
 Supplies included in Base/Print Charges

Equipment (with serial number)	Equipment Purchased from: (Xerox, broker name, last title holder)	Inspection Required
G6U1200112		<input type="checkbox"/> Y <input type="checkbox"/> N
1)KW2		<input type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input type="checkbox"/> N

Maintenance Agreement Price Information

Periodic Base Charge	\$	1799.41
Print Charge Meter 1:		
Prints 1 -	\$	0.0057
Prints -	\$	
Prints -	\$	
Print Charge Meter 2:		
Prints 1 -	\$	
Prints -	\$	

Adjustment Period

Period A - Mos. Affected: _____

Periodic Base Charge	\$	
Print Charge Meter 1:		
Prints 1 -	\$	
Prints -	\$	
Prints -	\$	
Print Charge Meter 2:		
Prints 1 -	\$	
Prints -	\$	

Periodic Min.# of Prints
 (based on Meter 1 Print Charges) _____

Periodic Min.# of Prints
 (based on Meter 1 Print Charges) _____

Purchased Supplies

Reorder #	Qty	Description	Price
			\$
			\$
			\$
			\$
			\$
		Total Price =	\$

Application Software

Software Title	Initial License Fee	Annual Renewal Fee
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total Initial License Fees =	\$	

Agreement Presented By:

Xerox Name: _____ Phone: _____

FOR AUTHORIZED HQ INTERNAL USE ONLY:

Accepted: _____ Xerox Corporation

By: _____
 (Signature of Authorized Signer)

Title: _____ Date: _____

Worksheet: _____ Unit: _____

www.xerox.com

K-16 Billing

Suspension
 (check 1 as required)
 Months affected
 June only
 July only
 August only
 June - July
 July - August

Additional Options (check all that apply)

- Run Length Plan Fixed Price Plan
- Per-Foot Pricing Quarterly Bill Plan
- Extended Service Hours:
 Description: 3X7 : Z33 / \$ 990 mo.
- Std. Maint. Agrmt.: \$ _____ / year
- Attached Addenda: _____
- Other Addenda: _____

CUSTOMER ACKNOWLEDGES RECEIPT OF THE TERMS OF THIS AGREEMENT (CONSISTING OF 4 PAGES INCLUDING THIS FACE PAGE)

Auth. Signer Name: _____
 (Please Print Name of Authorized Signer)

Signature: X _____ Date: _____
 (Signature of Authorized Signer)

Auth. Signer Title: _____ Phone: _____

E-Mail: _____

Tax Exempt (*Must attach Sales Tax Exemption Certificate)

**Approved As To Form
 And Legal Sufficiency**

JLC 11/3/05

MAINTENANCE AGREEMENT

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Check all that apply

- Assoc./Coop. Name: _____
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- State or Local Government Customer

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Agreement covering Xerox Equipment Serial# (or 95#): _____
 is hereby modified replaced Effective Date: _____

Comments: _____

Maintenance Information

Maintenance Term : _____ 36 months

Supplies included in Base/Print Charges

Equipment (with serial number)	Equipment Purchased from: (Xerox, broker name, last title holder)	Inspection Required
1MV011014		<input type="checkbox"/> Y <input type="checkbox"/> N
1)4W6 1)ONLIN42		<input type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input type="checkbox"/> N

Maintenance Agreement Price Information

Adjustment Period

Periodic Base Charge	\$ 1799.41
Print Charge Meter 1:	
Prints 1 -	\$ 0.0057
Prints -	\$
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$

Period A - Mos. Affected:	-
Periodic Base Charge	\$
Print Charge Meter 1:	
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$

Periodic Min.# of Prints (based on Meter 1 Print Charges) _____

Periodic Min.# of Prints (based on Meter 1 Print Charges) _____

Purchased Supplies

Reorder #	Qty	Description	Price
			\$
			\$
			\$
			\$
			\$
		Total Price =	\$

Application Software

Software Title	Initial License Fee	Annual Renewal Fee
		<input type="checkbox"/> Support Only
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total Initial License Fees =	\$	

K-16 Billing

Suspension

(check 1 as required)

Months affected

- June only
- July only
- August only
- June - July
- July - August

Additional Options (check all that apply)

- Run Length Plan Fixed Price Plan
- Per-Foot Pricing Quarterly Bill Plan

Extended Service Hours:

Description: 3X7 : Z33 / \$ 990 mo.

Std. Maint. Agrmt.: \$ _____ / year

Attached Addenda: _____

Other Addenda: _____

Agreement Presented By:

Xerox Name: _____ Phone: _____

FOR AUTHORIZED HQ INTERNAL USE ONLY:

Accepted: _____ Xerox Corporation

By: _____ (Signature of Authorized Signer)

Title: _____ Date: _____

Worksheet: _____ Unit: _____

www.xerox.com

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Auth. Signer Name: _____

(Please Print Name of Authorized Signer)

Signature: X _____ Date: _____

(Signature of Authorized Signer)

Auth. Signer Title: _____ Phone: _____

E-Mail: _____

Tax Exempt (*Must attach Sales Tax Exemption Certificate)

[Handwritten Signature] 11/3/05

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Agreement covering Xerox Equipment Serial# (or 95#): _____
 is hereby modified replaced Effective Date: _____
 Comments: _____

Maintenance Information

Maintenance Term : 36 months
 Supplies included in Base/Print Charges

Equipment (with serial number)	Equipment Purchased from: (Xerox, broker name, last title holder)	Inspection Required
VF5541506		<input type="checkbox"/> Y <input type="checkbox"/> N
1)100ENET 1)H8Y		<input type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input type="checkbox"/> N

Maintenance Agreement Price Information

Periodic Base Charge	\$ 194.67
Print Charge Meter 1:	
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$

Adjustment Period

Period A - Mos. Affected: -

Periodic Base Charge	\$
Print Charge Meter 1:	
Prints 1 -	\$
Prints -	\$
Prints -	\$
Print Charge Meter 2:	
Prints 1 -	\$
Prints -	\$

Periodic Min.# of Prints
 (based on Meter 1 Print Charges) _____

Periodic Min.# of Prints
 (based on Meter 1 Print Charges) _____

Purchased Supplies

Reorder #	Qty	Description	Price
			\$
			\$
			\$
			\$
			\$
		Total Price =	\$

Application Software

Software Title	Initial License Fee	Annual Renewal Fee
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total Initial License Fees =	\$	\$

Agreement Presented By:

Xerox Name: _____ Phone: _____

FOR AUTHORIZED HQ INTERNAL USE ONLY:

Accepted: _____ Xerox Corporation

By: _____
 (Signature of Authorized Signer)

Title: _____ Date: _____

Worksheet: _____ Unit: _____

www.xerox.com

K-16 Billing

- Suspension**
 (check 1 as required)
 Months affected
- June only
 - July only
 - August only
 - June - July
 - July - August

Additional Options (check all that apply)

- Run Length Plan Fixed Price Plan
- Per-Foot Pricing Quarterly Bill Plan
- Extended Service Hours:
 Description: _____ / \$ _____ mo.
- Std. Maint. Agrmt.: \$ _____ / year
- Attached Addenda: _____
- Other Addenda: _____

CUSTOMER ACKNOWLEDGES RECEIPT OF THE TERMS OF THIS AGREEMENT (CONSISTING OF 4 PAGES INCLUDING THIS FACE PAGE)

Auth. Signer Name: _____
 (Please Print Name of Authorized Signer)

Signature: **X** _____ Date: _____
 (Signature of Authorized Signer)

Auth. Signer Title: _____ Phone: _____

E-Mail: _____

Tax Exempt (*Must attach Sales Tax Exemption Certificate)

**Approved As To Form
 And Legal Sufficiency**

Handwritten signature and date: 11/3/05

GENERAL TERMS: The following terms apply to all transactions:

1. **EQUIPMENT & PRODUCTS.** The term "Equipment" refers to all equipment identified on the face of this Agreement for which Xerox will be providing Basic Services. "Products" refers to all software and supplies ordered under this Agreement. You represent that the Products and Equipment are for your own business use (rather than resale) and that they will not be used for personal, household or family purposes.

2. **PAYMENT, TAXES & CREDIT HISTORY.**

A. Invoices are payable upon receipt and you agree to pay Xerox each Minimum Periodic Base Charge, all Print Charges and all other sums due as follows: (i) if the invoice displays a due date, payment is due and must be received by Xerox on or before said due date, or (ii) if the invoice does not display a due date, payment is due and must be received by Xerox no later than thirty (30) days after the invoice date. Restrictive covenants on instruments or documents submitted for or with payments you send to Xerox will not reduce your obligations.

B. You shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless you provide proof of your tax exempt status. "Taxes" shall mean any tax, assessment or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this Agreement or the amounts payable to Xerox by you for the billing of Products, Print Charges, services and maintenance of any kind; Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any taxes on Xerox's net income. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

C. You, to the extent required by applicable law, authorize Xerox (or its agent) to obtain credit reports, make such other credit inquiries as Xerox may deem necessary at any time, furnish payment history information to credit reporting agencies, and release to prospective assignees of this Agreement or any rights hereunder credit-related information Xerox has about you and this Agreement.

3. **BASIC SERVICES.** Xerox (or a designated servicer) will provide the following Basic Services under this Agreement:

A. **REPAIRS & PARTS.** Xerox will make repairs and adjustments necessary to keep Equipment in good working order. Parts required for repair may be new, reprocessed, or recovered. All parts/materials replaced, including as part of an upgrade, will become Xerox's property.

B. **HOURS & EXCLUSIONS.** Unless otherwise stated, Basic Services will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. You agree to give Xerox reasonable access to the Equipment. Basic Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox as well as any non-Xerox alterations, relocation, service, supplies, or consumables). You agree to use Equipment in accordance with, and to perform all operator maintenance procedures for Equipment as set forth in, the applicable manuals provided by Xerox.

C. **INSTALLATION SITE & METER READINGS.** The equipment installation site must conform to Xerox's published requirements throughout the term of this Agreement. If applicable, you agree to provide meter readings in the manner prescribed by Xerox. If you do not provide timely readings as required, Xerox may estimate them and bill you accordingly.

D. **EQUIPMENT REPLACEMENT.** If Xerox is unable to maintain the Equipment as described above, Xerox will, as your exclusive remedy for Xerox's failure to provide Basic Services, replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. If a replacement product is provided pursuant to this Section there will not be an additional charge for the replacement product and, except as set forth in the Section of this Agreement titled "PRICING INCREASES FOR MULTI-YEAR AGREEMENTS", there will not be an additional charge for Basic Services during the then-current term during which Basic Services are being provided.

E. **CARTRIDGE PRODUCTS.** If Xerox is providing Basic Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), and unless you have entered into a Standard Maintenance Agreement as described below, you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment.

F. **PC/WORKSTATION REQUIREMENTS.** In order to receive Basic Services and/or Software Support for equipment requiring connection to a PC or Xerox Form# 51926t&c (05/2005)

workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox's published specifications.

4. **WARRANTY DISCLAIMER & WAIVERS. XEROX DISCLAIMS, AND YOU WAIVE, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.**

5. **INTELLECTUAL PROPERTY INDEMNITY.** Xerox, at its expense, will defend you from, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights provided you promptly notify Xerox of the alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it preapproves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement-related liabilities outside the scope of this Section including, but not limited to, infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

6. **LIMITATION OF LIABILITY.** Xerox shall not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. The above-stated limitation of liability shall not be applicable to any specific indemnification obligations set forth in this Agreement. Any action you take against Xerox must be commenced within two (2) years after the event that caused it.

7. **ASSIGNMENT.**

A. If you wish to assign any rights or obligations under this Agreement, you shall provide a written notice to Xerox of such request for consent, with said notice including the name of the proposed assignee. Your request to assign this Agreement will be granted by Xerox if: (1) you are not in default under this Agreement or any other agreement with Xerox; (2) the proposed assignee agrees to the Section of this Agreement titled "PAYMENT, TAXES & CREDIT HISTORY" as applicable to it, for the purposes of the proposed assignment; (3) the proposed assignee meets Xerox's then current credit criteria for similar transactions as determined by Xerox in its sole discretion; and, (4) you and the proposed assignee execute a writing, in a form acceptable to Xerox, confirming said assignment. Assignment by you requires the written consent of Xerox and may not be accomplished by operation of law.

B. Xerox may assign this Agreement, in whole or in part, to a parent, subsidiary or affiliate of Xerox, or to a person or entity for the purposes of securitizing a pool of assets or as part of a third party financial transaction without prior notice to you; provided, however, any proposed assignment to a person or entity not identified previously in this sentence shall require your prior written consent. In the event of an assignment permitted by the preceding sentence, Xerox, without notice to you, may release information it has about you related to this Agreement. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox hereunder. You shall continue to look to Xerox for performance of Xerox's obligations, including the provision of Basic Services, and you hereby waive and release any assignees of Xerox from any such claim relating to or arising from the performance of Xerox's obligations hereunder. You shall not assert any defense, counterclaim or setoff that you may have or claim against Xerox against any assignees of Xerox. In the event of an assignment by Xerox, you shall remit payments due in accordance with remittance instructions of the assignee.

8. **CARTRIDGES.** Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration which permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge. Cartridges sold as Environmental Partnership ("EP") Cartridges remain the property of Xerox. You agree that you shall return all EP Cartridges and may return other Cartridges to Xerox, at Xerox's expense when using Xerox-supplied shipping labels, for remanufacturing once such Cartridges cease functioning.

9. **PAYMENT & BILLING FOR GOVERNMENT CUSTOMERS:** For state and local government customers, payment (including applicable Taxes) is due

within thirty (30) days of our invoice date with all maintenance charges being billed in arrears. This Agreement shall not be automatically renewed.

10. **PRICING INCREASES FOR MULTI-YEAR AGREEMENTS.** Xerox may annually increase the Minimum Periodic Base Charge and Print Charges established under your multi-year maintenance agreement, each such increase not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)

11. **COMMENCEMENT & EXPIRATION.** Maintenance Agreements will commence upon acceptance by Xerox and expire on the last day of the 12th, 24th, 36th, 48th or 60th full calendar month thereafter, as applicable.

12. **MINIMUM PERIODIC MAINTENANCE PAYMENTS.** Each Minimum Maintenance Payment includes a Periodic Base Charge, and may include a Periodic Minimum Number of Prints. Minimum Periodic Base Charges are billed in advance, with additional Print Charges billed in arrears.

13. **RENEWAL.** Unless either party provides notice at least thirty (30) days before the end of the term of its intention not to renew this Agreement, it will be automatically renewed for successive terms of the same number of months, terms and conditions and billing frequency as the original Maintenance Agreement. Pricing for this renewal term shall be at Xerox's then-current published pricing.

14. **DEFAULT & REMEDIES; LATE CHARGES & COLLECTION COSTS.**

A. For any payment not received by Xerox within ten (10) days of the due date as set forth herein, Xerox may charge, and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

B. You will be in default under this Agreement if (1) Xerox does not receive any payment within fifteen (15) days after the date it is due or (2) if you breach any other obligation hereunder. If you default, Xerox, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law); (b) the lesser of the remaining Minimum Periodic Base Charge in the Agreement's term or six (6) such payments for one-year agreements (and twelve (12) such payments for multi-year agreements); and, (c) all applicable Taxes. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. In addition, if you default under this Agreement, you agree to pay all of the costs Xerox incurs to enforce its rights against you, including reasonable attorneys' fees and actual costs.

15. **REPRESENTATIONS, WARRANTIES & COVENANTS.** Each party represents that, as of the date of this Agreement, it has the lawful power and authority to enter into this Agreement, the individuals signing this Agreement are duly authorized to do so on its behalf and, by entering this Agreement, it will not violate any law or other agreement to which it is a party. You are not aware of anything that will have a material negative effect on your ability to satisfy your payment obligations under this Agreement and all financial information you have provided, or will provide, to Xerox is true and accurate and provides a good representation of your financial condition. Each party agrees that it will promptly notify the other party in writing of a change in ownership, if it relocates its principal place of business or changes the name of its business.

16. **NOTICES.** Notices must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier, to the other party's business address, or to such other address designated by either party to the other by written notice given pursuant to this sentence. For purposes of the foregoing sentence, the term "business address" shall mean, for you, the "Bill to" address listed on the first page of this Agreement and, for Xerox, our inquiry address set forth on the most recent invoice to you.

17. **FORCE MAJEURE.** Xerox shall not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and / or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, Xerox shall undertake reasonable action to notify you of the same.

18. **MISCELLANEOUS.** This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under the laws of the State of Florida (without regard to conflict-of-law principles). You agree to the jurisdiction and venue of the federal and state courts in Palm Beach County, Florida in any action to enforce this Agreement, the parties agree to waive their right to a jury trial. If a court finds any term of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. Both parties may retain a reproduction (e.g., Xerox Form# 519261&c (05/2005)

electronic image, photocopy, facsimile) of this Agreement which shall be admissible in any action to enforce it, but only the Agreement held by Xerox shall be considered an original. Xerox may accept this Agreement either by its authorized signature or by commencing performance (e.g., initiating Basic Services, entering this Agreement into billing systems, etc.). All changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect. The following four sentences control over every other part of this Agreement and over all other documents now or later pertaining to this Agreement. We both intend to comply with applicable laws. In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Agreement, or refunded to you.

SOFTWARE TERMS: The following additional terms apply only to transactions covering Application Software and / or the maintenance of Xerox-brand Equipment:

19. **SOFTWARE LICENSE.** The following terms apply to copyrighted software and the accompanying documentation for software specifically set out as "Application Software" on the face of this Agreement. This license does not apply to copyrighted software for operating system software and accompanying documentation provided with or within Xerox-brand Equipment ("Base Software"). If you do not have a license for Base Software, you may enter into a separate license agreement with Xerox for it. This license does not apply to any Diagnostic Software nor to any software / documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

A. Xerox grants you a non-exclusive, non-transferable license to use Application Software within the United States on any single unit of equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or, (3) allow others to engage in same. Title to the Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of this Agreement's software and limitation of liability provisions). Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (i) Xerox is denied reasonable access to the Application Software to periodically reset such code; (ii) you are notified of a default under any term of this Agreement; or, (iii) your license is terminated or expires.

B. Xerox warrants that the Application Software will perform in material conformity with its published specifications for a ninety (90) day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Application Software will be free from errors or that its operation will be uninterrupted.

20. **SOFTWARE SUPPORT.** During the period that Xerox (or a designated servicer) provides Basic Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software you have licensed from Xerox under the following terms. In order to receive support for Base Software, you agree that title to the Base Software at all times remains solely with Xerox and/or Xerox's licensors and that the Base Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. You further agree that such disabling code may be activated if: (a) Xerox is denied access to the Base Software to periodically reset such code; (b) you otherwise breach any term of this Agreement or the agreement under which the Equipment was acquired; or, (c) your license is terminated or expires. For Application Software licensed pursuant to this Agreement, Xerox will provide software support under the following terms provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees).

A. Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during standard business hours to answer related questions.

Handwritten: 05/11/05
Handwritten: 05/11/05

B. Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by these Software Terms. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by these Software Terms (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available to you by Xerox, you must procure, at your expense, additional hardware and/or software from Xerox or any other entity. You agree to return or destroy all prior releases.

C. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems as specified by Xerox.

D. Xerox shall not be obligated (1) to support any Base or Application software that is two or more releases older than Xerox's most current release, or (2) to remedy coding errors if you have modified the Base or Application Software.

E. For Application Software, Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. (For state and local-government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)

21. **DIAGNOSTIC SOFTWARE.** Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. You agree that (a) your acquisition of the Equipment does not grant you a license or right to use the Diagnostic Software in any manner, and (b) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of this Agreement) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

ADDITIONAL TERMS: The following additional terms apply only to the extent that you have agreed to one or more of the options described below:

22. **CONSUMABLE SUPPLIES INCLUDED IN BASE/PRINT CHARGES.** If this option has been selected, Xerox (or a designated servicer) will provide you with black toner (excluding highlight color toner), black developer, copy Cartridges, and, if applicable, fuser ("Consumable Supplies") throughout the term of this Agreement. For full-color Equipment, Consumable Supplies shall also include, as applicable, color toner and developer. You agree that the Consumable Supplies are Xerox property until used by you, that you will use them only with the Equipment, that you will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point (at Xerox's expense when using Xerox-supplied shipping labels), and that at the end of the term of this Agreement either (a) you will return any unused Consumable Supplies to Xerox (at Xerox's expense when using Xerox-supplied shipping labels) or (b) destroy them in a manner permitted by applicable law. Should your use of Consumable Supplies exceed Xerox's published yields for these items by more than 10%, you agree that Xerox shall have the right to charge you for any such excess usage. When requested by Xerox, you agree to provide meter readings and inventory of Consumable Supplies in your possession.

23. **REPLACEMENT/MODIFICATION OF PRIOR XEROX AGREEMENT.** If this option has been selected, this Agreement will replace or modify a prior agreement between you and Xerox covering the specified equipment. If it is a replacement agreement, the prior agreement shall be null and void. If it is a modification, the prior agreement shall remain in effect except that any terms presented in this modification agreement that conflict with, or are additive to, any prior agreement shall take precedence over the prior terms for the balance of the Agreement.

24. **ADJUSTMENT PERIOD.** If this option has been selected, the amount you pay Xerox to maintain the Equipment will be adjusted in accordance with the information contained in the Adjustment Period portion of this Agreement; as a result, your initial periodic maintenance payments shall be different from those payable during the balance of this Agreement.

25. **K-16 BILLING SUSPENSION.** If this option has been selected, your Minimum Periodic Base Charges and Print Charges will be suspended each year during the months indicated. During these months, you agree not to use the Equipment and that Xerox shall not be responsible for providing Basic Services on it. If Xerox provides Basic Services during the K-16 Billing Suspension period,

you will be billed at Xerox's then-current Time and Materials ("T&M") rates for such Basic Services.

26. **RUN LENGTH PLAN.** If this option has been selected, the first ten prints of each original (per run) are recorded and billed on both meters with all subsequent prints recorded and billed on Meter A only.

27. **FIXED PRICE PLAN.** If this option has been selected, Xerox will forego its right to increase the amount you pay Xerox to maintain the Equipment throughout the initial term of this Agreement.

28. **PER-FOOT PRICING.** If this option has been selected, all Print Charges will be billed on a per-foot basis, with each linear or square foot, as applicable, equal to one print.

29. **ANNUAL CHARGE PLAN.** If this option has been selected, the Base Charge for your maintenance plan will be billed annually in advance.

30. **EXTENDED SERVICE HOURS.** If this option has been selected, Xerox will provide Basic Services during the hours indicated, with the first number establishing the number of eight-hour shifts covered and the second establishing the days of the week (e.g., 2 x 6 would provide service from 8:00 A.M. to 11:59 P.M., Monday through Saturday). The cost of this enhanced service coverage will be billed separately and, as such, is not included in your Minimum Periodic Base Charge or Print Charges.

31. **STANDARD MAINTENANCE AGREEMENT.** If this option has been selected, Xerox will provide Basic Services for the Equipment subject to your payment of the indicated annual charge (which in all cases is nonrefundable) along with a standardized per-call charge established by Xerox (which is subject to adjustment by Xerox at its discretion).

32. **ATTACHED ADDENDA.** If this option has been selected, you acknowledge that one or more specified addenda (as indicated) have been provided to you. These addenda, which provide additional terms relevant to the transactions covered hereunder, are hereby fully integrated into this Agreement.

33. **NEGOTIATED CONTRACT.** If this option has been selected, the Products identified in this Agreement are subject solely to the terms contained in (a) either (1) the identified Negotiated Contract for a maintenance transaction or (2) if there are no such terms in the Negotiated Contract, the terms set forth in this Agreement, and, if applicable and notwithstanding anything to the contrary set forth in the Negotiated Contract, (b) the "Additional Terms" portion of this Agreement for the selected option or options to the extent the subject matter of any such selected option is not addressed in the Negotiated Contract.

34. **DSA CONTRACT NUMBER.** If a DSA Contract Number has been inserted, the Basic Services and/or Products identified in this Agreement are associated with the Services being provided under the referenced Document Services Agreement ("DSA"), but such Basic Services and/or Products are subject solely to the terms contained in this Agreement.

For customer support tools to manage your account online, visit your Account Management link @ www.xerox.com