



Monthly Pricing (Cont'd)

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
2. 4595CP	\$1,339.85	1: Total	1 - 90,100 90,101+	Included \$0.0067	- Consumable Supplies Included for all prints
3. WC4250X	\$103.38	1: Meter 1	1 - 4,900 4,901+	Included \$0.0067	- Consumable Supplies Included for all prints
Total	\$2,525.52	Minimum Payments (Excluding Applicable Taxes)			



Terms and Conditions

INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

SOLUTION/SERVICES:

2. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

3. TRADE-IN EQUIPMENT. You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

4. CONSUMABLE SUPPLIES. If "Consumable Supplies" is identified in Maintenance Plan Features, Maintenance Services will include black toner (excluding highlight color toner), black developer, Cartridges, and, if applicable, fuser agent ("Consumable Supplies"). For full-color Equipment, Consumable Supplies will also include color toner and developer. For Phaser Products, Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies includes Cartridges that are furnished with pre-paid shipping labels, you will return used Cartridges to Xerox for remanufacturing. Upon expiration of this Agreement you will return to Xerox any unused Consumable Supplies that are furnished with pre-paid shipping labels and destroy all other unused Consumable Supplies. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide an inventory of Consumable Supplies in your possession.

5. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. 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 or reprocessed components. To enhance print quality, 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.

6. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services,

replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading, Xerox may estimate the reading and bill you accordingly.

7. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

8. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

9. SOFTWARE SUPPORT. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

10. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will



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not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox.

PRICING PLAN/OFFERING SELECTED:

11. TERM. The Term for each unit of Equipment will commence upon: (a) delivery of customer-installable Equipment; or (b) installation of Xerox-installable Equipment. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

12. PAYMENT. Payment must be received by Xerox within 30 days after the invoice date. Restrictive covenants on payment instruments will not reduce your obligations.

13. OTHER CHARGES. You will pay a one-time documentation fee of \$75 for this Agreement. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

14. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery and removal charges. Non-standard delivery and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.

15. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

16. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

17. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

GENERAL TERMS & CONDITIONS:

18. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOURSE FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

19. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

20. LIMITATION OF LIABILITY. Except for liability under the indemnification obligations set forth in this Agreement, Xerox will 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 will 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. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

21. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

22. FORCE MAJEURE. Xerox will 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. Xerox will notify you if such a circumstance occurs.

23. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

24. WARRANTY & FINANCE LEASE DISCLAIMERS. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

25. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, 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. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves 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 based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

26. TITLE & RISK OF LOSS. Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

27. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

28. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement



Lease Agreement

Terms and Conditions

unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is 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 Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

29. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. 4595	- Refinance of Xerox Agreement	\$15,692.00	11%	\$4,778.80
2. 4595CP	- Refinance of Xerox Agreement	\$14,037.00	11%	\$4,274.40

30. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.



Plan Summary

Configuration	Monthly Charge	Pool Print Charges			Plan Features
		Meter	Volume Band	Per Print Rate	
3 Items Modification Summary - Adding: 3 Items	\$2,525.52	1: Total	1 - 145,000 145,001+	Included \$0.0067	Maintenance Coverage - Consumable Supplies Included for all prints - Pricing Fixed for Term Administrative - Identification Number: NEW - Meters Reconciled Monthly

Item Details

Configuration	Unit Portion of Charge	Volume Included
Adding		
1. 4595	\$1,082.29	50,000
2. 4595CP	\$1,339.85	90,100
3. WC4250X	\$103.38	4,900

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: Michael Neves Phone: (973)361-0808</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business!</p> <p>This Agreement is proudly presented by Xerox and</p> <p>Alice Hu (973)540-7780</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>
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Terms and Conditions

POOLING TERMS AND CONDITIONS:

1. This Pool Plan Agreement (including the Exhibits hereto) (collectively, "Agreement") modifies certain prior agreements (the "Underlying Agreements") entered into between you and Xerox for the rental, lease or maintenance of that equipment indicated on the attached Pool Plan Pricing Exhibit (the "Pooled Equipment").

2. **POOL CREATION.** The Pool Plan is a pricing arrangement covering the Pooled Equipment, each unit of which has been assigned a specified monthly Unit Portion Charge, a designated number of prints included within the Unit Portion Charge (the "Prints Included"), and an excess usage charge for each print made beyond the Prints Included (the "Excess Rate per Print"), all of which is set out in the Pool Plan Pricing Exhibit. The individual Unit Portion Charges and Prints Included are added together to create respectively the Pool Monthly Charge and the Pool Prints Included.

3. **AMENDMENT OF UNDERLYING AGREEMENTS.** In addition to the pricing changes for the Pooled Equipment set out in the Pool Plan Pricing Exhibit, you agree that by entering into this Agreement you have amended the Underlying Agreements in the following manner:

A. **SUPPLIES INCLUDED.** All Pooled Equipment shall either have supplies included as part of the amounts you pay under the Pool Plan or not, as indicated in this Agreement. If supplies are included, they shall be provided to you by Xerox pursuant to the standard Xerox terms for such arrangements in effect throughout the course of this Agreement.

B. **FIXED PRICING.** All Pooled Equipment shall either have the pricing you pay for the rental or maintenance of that equipment fixed or not, as indicated in this Agreement. If the pricing is fixed, Xerox shall forego any rights it might have pursuant to the Underlying Agreements to increase the amount you pay to rent or maintain the Pooled Equipment throughout the initial term of each Underlying Agreement.

C. **BILLING.** Xerox shall have the right to send all bills related to the Pooled Equipment to the Address indicated on this Agreement and to send such bills in accordance with the terms established hereunder.

4. **COMMENCEMENT DATE.** The Pool Plan Commencement Date shall be the later of (a) the date of this Agreement, or (b) the install date of the first unit(s) of Pooled Equipment.

5. **BILLING OF POOL PLAN CHARGES.** The Pool Monthly Charge is billed in advance. Charges for any prints made beyond the Pool Prints Included shall be made at the Excess Rate per Print and billed in arrears at intervals consistent with the Meter Reconciliation Period established under this Agreement. Invoicing will commence upon the Pool Plan Commencement Date (regardless of whether additional installations of Pooled Equipment are anticipated). The Pool Monthly Charge and Pool Impressions Included (a) will be prorated during any given month based upon Pooled Equipment not yet installed, and (b) will be adjusted for any units of Pooled Equipment subject to a K-16 Billing Suspension arrangement. All payments are due within thirty (30) days of the invoice date or on the due date listed on the invoice, whichever is earlier.

6. **ADDITIONAL CHARGES FOR POOLED EQUIPMENT.** In addition to those payments due under this Agreement, you are responsible for the following additional payments required under the Underlying Agreements: (a) any payments stemming from the Cash Sale or Installment Sale of Pooled Equipment; (b) any premiums agreed to in exchange for Extended or Enhanced service coverage; (c) any payments stemming from charges captured on the second Meter (i.e., Meter 2) of any Pooled Equipment; (d) any Supplies and Application Software charges; and, (e) any Use Charges due on leased Pooled Equipment (unless these charges are billed exclusively through the price you pay per print in the Underlying Agreement). For purposes of this Agreement, Use Charges shall be defined as those amounts you pay Xerox for the use of any leased Pooled Equipment (as opposed to its maintenance). For details regarding the billing of any applicable Use Charges, see the attached Use Charge Pricing Exhibit.

7. **PRICING CHANGES.** Unless the Pool Pricing is fixed (as described in Section 2 above), Xerox may annually adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print, each such adjustment 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.)

8. **TAXES.** 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 due on the Pool Monthly Charge will be the sum of the applicable state and local taxes due on the individual Unit Portion Charges based upon the location of each unit of Pooled Equipment. Taxes due on prints made beyond the Pool Prints Included will be based on the applicable state and local taxes and equitably apportioned amongst the units in the Pool. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

9. **MODIFICATION OF PRIOR XEROX AGREEMENT.** If this option has been selected, this Agreement will modify a prior Pool Plan Agreement between you and Xerox covering the Pooled Equipment such that the prior agreement shall remain as written except for any new terms presented in this modification agreement (e.g., changes regarding Fixed Pricing).

10. **ADDITIONS, DELETIONS, AND CHANGES.** You may add Equipment to and/or delete Equipment from the Pool at any time, provided that the Underlying Agreements covering any Equipment added to the Pool shall be amended in accordance with the terms of this Agreement. Once an addition or deletion takes place (or an Underlying Agreement is terminated, renewed, or modified), Xerox shall have the right to equitably adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print amounts. Note that any such adjustments (as well as any other Pool Plan pricing adjustments made pursuant to this Agreement) shall allow for specific adjustments to the Unit Portion Charge, Prints Included, and Excess Rate per Print of each unit of Pooled Equipment.

11. **TERMINATION.** Either party may terminate this Agreement for its own business reasons upon 30 days written notice. In this event, and with regard to individual units of Pooled Equipment removed from the Pool Plan pursuant to Section 10 above, the Underlying Agreements shall be in full force and effect as written prior to their being amended by this Agreement except that (a) any amendments to the Underlying Agreements created under Section 2 of this Agreement shall remain in effect, and (b) the pricing for the equipment covered by the Underlying Agreements may be recalculated by Xerox as follows:

i. all Maintenance and Rental Agreements may be charged at the standard, applicable Xerox rate then in effect for you;

ii. all Lease Agreements under which you received a separate bill for the Minimum Lease Payments (i.e., those leases under which these charges were paid outside the Pool Plan) shall continue to result in one bill for the Minimum Lease Payments and a second bill for the Periodic Base Charges and all Print Charges for your leases (which may be charged at the standard, applicable Xerox rate then in effect for you); and,

iii. all Lease Agreements under which your Use Charges were billed exclusively through the price you paid per print in the Underlying Agreements may be adjusted in order to render the Periodic Base Charges and all Print Charges for your leases consistent with the standard, applicable Xerox rate then in effect for you.

12. **MISCELLANEOUS.** This Agreement constitutes the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements regarding said subject matter. Except as set forth in this Agreement, the Underlying Agreements shall remain as stated. In the event of a conflict between the terms of the Underlying Agreements and this Agreement, this Agreement shall control. Xerox may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement which shall be considered an original and shall be admissible in any action to enforce this Agreement. Xerox may accept this Agreement either by its signature or commencing performance. Other than changes regarding equipment covered and pricing, which Xerox may adjust as per your instructions and/or its rights under this Agreement, 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.