

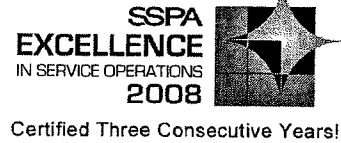


Lease Agreement

Customer: RANDOLPH TOWNSHIP BOARD OF EDUCATION

Bill To: RANDOLPH TOWNSHIP BD
 EDUCATN
 25 Schoolhouse Rd
 Randolph, NJ 07869-3112

Install: RANDOLPH SCHOOL
 DISTRICT
 511 Millbrook Ave
 Randolph, NJ 07869-3701



State or Local Government Negotiated Contract : 071823801

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	P120-MFFC (NUVERA 120 EA W/SCAN) - Operating System S/w - Imposition License - Professional Mff - Postscript & Ppml Sw - Customer Ed	Lease Term: 60 months Purchase Option: FMV	- Xerox NP135 S/N G8T100447 Trade-In as of Payment 53 - Xerox NSP135 F S/N KR2001155 Trade-In as of Payment 53	10/16/2008

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. P120-MFFC	\$2,426.40	1: Mtr A	1 - 200,000 200,001+	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term \$0.0059 x
Total	\$2,426.40	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 6 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Kerry Burke (570)992-3634 For information on your Xerox Account, go to www.xerox.com/AccountManagement		
Signer: Michael Neves	Phone: (973)361-0808			
Signature: _____	Date: _____			

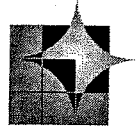


Lease Agreement

Customer RANDOLPH TOWNSHIP
Bill To: BOARD OF EDUCATION
Business Office
25 Schoolhouse Rd
Randolph, NJ 07869-3112
Negotiated Contract : 071835701

Customer RANDOLPH TOWNSHIP
Install: BOARD OF EDUCATION
Randolph High Schl
511 Millbrook Ave
Randolph, NJ 07869-3701

SSPA EXCELLENCE IN SERVICE OPERATIONS 2008



Certified Three Consecutive Years!

Solution

Table with 4 columns: Item, Product Description, Agreement Information, Trade Information, and Requested Install Date. It lists 6 items including 4112CP copiers and W5050/W5030 printers with their respective lease terms and trade-in details.

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 7 pages including this face page.

Signer: Mike Neves

Phone: (973)361-0808

Signature: _____

Date: _____

Thank You for your business! This Agreement is proudly presented by Xerox and

Alice Ching-I HU (973)540-7780

For information on your Xerox Account, go to www.xerox.com/AccountManagement





Lease Agreement

Solution (Cont'd)

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
7.	WC4118X (4118 PRT/COP/SCAN/FX) - Carrier Deliv/instal	Lease Term: 60 months Purchase Option: FMV	- Xerox 5312 S/N 4M7029188 Trade-In	10/16/2008

Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges		Maintenance Plan Features	
			Volume Band	Per Print Rate		
1.	4112CP	\$1,256.21	1: Total	1 - 50,000 50,001+	Included \$0.0072	- Consumable Supplies Included for all prints - Pricing Fixed for Term \$0.0059 x
2.	4112CP	\$1,256.21	1: Total	1 - 50,000 50,001+	Included \$0.0072	- Consumable Supplies Included for all prints - Pricing Fixed for Term \$0.0059 x
3.	W5050PH	\$287.56	1: Total	1 - 15,000 15,001+	Included \$0.0072	- Consumable Supplies Included for all prints - Pricing Fixed for Term \$0.0059 x
4.	WC4118X	\$58.54	1: Total	1 - 2,500 2,501+	Included \$0.0072	- Consumable Supplies Included for all prints - Pricing Fixed for Term \$0.0059 x
5.	WC4118X	\$58.54	1: Total	1 - 2,500 2,501+	Included \$0.0072	- Consumable Supplies Included for all prints - Pricing Fixed for Term \$0.0059 x
6.	W5030PH	\$160.42	1: Total	1 - 10,000 10,001+	Included \$0.0072	- Consumable Supplies Included for all prints - Pricing Fixed for Term \$0.0059 x
7.	WC4118X	\$58.54	1: Total	1 - 2,500 2,501+	Included \$0.0072	- Consumable Supplies Included for all prints - Pricing Fixed for Term \$0.0059 x
Total		\$3,136.02	Minimum Payments (Excluding Applicable Taxes)			



Terms and Conditions

INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. Except for Equipment identified as Previously Installed, for all Equipment delivered under this Agreement, if you are not totally satisfied with any Equipment, Xerox will, at your request, replace it without charge with an identical model or, at the option of Xerox, with a machine with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox or its authorized representatives under a Xerox express warranty or Xerox maintenance plan, and is not applicable to Equipment damaged or destroyed due to an Act of God. For Equipment designated on the face of this Agreement as "Previously Installed", this Guarantee will be effective for one (1) year following the Equipment's Installation Date. For all other Equipment, this Guarantee will be effective for three (3) years following the Equipment's Installation Date unless the Equipment is being financed by Xerox for more than three (3) years, in which event it will expire as of the end of the initial term of such financing arrangement.

SOLUTION/SERVICES:

2. PRODUCTS. "Products" shall refer collectively to all equipment (the "Equipment"), software, and supplies identified on the face of this Agreement. You represent that the Products are being ordered for your own business use (rather than resale) and that they will not be used for personal, household or family purposes.

3. CONSUMABLE SUPPLIES INCLUDED. If Consumable Supplies is identified in the Maintenance Plan Features, Maintenance Services will include black toner (excluding highlight color toner), black developer, copy Cartridges, and, if applicable, fuser ("Consumable Supplies"). For full-color Equipment, Consumable Supplies shall also include, as applicable, color toner and developer. For Products identified as "Phaser", 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. You agree that the Consumable Supplies are Xerox's 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 you will either (1) return any unused Consumable Supplies to Xerox (at Xerox's expense when using Xerox-supplied shipping labels), or (2) 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.

4. 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"), and unless you have entered into a Standard Maintenance Agreement as described herein, 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. 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 that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.

5. MAINTENANCE SERVICES. Xerox (or a designated servicer) will provide the following Maintenance Services under this Agreement (unless you are acquiring Equipment for which Xerox does not offer Maintenance Services; such Equipment to be designated as "No Svc."). Xerox will make repairs and adjustments necessary to keep Equipment in good working order. Parts required for repairs may be new, reprocessed or recovered. All parts/materials replaced, including as part of an upgrade, will become Xerox's property.

6. 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 Xerox with meter readings as required, Xerox may estimate them and bill you accordingly.

7. EQUIPMENT REPLACEMENT. If Xerox is unable to maintain the Equipment as described, Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance 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 "ANNUAL PRICE INCREASES", there will not be an additional charge for Maintenance Services during the then-current term during which Maintenance Services are being provided.

8. PC/WORKSTATION REQUIREMENTS. In order to receive Maintenance Services and/or Software Support for Equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox, or (2) meets Xerox's published specifications.

9. HOURS & EXCLUSIONS. Unless otherwise stated, Maintenance 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. Maintenance 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.

10. EQUIPMENT STATUS. Unless you are acquiring Previously Installed Equipment, Equipment will be either (1) "Newly Manufactured," which may contain some recycled components that are reconditioned; (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 both new components and recycled components that are reconditioned; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned.

11. SOFTWARE LICENSE. The following terms apply to copyrighted software and the accompanying documentation, including, but not limited to, operating system software, provided with or within the Xerox-brand Equipment acquired hereunder ("Base Software"), as well as software identified as "Application Software" on the face of this Agreement. This license does not apply to any Diagnostic Software or 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 the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this 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 Base or 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 Base and 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). Base and 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: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) you are notified of a default under any term of this Agreement; or (c) your license is terminated or expires.

B. Xerox may terminate your license for any Base Software (1) immediately if you no longer use or possess the Equipment or are a lessor of the Equipment and your first lessee no longer uses or possesses it, or (2) upon the termination of any agreement under which you have rented or leased the Equipment.

Terms and Conditions

C. If you transfer possession of the Equipment after you obtain title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights.

D. Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation 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 Base or Application Software will be free from errors or that its operation will be uninterrupted.

E. Notwithstanding anything to the contrary set forth in this Agreement, if you enter into a maintenance agreement for Equipment, such maintenance agreement does not include a license for Base Software. If you do not have a license for Base Software for Equipment, you may enter into a separate license agreement with Xerox for such Base Software.

12. SOFTWARE SUPPORT. During the period that Xerox (or a designated servicer) provides Maintenance Services for the Equipment, but in no event longer than five (5) years after Xerox stops taking orders from customers for the subject model of Equipment, Xerox (or a designated servicer) will provide software support for the Base Software under the following terms. 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 Xerox's standard working hours to answer related questions.

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 the Software License and Software Support provisions of this Agreement. 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 the Software License and Software Support provisions of this Agreement (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.

13. 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.

14. FREEFLOW(R) LICENSE. The following terms shall apply to Xerox FreeFlow Print Server™/DocuSP(R) software that is Base Software (FreeFlow Base Software) and/or Application Software identified as Xerox FreeFlow(R) software (including, but not limited to, FreeFlow Makeready(R), FreeFlow Process Manager™, FreeFlow Output Manager™, FreeFlow Web Services™, FreeFlow Document Library™, FreeFlow Prepress Suite(R), Print Shop PDF Conversion Tool, Stand Alone Quick Print, Print Manager, FreeFlow VI Suite, and Digipath(R) to FreeFlow Software Upgrade) (FreeFlow Application Software) and shall be additive to those found elsewhere in this

Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as FreeFlow Software .

A. FreeFlow Software may contain Java technology licensed from Sun Microsystems, Inc. (Sun). You may not create additional classes to, or modifications of, the Java technology, except under compatibility requirements through a separate agreement available at www.java.net. Sun supports and thanks the global community of open source developers for its important contributions. Sun benefits from this community through the open standards-based technology from which many of Sun's products were developed. Please note that portions of FreeFlow Software may be provided with notices and licenses from open source developers and other third parties that govern the use of those portions. Any licenses granted hereunder do not alter any rights and obligations you may have under such open source licenses, however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all FreeFlow Software.

B. FreeFlow Base Software may contain Intellifont Software licensed from Monotype Imaging, Inc. (Monotype). You acknowledge that title to the Intellifont Software remains at all times with Monotype and agree not to disclose the Intellifont Software to any third party without the prior written consent of Monotype and Xerox.

C. FreeFlow Software may include and/or incorporate certain software provided by Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110 (Adobe).

1. Adobe, Adobe Configurable PostScript Interpreter, Adobe Normalizer, Adobe Postscript(R)? and Adobe PDF Library (individually and collectively Adobe Licensed Software) are either registered trademarks or trademarks of Adobe in the United States and/or other countries. Any use by you of trademarks permitted hereunder shall be in accordance with accepted trademark practice, including identification of the trademark owner's name.

2. Adobe is a third party beneficiary of this Agreement to the extent that this Agreement contains provisions which relate to your use of Adobe Licensed Software. Such provisions are made expressly for the benefit of Adobe and are enforceable by Adobe in addition to Xerox.

3. You are granted the right to use (i) the digitally-encoded machine-readable outline data (Font Programs) encoded in the special format and in the encrypted form (Coded Font Programs) to produce weights, styles, and versions of letters, numerals, characters and symbols (Typefaces) on the unit(s) of Equipment with which the Coded Font Programs were provided by Xerox, or if you install FreeFlow Application Software on a computer that you supply, then only on such computer; and (ii) the trademarks used by Xerox to identify the Coded Font Programs and Typefaces only to identify printed output produced by the Coded Font Programs.

4. You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as licensed for editable embedding at www.adobe.com/type/browser/legal/embeddingeula.html, you may also embed copies of that Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

5. If you license FreeFlow Process Manager without also licensing the 100-User PDF Conversion or the Maximum-User PDF Conversion option, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes. If you have also licensed the 100-User PDF Conversion option, you may use FreeFlow Process Manager to convert files into the Adobe PDF format for a maximum of one hundred (100) users.

6. If you license FreeFlow Web Services, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes.

D. You shall not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by this Agreement; (c) use the embedded code within the FreeFlow Software outside of the equipment on which it was installed in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) publish the results of any benchmark tests of database software licensed from Oracle Corporation that is incorporated in FreeFlow Application Software; (f) use the FreeFlow Software for any purpose other than to carry out the purposes of this Agreement; or (g) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow

Terms and Conditions

Software.

E. Upon not less than forty-five (45) days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit shall be conducted at a mutually agreed location and shall not unreasonably interfere with your business activities. You agree to cooperate with the audit and provide reasonable assistance and access to information including, but not limited to, relevant records, agreements, workstations, servers, and technical personnel. If an audit reveals that you have underpaid fees in excess of five percent (5%), then you shall pay Xerox's and/or its licensors' reasonable costs of conducting the audit.

F. In the event FreeFlow Process Manager is subject to a lending or leasing arrangement entered into with a party other than Xerox (Financing Arrangement), then, for the shorter of ten (10) years from the date of such Financing Arrangement or the specified term thereof, the party that provides the Financing Arrangement shall not be prevented from enforcing a valid security interest by the nontransferable nature of the license granted to you hereunder, provided that the rights acquired by such party shall otherwise be restricted in accordance with the terms set forth in the Agreement governing Application Software.

G. If you license FreeFlow Makeready Copyright Management, then you agree not to disclose the results of any benchmark test of Microsoft SQL Server to any third party without Microsoft's prior written approval.

H. If you install FreeFlow Application Software on a computer that you supply, then the following terms apply:

1. You may only install and use FreeFlow Process Manager on a computer having the ability to run a maximum of four processors.
2. Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (Workstation).
3. If you use FreeFlow Application Software with any hardware or software other than a Workstation, all representations and warranties accompanying such FreeFlow Application Software shall be void and any support/maintenance you contract for in connection with such FreeFlow Application Software shall be voidable and/or subject to additional charges.
4. You are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications. Xerox reserves the right to charge its then-current time and materials rate for any time spent supporting a Workstation that does not meet Xerox's published specifications.

PRICING PLAN/OFFERING SELECTED:

15. COMMENCEMENT. The Lease Term for each unit of Equipment shall commence upon installation of each unit; provided, however, for customer-installable Equipment, the Lease Term shall commence upon delivery of each unit.

16. PAYMENT TERMS. Invoices are payable upon receipt and 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.

17. PAYMENTS. The Minimum Payment (which may be billed on more than one invoice) may include a Minimum Number of Prints. The Minimum Payment, along with Print Charges for any prints made in excess of the Minimum Number of Prints, cover your cost for the use of the Equipment and its maintenance (provided as Maintenance Services)

18. LATE PAYMENT CHARGE. 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.

19. PRICING FIXED FOR TERM. If Pricing Fixed for Term is identified in the Maintenance Plan Features, the amount you pay Xerox to maintain the Equipment shall not increase during the initial term of this Agreement.

20. DELIVERY AND REMOVAL. Xerox will be responsible for all standard delivery and removal charges and you will be responsible for any non-standard delivery or removal charges.

21. 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" 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 personal property taxes and 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.

22. LEASE OPTIONS. The following options are available for each unit of Equipment leased under this Agreement. A. If not in default, you may purchase the Equipment, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE: (1) at the end of the lease 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 lease term), plus all applicable Taxes, or (2) any time during the lease term by paying: (a) all amounts then due; (b) the remaining Minimum Payments in the Agreement's term less any unearned finance, maintenance, and supply charges (as reflected on Xerox's books and records); (c) a reasonable disengagement fee calculated by Xerox that will not exceed fifteen percent (15%) of the amount in (b) above (said amount is available from Xerox upon request); (d) the applicable Purchase Option; and (e) all applicable Taxes. B. Unless either party provides notice at least thirty (30) days before the end of the lease term of its intention not to renew a unit of Equipment, it will be renewed automatically on a month-to-month basis at the same price, terms and conditions and billing frequency as the original Agreement. During this renewal period, either party may terminate the Equipment upon at least thirty (30) days notice. Upon termination, you shall make the Equipment available for removal by Xerox when requested to do so by Xerox and, at the time of removal, the Equipment shall be in the same condition as when delivered (reasonable wear and tear excepted).

23. DEFAULT AND REMEDIES. 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) you breach any other obligation hereunder. If you default, Xerox, in addition to its other remedies (including the cessation of Maintenance 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 remaining Lease Minimum Payments in the Agreement's term less any unearned finance, maintenance, and supply charges (as reflected on Xerox's books and records); (c) a reasonable disengagement fee calculated by Xerox that will not exceed fifteen percent (15%) of the amount in (b) above (said amount is available from Xerox upon request); and (d) all applicable Taxes. You also shall either (1) make the Equipment available for removal by Xerox when requested to do so by Xerox and, at the time of removal, the Equipment shall be in the same condition as when delivered (reasonable wear and tear excepted), together with any related software, or (2) purchase the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Purchase Option and 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.

GENERAL TERMS & CONDITIONS:

24. 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 SHALL BE ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT 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.

25. 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

Terms and Conditions

it will promptly notify the other party in writing of a change in ownership, or if it relocates its principal place of business or changes the name of its business.

26. 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.

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

28. 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, or by an order, rule or regulation of any governmental entity. If such a circumstance occurs, Xerox shall undertake reasonable action to notify you of the same.

29. PROTECTION OF XEROX'S RIGHTS. You hereby authorize Xerox or its agents to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. Xerox, on your behalf and at your expense, may take any action required to be taken by you under this Agreement that you fail to take.

30. WARRANTY DISCLAIMER; FINANCE LEASE AND INCOME TAX TREATMENT. XEROX DISCLAIMS, AND YOU WAIVE, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. The parties agree that this Agreement is: (i) a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and to the extent permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A; and (ii) a lease for all federal, state or local income tax purposes and you shall not claim any credit or deduction for depreciation in respect of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

31. 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.

32. TITLE & RISK OF LOSS. Title to the Equipment shall remain with Xerox until you exercise your option to purchase it. Until you exercise your option to purchase the Equipment, you agree that: (1) it shall remain personal property; (2) you will not attach any of it as a fixture to any real estate; (3) you will not pledge, sub-lease or part with possession of it or file or permit to be filed any lien against it; and, (4) you will not make any permanent alterations to it. The risk of loss due to your fault or negligence, as well as theft, fire or disappearance, shall pass to you upon shipment from a Xerox controlled facility. The risk of loss due to all other causes shall remain with Xerox unless and until you exercise your option to purchase the Equipment

33. RELOCATION. Until title passes to you, all Equipment relocations must be arranged (or approved in advance) by Xerox and shall be at your expense. While Equipment is being relocated, you are responsible for all payments required to Xerox under this Agreement. Equipment cannot be relocated outside of the United States, its territories or possessions until you have exercised the Purchase Option indicated in this Agreement. If you acquire title to the Equipment, you must comply with all applicable laws and regulations regarding the export of any commodity, technology and/or software

34. 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 sections of this Agreement titled "PAYMENTS", "TAXES" and "CREDIT REPORTS" 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 may, without notice to you, 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 Maintenance 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.

35. MISCELLANEOUS. 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. The term "business address" shall mean, for you, the "Bill to" address identified on the face of this Agreement and, for Xerox, the inquiry address set forth on the most recent invoice to you. 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 New York (without regard to conflict-of-law principles). You agree to the jurisdiction and venue of the federal and state courts in Monroe County, New York. 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., 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., Equipment delivery, initiating Maintenance Services, 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.

36. MISCELLANEOUS, CONTINUED. 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 (such as interest or, if applicable, time price differential 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.

37. REMOTE DATA COLLECTION. Xerox may automatically collect from the Equipment, via electronic transmission to a secure off-site location, certain data used by Xerox or a designated servicer to support and service the Equipment, or for Xerox billing, supplies replenishment or product improvement purposes. Automatically transmitted data may include, but is not limited to, 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.

Terms and Conditions

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. 4112CP	- Refinance of Xerox Agreement	\$15,272.00	11%	\$4,651.00
2. 4112CP	- Refinance of Xerox Agreement	\$15,272.00	11%	\$4,651.00

39. REFINANCE OF PRIOR AGREEMENT. If Prior Xerox Agreement is identified in the Agreement, the balance is included in the amount financed under this Agreement and shall be paid for through your Minimum Payments. If your prior agreement is with a third party, you hereby acknowledge that you have the right to terminate the agreement and agree to provide a statement from the third party identifying the equipment at issue and the amount to be paid off (as well as a statement from you identifying the payee and mailing address for your payoff check). If your prior agreement was with Xerox, the use of this refinance option shall render your prior agreement null and void. If you breach any of your obligations, the full amount of your prior agreement balance shall be immediately due and payable.



Lease Agreement

Customer RANDOLPH TOWNSHIP
 Bill To: BOARD OF EDUCATION
 Business Office
 25 Schoolhouse Rd
 Randolph, NJ 07869-3112
 State or Local Government

Customer RANDOLPH HIGH SCHOOL
 Install: 511 Millbrook Ave
 Randolph, NJ 07869-3701

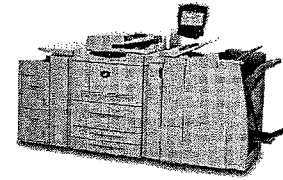


Photo for Display Only

Solution

Item	Product Description	Agreement Information	Requested Effective Date
1.	4590CP (SOT 4590 COP/PRNTR) S/N L75424508 - Bypass Chute - Stapler Fin, Punch, Inserter	Lease Term: 60 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 959352568 for 4590CP S/N L75424508 as of payment 19.	11/15/2008

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 4590CP	\$857.69	1: Total	1 - 50,000 50,001+	Included \$0.0068	- Consumable Supplies Included for all prints - Pricing Fixed for Term \$0.0059 x
Total	\$857.69	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 7 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and	
Signer: Mike Neves	Phone: (973)361-0808	Alice Ching-I HU (973)540-7780	
Signature: _____	Date: _____	For information on your Xerox Account, go to www.xerox.com/AccountManagement	





Lease Agreement

Customer: RANDOLPH TOWNSHIP
 Bill To: BOARD OF EDUCATION
 Business Office
 25 Schoolhouse Rd
 Randolph, NJ 07869-3112
 State or Local Government

Customer: RANDOLPH TOWNSHIP
 Install: BOARD OF EDUCATION
 Guidance Dept
 511 Millbrook Ave
 Randolph, NJ 07869-3701

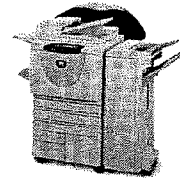


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Solution

Item	Product Description	Agreement Information	Requested Effective Date
1. WCP275H	(SOT WCP275H PRNTR) S/N UTU833834 - Office Finisher - 3-hole - Ofcfin Only - Conv.stapler (50 Sh) - Scan To Pc Dtop-prof	Lease Term: 60 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 950498683 for WCP275H S/N UTU833834 as of payment 16.	11/15/2008

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WCP275H	\$479.54	1: Total	1 - 17,500 17,501+	Included \$0.0068	- Consumable Supplies Included for all prints - Pricing Fixed for Term \$0.0059
Total	\$479.54	Minimum Payments (Excluding Applicable Taxes)			

POOL PLAN AGREEMENT



Pool Invoice Summary Bill to Address

Full Legal Name

Customer's Name Randolph Township Board of
DBA/Name Overflow (if req'd) Education Business Office
Street Address 25 SchoolHouse Road
Box#/Routing
City, State Randolph, NJ
Zip Code 07869-3112

Pool ID # New

Supplies Included Yes No

Fixed Pricing Yes No

Modification to existing Pool

Modification eff. date

Customer Purchase Order # (if required - attach copy)

P.O. # _____ (one P.O. # per Pool)

Equipment Included

As of the date of this Agreement, there are 10 units of equipment which constitute the Pool as shown on the attached Pool Plan Pricing Exhibit. These units are currently physically installed or pending delivery to one or more of your locations.

Meter Reconciliation

Monthly

Quarterly

Semi-annual

Pool Price Information

Pool Monthly Charge	\$	\$6,899.65
Pool Prints Included		400,000
Excess Rate per Print	\$	0.0059

Pool Invoicing Options

Standard Invoice

Standard Plus (Template 3)

Spreadsheet Format (Template 2)

Agreement Presented By:

Xerox Name: Alice Hu Phone: 973-540-7780

FOR AUTHORIZED HQ INTERNAL USE ONLY:

Accepted: _____ Xerox Corporation

By: _____

(Signature of Authorized Signer)

Title: _____ Date: _____

Worksheet: _____ Unit: _____

www.xerox.com

CUSTOMER ACKNOWLEDGES RECEIPT OF THE TERMS OF THIS AGREEMENT (CONSISTING OF 2 PAGES INCLUDING THIS FACE PAGE)

Auth. Signer Name: Mike Neves

(Please Print Name of Authorized Signer)

Signature: X Date: _____

(Signature of Authorized Signer)

Auth. Signer Title: _____ Phone: 973-361-080

E-Mail: _____

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.