



THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

MATERIALS MANAGEMENT DEPARTMENT

101 OLD VENICE ROAD

OSPREY, FLORIDA 34229

TELEPHONE (941) 486-2183 • FAX (941) 486-2188

MEMORANDUM

TO: Members of the School Board
Lori White, Superintendent
Mitsi Corcoran, Chief Financial Officer
Pat Black

FROM: Pat Black, CPPB, Director of Materials Management

TITLE: APPROVAL TO LEASE XEROX PRINT SHOP EQUIPMENT

The Print Shop requests permission to replace the three digital copy machines leased from Xerox Corporation. The equipment is four years old and needs to be updated. The Print Shop currently produces 60 million impressions a year, operating 24 hours a day, 5 days a week. The new equipment will increase printing capacity by 33% and provide a lower cost per copy. The projected cost is \$37,934.84 a month for 72 months. This results in an upgrade of equipment and printing capacity while saving approximately \$2,125 over the current lease. This equipment is contained on the Marion County School Board RFP #3359JL for 'Multifunction Copiers'. The funds for this purchase are contained in the capital millage funds allocated for the equipment.

Requested by:
Pat Black
Jeanne Torres

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Posting Date: 10-09-2012

Fiscal Impact:

Not to exceed
\$2,731,309.00

Recommended Motion: That the lease of Xerox Corporation printing equipment, in the amount of \$2,731,309.00 be approved as presented.

Lease Agreement



Customer: SCHOOL BOARD OF SARASOTA COUNTY

Bill To: SCHOOL BOARD
SARASOTA COUNTY
ATTN: ACCTS PAYABLE
1960 LANDINGS BLVD
SARASOTA, FL 34231

Install: SARASOTA SCHOOL
PRINT SHOP
ATTN: PEGGY LONG
101 OLD VENICE RD
OSPREY, FL 34229-9071

State or Local Government Negotiated Contract : 072694700

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	DPS144 (NUVERA 144 EA SYSTEM) - Bfm W/direct Connect - Feed Module 4 Tray - Imposition License - LI Insert Mod 2-Tray - Productivity Pack - Postscript & Ppm1 Sw - Xerox Tape Blnder - Customer Ed - Analyst Services	Lease Term: 72 months Purchase Option: FMV	- Xerox 6180 S/N 8VE050290 Trade-In as of Payment 48 - Xerox DP2K CNTR S/N HXM401166 Trade-In as of Payment 48	12/3/2012
2.	288DPSC (NUV-MOD 3 288 EA) - Bfm W/direct Connect - Feed Module - 4 Tray - Imposition License - Insertion 2l 19.3" - Postscript S/W Lic. - Xerox Tape Blnder - Customer Ed - Analyst Services	Lease Term: 72 months Purchase Option: FMV	- Xerox 6180 S/N 8VE050502 Trade-In as of Payment 48 - Xerox DP2K CNTR S/N HXM401167 Trade-In as of Payment 48	12/3/2012


DOCUMENT APPROVED FOR LEGAL CONTENT

10/12 2012, BY
A. LAMAR MATTHEWS, JR
MATTHEWS, EASTMOORE, HARDY, GRAUWELS & GARCIA
ATTORNEYS FOR
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Authorized Signature: *[Signature]*

Customer acknowledges receipt of the terms of this agreement which consists of 6 pages including this face page.
Signer: Caroline Zucker Phone: (941)406-2165
Signature: _____ Date: 10/16/12

Thank You for your business!
This Agreement is proudly presented by Xerox and
Chris Delchman
(941)484-4767
For information on your Xerox Account, go to
www.xerox.com/AccountManagement





Solution (Cont'd)

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
3. 288DPSC (NUV MOD 3 288 EA)	<ul style="list-style-type: none"> - Bim W/direct Connect - Feed Module - 4 Tray - Imposition License - Insertion 2t 19.3' - Postscript S/w Lic. - Xerox Tape Binder - Third Party Equipment (TXC) - Customer Ed - Analyst Services 	Lease Term: 72 months Purchase Option: FMV	<ul style="list-style-type: none"> - Xerox 6180 S/N 8VE050649 Trade-In as of Payment 48 - Xerox DP2K CNTR S/N HXM401188 Trade-In as of Payment 48 	12/3/2012
4. FFMKRC (MAKEREADY)	<ul style="list-style-type: none"> - Production Scanner 	Lease Term: 72 months Purchase Option: FMV	<ul style="list-style-type: none"> - Xerox FFLOW MONO S/N KLA002708 Trade-In as of Payment 48 	12/3/2012
5. FFMKRC (MAKEREADY)	<ul style="list-style-type: none"> - Production Scanner 	Lease Term: 72 months Purchase Option: FMV	<ul style="list-style-type: none"> - Xerox FFLOW MONO S/N KLA002709 Trade-In as of Payment 48 	12/3/2012

Monthly Pricing

Item	Lease Minimum Payment	Maintenance Minimum Payment	Print Charges			Maintenance Plan Features
			Meter	Volume Band	Per Print Rate	
1. DPS144	\$3,349.15	\$5,034.43	1: Meter 1	1 - 1,000,000 1,000,001+	Included \$0.0035	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
2. 288DPSC	\$4,814.62	\$4,548.42	1: Meter 1	1 - 1,000,000 1,000,001+	Included \$0.0035	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
			2: Meter 2	All Prints	\$0.0012	
3. 288DPSC	\$5,807.67	\$4,548.42	1: Meter 1	1 - 1,000,000 1,000,001+	Included \$0.0035	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
			2: Meter 2	All Prints	\$0.0012	
4. FFMKRC	\$315.69	\$324.00	N/A	N/A	N/A	<ul style="list-style-type: none"> - Full Service Maintenance Included - Pricing Fixed for Term
5. FFMKRC	\$315.69	\$324.00	N/A	N/A	N/A	<ul style="list-style-type: none"> - Full Service Maintenance Included - Pricing Fixed for Term
Total	\$14,602.82	\$14,779.27	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Equipment) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement; and (6) all payments due and to become due under this Agreement are payable from sources other than ad valorem taxes. Your payment is due within 45 days of the invoice date.

3. FUNDING. This provision is applicable to governmental entities only. You intend to remit and reasonably believe that moneys in an amount sufficient to remit all payments due and to become due during the Term can and will lawfully be appropriated and made available to permit your continued utilization of the Products and the performance of its essential function during the Term. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the payments due and to become due under this Agreement in such fiscal period. You acknowledge that appropriation of moneys for payment required under this Agreement is a governmental function that you cannot contractually commit to in advance, and this Agreement does not constitute: (1) a multiple fiscal year direct or indirect debt or financial obligation; (2) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (3) an obligation creating a pledge of or a lien on your tax or general revenues. If your governing board does not approve an appropriation of funds at any time during the Term for payments due and to become due for a fiscal year during the Term, you will have the right terminate this Agreement on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of payments required hereunder for which funds have been appropriated and budgeted. If you elect to terminate this Agreement, you will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date). At least 30 days prior to the end of your fiscal year, your chief executive officer (or legal counsel) will certify in writing that (a) despite reasonable efforts to obtain sufficient appropriations, funds have not been appropriated for the ensuing fiscal period, and (b) you have exhausted all funds legally available for the payment of amounts due and to become due under this Agreement. To the extent permitted by applicable law, you will not use this non-appropriation provision as a substitute for convenience termination.

SOLUTION/SERVICES:

4. FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server/DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready, FreeFlow Process Manager, FreeFlow Output Manager, FreeFlow Web Services, and FreeFlow Print Manager Advanced Print Path ("FreeFlow Application Software")) and will be additive to and supplement 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 Oracle Corporation ("Oracle"). 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. Oracle supports and thanks the global community of open source developers for its important contributions. Oracle benefits from this community through the open standards-based technology from which many of Oracle'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® and Adobe PDF Library (individually and collectively "Adobe 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 will 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 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 (a) 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 (b) 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.

7. Adobe disclaims, to the extent permitted under applicable laws, any warranty obligations or other liabilities on the part of Adobe or its suppliers.

D. You will not, without the prior written consent of Xerox and its licensors:

1. 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.

2. Use the FreeFlow Software in any way that is not authorized by this Agreement.

3. 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.

4. Disclose the results of any performance or benchmark tests of the FreeFlow Software.

5. Use the FreeFlow Software for any purpose other than to carry out the purposes of this Agreement.

6. Disclose or otherwise permit any other person or entity access to the object code of

Terms and Conditions

the FreeFlow 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 will be conducted at a mutually agreed location and will 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 will 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 will 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 will otherwise be restricted in accordance with the terms set forth in this Agreement governing Application Software.

G. If you license FreeFlow Makenready Copyright Management ("FFCM"), the following terms apply:

1. You will not disclose the results of any benchmark test of Microsoft SQL Server to any third party without Microsoft's prior written approval.

2. If you use the Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"), you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM.

3. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM.

4. THE CCC SERVICE IS PROVIDED "AS IS", WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

H. If you install FreeFlow Application Software on a computer that you supply, 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 (collectively "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 WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES.

4. You are solely responsible for: (a) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (b) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (c) ensuring that such Workstation meets Xerox's published specifications. Xerox reserves the right to charge a fee at its then-current time-and-materials rate for any time spent supporting a Workstation that does not meet Xerox's published specifications.

FreeFlow Process Manager contains either Oracle Database Standard Edition ("Database Standard Edition") or Oracle Database Express Edition ("Database Express Edition") database software and documentation (collectively, "Oracle Software") licensed from Oracle.

A. If FreeFlow Process Manager contains Database Standard Edition, the following additional terms apply:

1. You will not assign or transfer Database Standard Edition or any interest therein to any third party (in the event you grant a security interest in Database Standard Edition, the secured party has no right to use or transfer Database Standard Edition).

2. You will not make Database Standard Edition available to any third party for any purpose. Third party technology that may be appropriate or necessary for use with Database Standard Edition is specified in the FreeFlow Process Manager documentation or as otherwise notified by Xerox and such third party technology is licensed to you only for use with FreeFlow Process Manager under the terms of the third party license agreement specified in the FreeFlow Process Manager documentation or as otherwise notified by Xerox and not under the terms of this Agreement.

3. You will discontinue use of Database Standard Edition upon termination of this Agreement.

4. You will not publish the results of any benchmark tests of Database Standard Edition contained in FreeFlow Process Manager.

5. You will comply with all applicable laws regarding export and import of Database Standard Edition.

6. Oracle is a third party beneficiary of this Agreement to the extent this Agreement contains provisions which relate to your use of Database Standard Edition, including the limitation of liability and software license provisions therein.

7. The Uniform Computer Information Transactions Act does not apply to the license of Database Standard Edition.

B. If FreeFlow Process Manager contains Database Express Edition, the following additional terms apply:

1. Database Express Edition includes the software product and program documentation. "License" refers to your right to use the programs under the terms of this Subsection B. The substantive and procedural laws of California govern this License and you agree to submit to the exclusive jurisdiction and venue of the courts of California in any dispute relating to this License.

2. Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for: (a) purposes of developing, prototyping and running your applications for your own internal data processing operations; (b) you may also distribute Database Express Edition with your applications; (c) you may use Database Express Edition to provide third party demonstrations and training; and (d) you may copy and distribute Database Express Edition to your licensees provided that each such licensee agrees to the terms of this License. You are not permitted to use Database Express Edition for any purpose other than as permitted under this License.

3. Database Express Edition documentation is either shipped with Database Express Edition, or documentation may be accessed online at <http://www.oracle.com/technology/documentation>.

4. Use of Database Express Edition is subject to the following limitations: (a) Database Express Edition is limited to a single instance on any server; (b) Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server; (c) Database Express Edition may only be used to support up to 4GB of user data (not including Database Express Edition system data); and (d) Database Express Edition may use up to 1 GB RAM of available memory.

5. You agree not to use Oracle trademarks (including "ORACLE") or potentially confusing variations (including "ORA") as a part of your product name(s), service name(s), company name, or domain name(s). Oracle retains all ownership and intellectual property rights in Database Express Edition and: (a) you may make a reasonable number of copies of Database Express Edition for backup purposes; and (b) you may not: (i) remove or modify any Database Express Edition markings or any notice of our proprietary rights; (ii) assign this License or give or transfer Database Express Edition to another individual or entity except as specified in this License; (iii) cause or permit reverse engineering or decompilation of Database Express Edition; or (iv) disclose results of any Database Express Edition benchmark tests without our prior consent.

6. You agree that: (a) U.S. export control laws and other applicable export and import laws govern your use of Database Express Edition, including technical data; and (b) neither Database Express Edition nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

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Terms and Conditions

PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).

8. Oracle's technical support organization will not provide technical support, phone support, or updates to you for Database Express Edition

9. You may terminate this License by destroying all copies of Database Express Edition. Oracle has the right to terminate your right to use Database Express Edition if you fail to comply with any of the terms of this License, in which case you shall destroy all copies of Database Express Edition.

10. The relationship between you and Oracle is that of licensee/licensor and: (a) neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity; and (b) nothing in this License shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such software.

11. "Open Source" software is software available without charge for use, modification and distribution that is often licensed under terms that require the user to make the user's modifications to the Open Source software or any software that the user 'combines' with the Open Source software freely available in source code form; and if you use Open Source software in conjunction with Database Express Edition, you must ensure that your use does not: (i) create, or purport to create, obligations of Oracle with respect to the Oracle programs; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Oracle's Intellectual property or proprietary rights in Database Express Edition. For example, you may not develop a software program using Database Express Edition and an Open Source program where such use results in a program file(s) that contains code from both Database Express Edition and the Open Source program (including without limitation libraries) if the Open Source program is licensed under a license that requires any "modifications" be made freely available. You also may not combine Database Express Edition with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, Database Express Edition or any modifications thereto to become subject to the terms of the GPL.

The following terms apply to FreeFlow Software licensed to U.S. government customers:

A. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).

B. Adobe Software is a "commercial item", as that term is defined at FAR 2.101, consisting of "commercial computer software and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

C. Oracle Software is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable. The manufacturer is Oracle Corporation, 500 Oracle Parkway, Redwood City, CA 94065.

PRICING PLAN/OFFERING SELECTED:

5. SEPARATELY BILLED MAINTENANCE. If a Minimum Payment is included in Maintenance Plan Features for an Item of Equipment, the Minimum Payment for Maintenance Services will be billed separately.

6. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

7. NON-XEROX PRODUCTS. Third Party Equipment (TXC) were selected by you and are not sold by Xerox in the normal course of its business ("Non-Xerox Products"). If you signed a purchase contract for Non-Xerox Products, you assign to Xerox your rights but none of your obligations under such purchase contract. Xerox is leasing Non-Xerox Products to you "AS IS, WHERE IS" and XEROX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND REGARDING NON-XEROX PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. To the extent permitted to do so, Xerox assigns to you any warranty rights it has to Non-Xerox Products (which rights shall revert to Xerox if you default under this Agreement). Non-Xerox Products are not covered by Maintenance Services, and you will maintain throughout the initial Term a service agreement for Non-Xerox Products with a service provider acceptable to Xerox. You will pay all personal property taxes related to Non-Xerox Products. You assign to Xerox any rights you have to Non-Xerox Products and title will pass or revert to you (subject to any software licenses relating to Non-Xerox Products) upon expiration of the initial Term.

8. 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.

GENERAL TERMS & CONDITIONS:

9. 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.

Trade-in Information

Item	Trade-In Model and Serial Number	Allowance	Total Applied To Equip Balance
1. DPS144	Xerox 6180 S/N 8VE050290	\$86,385.00	\$100,426.00
	Xerox Dp2k Cntr S/N HXM401166	\$14,041.00	
2. 288DPSC	Xerox 6180 S/N 8VE050502	\$86,385.00	\$100,301.00
	Xerox Dp2k Cntr S/N HXM401167	\$13,916.00	
3. 288DPSC	Xerox 6180 S/N 8VE050649	\$97,120.00	\$111,036.00
	Xerox Dp2k Cntr S/N HXM401188	\$13,916.00	



ADDENDUM TO MAINTENANCE AGREEMENT FOR FINISHING PARTNER EQUIPMENT SERVICE

THIS ADDENDUM ('Addendum') amends the Maintenance Agreement ('Agreement') between Sarasota County School Board ('Customer' or 'you') and XEROX CORPORATION ('Xerox') dated 10/16/12

The parties agree to the following terms shall apply to Xerox' service ('Finishing Partner Equipment Service') of the third-party equipment identified on the face of the Agreement ('Finishing Partner Equipment') and shall be additive to those found elsewhere in the Agreement:

1. The following terms shall be inserted as additional provisions of the Agreement:

FINISHING PARTNER EQUIPMENT SERVICE. Xerox shall maintain the Finishing Partner Equipment in good working order, as follows:

a. Unless otherwise stated in the Agreement, Finishing Partner Equipment Service 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 Finishing Partner Equipment at issue. You agree to give Xerox reasonable access to the Finishing Partner Equipment. Finishing Partner Equipment Service 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).

b. Xerox shall perform scheduled maintenance at such times agreed to by both parties at each Finishing Partner Equipment location. Scheduled maintenance shall be performed as specified in the Finishing Partner Equipment Service Documentation.

c. Xerox shall replace parts that are unserviceable as determined solely by Xerox on an exchange basis with new or parts equivalent to new in performance when used in the Finishing Partner Equipment. Additionally, parts may at times be replaced with an equivalent item (i.e. form, fit and function the same, but not necessarily the same brand as the replaced part). Exchanged parts removed from the Finishing Partner Equipment will become the property of Xerox.

d. Customer shall perform Key Operator maintenance functions as described in the Finishing Partner Equipment operator's manuals.

e. Xerox shall use only qualified Customer Service Engineers fully trained on maintenance requirements and operation of the Finishing Partner Equipment.

f. Customer shall notify Xerox of the Finishing Partner Equipment failure and shall provide adequate working space, heat, light, ventilation and electrical current and outlets.

g. Xerox shall respond within the time period specified in the Agreement, if any.

h. Customer shall place unscheduled maintenance requests by calling the Xerox Service telephone number provided by Xerox.

i. Xerox shall not be obligated to provide the following services under these Finishing Partner Equipment Services terms and conditions:

1. Additional or optional retrofits.
2. Services as a result of Finishing Partner Equipment relocation.
3. Exterior painting or refinishing.
4. Repair for damages resulting from Customer neglect or abuse.
5. Performance of normal key operator functions as described in the Finishing Partner Equipment operator's manuals.
6. Finishing Partner Equipment reconditioning
7. Repair of software (other than replacement of firmware).

j. Customer agrees to make available key operators or a systems administrator for the Finishing Partner Equipment. Training, if any, will be provided in accordance with the applicable Price List in effect on the date Xerox accepts the Agreement.'

k. 'Customer represents that each item of Finishing Partner Equipment has a manufacturer's serial number and will at all times be located in facilities which meet all applicable health, environmental and safety standards.'

COMMENCEMENT, RENEWAL AND TERMINATION.

a. i. If the Finishing Partner Equipment is being acquired by you under a Xerox Lease Agreement ("Lease"), then the Agreement and these Finishing Partner Equipment Service terms and conditions shall become effective upon acceptance of the Agreement by Xerox and shall remain in effect for the initial term of the Lease, and ii. If the Finishing Partner Equipment is being acquired by you under a Xerox Sale/Maintenance Agreement ("Sale/Maintenance Agreement"), then the Agreement and these Finishing Partner Equipment Service terms and conditions shall become effective upon acceptance of the Agreement by Xerox and shall remain in effect for an initial term of twelve (12) calendar months (both the foregoing described initial terms are hereafter referred to as the "Initial Term").



b. i. If the Finishing Partner Equipment is being acquired by you under a Lease, unless either party provides notice at least thirty (30) days before the end of Initial Term of its intention not to renew the Lease and the Agreement, then, upon expiration of the Initial Term, the Agreement 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 Agreement upon at least thirty (30) days notice. ii. If the Finishing Partner Equipment is being acquired by you under a Sale/Maintenance Agreement, upon expiration of the Initial Term, this Agreement shall be automatically renewed for successive periods of twelve (12) calendar months on each expiration date, unless written notice of termination is provided by either party to the other at least thirty (30) days before the end of Initial Term of its intention not to renew. Pricing for this renewal term shall be based on the prices listed on the Xerox Price List for Finishing Partner Equipment Service then in effect. The foregoing notices shall be given as provided in the Section of the Agreement entitled "Notice" and under Sub-Section (e) below.

c. Should Customer terminate the Agreement prior to the expiration of the Initial Term, Customer shall purchase from Xerox, at the applicable Xerox and/or Finishing Partner published prices, all parts and technical documentation for Customer's Finishing Partner Equipment in Xerox inventory on the effective date of termination.

d. If the Finishing Partner Equipment is being acquired by you under a Sale/Maintenance Agreement, then either party may terminate these Finishing Partner Equipment Service terms and conditions under an Agreement at any time, with or without cause, by providing the other party with one hundred twenty days (120) prior written notice of termination.

e. Notwithstanding the Section of the Agreement entitled 'Notices,' all notices required to be sent to Xerox under the Agreement shall be mailed to:

XEROX CORPORATION
1301 Ridgeview Drive
Lewisville, TX 75057
Fax - 800-407-8430

PRICING

a. Charges for Finishing Partner Equipment Services under the Agreement shall be based on the prices listed on the Xerox Price List for Finishing Partner Equipment Service in effect at the time the Customer executes the Agreement.

b. If Pricing Fixed for Term is identified in the Agreement, the amount you pay Xerox to maintain the Finishing Partner Equipment shall not increase during the Initial Term. Otherwise, Xerox may change any of the prices or these Finishing Partner Equipment Service terms and conditions upon thirty (30) days prior written notice to Customer. Any such changes will be effective at the commencement of the next succeeding Finishing Partner Equipment Service term in the Agreement. Any price increase will not exceed ten (10%) percent of the then current price.

c. Finishing Partner Equipment Service activities performed outside the scope of these terms and conditions, including, but not limited, to weekend service, key operator functions, product enhancements and engineering changes, will be billed on a time and materials basis at the Xerox rate in effect at the time of such service.

WARRANTY DISCLAIMERS Aside from Xerox' obligations to provide service for Finishing Partner Equipment in accordance with this Addendum, Xerox makes no other representations or warranties relative to such service, express or implied. XEROX EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATIVE TO SERVICES PROVIDED HEREUNDER.'

Xerox shall not be liable for the loss of any data as a result of performing services hereunder, and Customer shall be responsible for all necessary or desired data back up. This limitation of liability shall be in addition to the Limitation of Liability provisions contained in the general terms and conditions of the Agreement.'

2. The Sections of the Agreement entitled 'Basic Services' or 'Maintenance Services,' 'Repairs And Parts,' 'Hours And Exclusions,' 'Installation Site & Meter Readings,' 'Equipment Replacement,' 'Cartridges,' And 'Pc/Workstation Requirements,' 'Warranty Disclaimer & Waivers,' 'Assignment,' 'Commencement & Expiration,' 'Renewal,' ['Software License,' 'Software Support,'] and 'Intellectual Property Indemnity,' of the Agreement shall be deleted.

Capitalized terms that are not defined in this Addendum shall have the meaning assigned to them in the Agreement. Except as set forth above, the Agreement shall continue in full force and effect. In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum shall control.

XEROX CORPORATION

(Customer Name)

By: *[Signature]*
Name: CHRIS DEICHMAN
Title: Agency owner
Date: 10/3/2012

By: _____
Name: Caroline Zucker
Title: School Board Chair
Date: October 16, 2012



FOR INTERNAL XEROX PROCESSING INFORMATION ONLY: The Agreement (plus these Finishing Partner Equipment Service Terms and Conditions) must be submitted for processing to:

XEROX CORPORATION
1301 Ridgeview Drive
Lewisville, TX 75057
Fax – 800-407-8430

MAINTENANCE AGREEMENT

Full Legal Name _____
 Customer Name (Bill to) School Board of Sarasota County
 DBA/Name Overflow Sarasota County
 Street Address Attn: Accts Payable
 Box#/Routing 1960 Landing Blvd
 City, State Sarasota, FL
 Zip Code 34231
 Tax ID# _____
 Customer Name (Install) School Board of Sarasota County - Print Shop
 DBA/Name Overflow (if req'd) Sarasota County - Print Shop
 Installed at Street Address Attn: Peggy Long
 Floor/Room/Routing 101 Venice Road
 City, State Sarasota, FL
 Zip Code 34229
 County Installed In _____
 Customer Requested Install Date ___/___/___

Check all that apply
 Assoc./Coop. Name: _____
 Negotiated Contract #: 072594700
 DSA Contract #: _____
 Attached Customer P.O. #: Maint.: _____
 State or Local Government Customer
 Replacement/Modification of Prior Xerox Agreement
 Agreement covering Xerox Equipment Serial# (or 95#): _____
 is hereby modified replaced Effective Date: ___/___/___
 Comments: _____
 Maintenance Information
 Maintenance Term: 72 months
 Supplies included in Base/Print Charges

Equipment (with serial number)	Equipment Purchased from: (Xerox, broker name, last title holder)	Inspection Required
<u>CP Bourg BDFx Signature Booklet Maker</u>		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
		<input type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input type="checkbox"/> N

Maintenance Agreement Price Information

Adjustment Period
 Period A - Mos. Affected: _____
 Periodic Base Charge \$ _____
 Print Charge Meter 1: _____
 Prints 1 - \$ _____
 Prints - \$ _____
 Prints - \$ _____
 Print Charge Meter 2: _____
 Prints 1 - \$ _____
 Prints - \$ _____
 Periodic Min.# of Prints (based on Meter 1 Print Charges) _____
 Periodic Min.# of Prints (based on Meter 1 Print Charges) _____

Periodic Base Charge	\$ <u>500.00</u>
Print Charge Meter 1:	_____
Prints 1 -	\$ _____
Prints -	\$ _____
Prints -	\$ _____
Print Charge Meter 2:	_____
Prints 1 -	\$ _____
Prints -	\$ _____

Purchased Supplies

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

Application Software

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

K-16 Billing
Suspension
 (check 1 as required)
 Months affected
 June only
 July only
 August only
 June - July
 July - August
Additional Options (check all that apply)
 Run Length Plan Fixed Price Plan
 Per-Foot Pricing Quarterly Bill Plan
 Extended Service Hours:
 Description: _____ / \$ _____ mo.
 Std. Maint. Agrmt.: \$ _____ / year
 Attached Addenda: _____
 Other Addenda: _____

Agreement Presented By W. J. Hazo Phone (954) 531-7454
 Xerox Name: W. J. Hazo
 Accepted: [Signature] Xerox Corporation
 By: _____
 Title: PSE Date: 10/3/12
 Worksheet: _____ Unit: _____
 www.xerox.com

CUSTOMER ACKNOWLEDGES RECEIPT OF THE TERMS OF THIS AGREEMENT (CONSISTING OF _____ PAGES INCLUDING THIS FACE PAGE)
 Auth. Signer Name: Caroline Zucker
 (Please Print Name of Authorized Signer)
 Signature: X Date: 10/16/12
 (Signature of Authorized Signer)
 Auth. Signer Title: School Bd. Chair Phone: _____
 E-Mail: _____
 Tax Exempt (*Must attach Sales Tax Exemption Certificate)

GENERAL TERMS: The following terms apply to all transactions:

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

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

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

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

C. You, to the extent required by applicable law, authorize Xerox (or its agent) to obtain credit reports, make such other credit inquiries as Xerox may deem necessary at any time, furnish payment history information to credit reporting agencies, and release to prospective assignees of this Agreement or any rights hereunder credit-related information Xerox has about you and this Agreement. Even if Products have been delivered, Xerox may, within sixty (60) days following its acceptance of this Agreement, revoke the Agreement if your credit approval is denied.

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

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

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

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

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

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

the failure to use such Cartridges shall void any warranty applicable to such Equipment.

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

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

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

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

7. **ASSIGNMENT.**

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

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

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

to Xerox, at Xerox's expense when using Xerox-supplied shipping labels, for remanufacturing once such Cartridges cease functioning.

9. PAYMENT & BILLING FOR GOVERNMENT CUSTOMERS: For state and local government customers, payment (including applicable Taxes) is due within thirty (30) days of our invoice date with all maintenance charges being billed in arrears. This Agreement shall not be automatically renewed.

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

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

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

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

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

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

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

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

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

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

18. MISCELLANEOUS. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under the laws of the State of 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., initiating Basic Services, entering this Agreement into billing systems, etc.). All changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect. The following four sentences control over every other part of this Agreement and over all other documents now or later pertaining to this Agreement. We both intend to comply with applicable laws. In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Agreement, or refunded to you.

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

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

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

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

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

requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees).

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

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

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

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

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

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

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

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

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

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

25. **K-16 BILLING SUSPENSION.** If this option has been selected, your Minimum Periodic Base Charges and Print Charges will be suspended each year during the months indicated. During these months, you agree not to use the Equipment and that Xerox shall not be responsible for providing Basic Services on it. If Xerox provides Basic Services during the K-16 Billing Suspension period, you will be billed at Xerox's then-current Time and Materials ("T&M") rates for such Basic Services.

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

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

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

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

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

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

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

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

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

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