



Lease Agreement Number:		Dealer Name:	
LESSEE INFORMATION			
Full Legal Name Mt Diablo Unified School District		DBA	
Billing Address 1936 Carlotta Dr.		City Concord	State CA ZIP Code 94519
Phone 925-682-8000 ext 4007	Contact Name Wayne Oetken	Contact Email oetkenw@mdusd.org	Lessee PO# (Optional)

EQUIPMENT			
Quantity	Model and Description	Quantity	Model and Description
1	Xerox C60 with Advanced Finisher	1	
1	Free Flow Print Server and Print Stand	1	

Equipment Location (if different from Billing Address)

TERM AND PAYMENT INFORMATION	
Initial Lease Term (In Months): 60 , plus the Interim Period, if any	Monthly Lease Payment: \$ 585.58 , plus applicable Taxes
Down Payment Received: \$ 0	

LESSEE ACCEPTANCE		
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.		
Authorized Signer X	Date	Federal Tax ID # (Required) 68-0091157
Print Name Wayne Oetken	Title (Indicate President, Partner, Proprietor, etc.) Chief Business Officer	

LESSOR ACCEPTANCE		
Accepted By: Xerox Financial Services LLC	Name and Title	Date

TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us," "Lessor" and "our" mean Xerox Financial Services LLC. "Dealer" means the entity identified in "Dealer Name" above. "Commencement Date" means the date subsequent to the Inception Date when XFS funds the Dealer and/or other party for the Equipment. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Interim Period" means the period between the Inception Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period. "Lease" means this Lease Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Party" means you or XFS, and "Parties" means both you and XFS. "Term" means the Interim Period, together with the initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).

2. Lease Payments and Late Payments. You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment plus any applicable Interim Payment 30 days after the Commencement Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date of each month thereafter, whether or not XFS invoices you. If any payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement (Software License) with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Lease. THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL

AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOURSE FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations under this Lease shall continue unabated.

5. End of Lease Options. For any purchase option designated on the first page hereof, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase by paying the amount of such purchase option, plus Taxes, (b) enter into a new lease on mutually agreeable terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US location XFS specifies. If no purchase option is specified, you shall elect either alternative (b) or (c) in the preceding sentence. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 3 month term as provided in this sentence. The purchase options shall be exercised, with respect to each item of Equipment on the day immediately following the date of expiration of the Lease Term of such item, and by the delivery at such time by you to XFS of payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. "Fair Market Value" shall be determined by XFS in our sole but reasonable discretion. Upon payment of the applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such "normal wear and tear" condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.

7. Equipment Delivery and Maintenance. Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming that you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer for the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or other contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and to provide you with supplies for use with the Equipment. You understand and acknowledge that XFS is acting solely as an administrator for Dealer with respect to the billing and collecting of the charges under the Maintenance Agreement included in the Lease Payments. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR

ANY BREACH BY THE DEALER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS LEASE BE AFFECTED, MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY DEALER.

8. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Lease to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment and all proceeds thereof in order to secure your performance under this Lease. XFS is and shall remain the sole owner of the Equipment, except the Software. XFS may label the Equipment to identify our ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's UCC financing statement against you becomes necessary.

9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights (but none of our obligations) under this Lease. XFS's assignee will have the same rights that we have to the extent assigned (but none of our obligations). YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOURPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit payments due under this Lease to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Lease.

10. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges, (including sales, use, personal property and transfer taxes, other than net income taxes), plus interest and penalties assessed by any governmental entity on the Equipment, this Lease, or the amounts payable under this Lease (collectively, "Taxes"), which will be included in XFS's invoice to you unless you timely provide continuing proof of your tax exempt status. If Equipment is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize XFS to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. Unless and until XFS notifies you in writing to the contrary, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. This is a true lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your status as lessee of the Equipment.

11. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE SALE, DESIGN, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, WITH RESPECT TO EQUIPMENT, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. Since you have selected the Equipment and the Dealer, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment and agree that you will contact each manufacturer and/or Dealer for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any warranty rights we may have against Dealer or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR DEALER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL LEASE PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS LEASE.

12. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, you assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute tort liability or warranty and any claims based on patent, trademark or copyright infringement; and (b) any and all loss or damage of or to the Equipment.

13. Default and Remedies. You will be in default under this Lease if (1) XFS does not receive any payment within 10 days after its due date, or (2) you breach any other obligation in this Lease or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including requesting the Dealer to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty of the sum of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Lease Payments remaining in the Initial Lease Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the then determined Fair Market Value thereof, as reasonably determined by XFS, as of the end of the Initial Lease Term, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Lease.

14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. In addition, XFS shall be similarly named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE OR ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS

AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH LEASE PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the equipment is not restorable, to replace it with like-kind condition equipment from the same manufacturer or (z) pay to XFS, the greater of (i) the total unpaid Lease Payments for the entire term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Fair Market Value of the Equipment immediately prior to the loss or damage, as reasonably determined by XFS. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS LEASE. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (I) AT XFS'S SOLE ELECTION, TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION, ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Lease.

15. Finance Lease and Lessee Waivers. The parties agree this Lease is a "Finance Lease" under UCC Article 2A. You waive, solely against XFS and its successors and assigns, (a) all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC (C.G.S.A. §§42a-2A-724-737), and (b) any rights you now or later may have which require XFS to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

16. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments under this Lease.

17. Original and Sole Controlling Document; No Modifications Unless in Writing. This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. You agree that an executed copy of this Lease that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Lease constitutes chattel paper (as defined in the UCC), no security interest in this Lease may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS LEASE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. THE DEALER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS LEASE. THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease. You authorize XFS to insert or correct missing information on this Lease, including but not limited to your proper legal name, lease numbers, serial numbers and other information describing the Equipment, so long as there is no material impact to your financial obligations.

18. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED. AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.

19. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Lease as lessee, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease 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 XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you.



A Xerox Company

5657 COPLEY DRIVE
 SAN DIEGO, CA 92111
 P | 858.573.6300 F | 858.573.1962
 WWW.MRC360.COM

SERVICE AGREEMENT
 REV12032014

CUSTOMER INFORMATION	COMPANY NAME - SHIP TO Mt Diablo Unified School District- Print Shop			COMPANY NAME - BILL TO Mt Diablo Unified School District		
	ADDRESS 1936 Carlotta Dr.			ADDRESS 1936 Carlotta Dr.		
	CITY Concord	STATE CA	ZIP 94519	CITY Concord	STATE CA	ZIP 94519
	PRIMARY CONTACT Tom Sullivan		PHONE # 925-682-8000 ext. 4021	AP CONTACT Wayne Oetken		PO #
	EMAIL sullivant@mdusd.org		FAX 925-682-8414	AP EMAIL oetkenw@mdusd.org		AP PHONE # 925-682-8000

COST PER COPY (CPC)	BASE AND OVERAGE BILLING		<input checked="" type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY		
	INCLUDES PARTS, LABOR, AND SUPPLY ITEMS FOR THE TERM. ADDITIONAL PAGES SHALL BE BILLED AT THE OVERAGE RATE. THIS AGREEMENT DOES NOT COVER PAPER, LABELS, TRANSPARENCIES, OR STAPLES.						
	EQUIP ID	MODEL	SERIAL NUMBER	START METER BW CLR	MONTHLY ALLOWANCE BW CLR	OVERAGE RATE BW CLR	SERVICE BASE MONTHLY
		C60		0 0	N/A N/A	0.005 0.0495	0
SPECIAL BILLING INSTRUCTIONS Do not escalate for term of contract. Do not charge monthly supply fee.							
METER COLLECTION METHOD		<input checked="" type="checkbox"/> 360 APP		<input checked="" type="checkbox"/> EMAIL		<input type="checkbox"/> FAX	

PRINTCARE	BASE AND OVERAGE BILLING		<input checked="" type="checkbox"/> MONTHLY		<input type="checkbox"/> QUARTERLY		
	INCLUDES PARTS, LABOR, AND SUPPLY ITEMS FOR THE TERM. EQUIPMENT IS LISTED ON THE ATTACHED SCHEDULE A AND/OR B. ADDITIONAL PAGES SHALL BE BILLED AT THE OVERAGE RATE. THIS AGREEMENT DOES NOT COVER PAPER, LABELS, TRANSPARENCIES, OR STAPLES.						
	PRINTERS	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W	
			COLOR			COLOR	
	MONTHLY BASE				# OF UNITS		
	MFP'S	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W	
COLOR				COLOR			
MONTHLY BASE				# OF UNITS			
SPECIAL BILLING INSTRUCTIONS							
METER COLLECTION METHOD		<input type="checkbox"/> 360 APP		<input type="checkbox"/> EMAIL		<input type="checkbox"/> FAX	

AUTHORIZATION	CUSTOMER AGREES TO PURCHASE AND MRC AGREES TO PROVIDE MAINTENANCE SERVICE FOR THE EQUIPMENT IDENTIFIED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. AGREEMENT TERM IS 60 MONTHS STARTING ON THE LATER OF NEW EQUIPMENT INSTALL DATE OR THE AGREEMENT SIGNATURE DATE BELOW. BY SIGNING, YOU ACKNOWLEDGE RECEIPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGE THAT THE AGREEMENT IS NOT BINDING ON MRC UNTIL SIGNED BY ITS CFO OR CONTROLLER.					
	COMPANY Mt Diablo Unified School District			MRC Smart Technology Solutions		
	AUTHORIZED SIGNATURE			AUTHORIZED SIGNATURE		
	PRINT NAME Wayne Oetken			PRINT NAME		
	TITLE Chief Business Officer			TITLE CFO / CONTROLLER		
DATE		DATE		SALES REPRESENTATIVE		



SCHEDULE A

TOMER NAME Mt Diablo Unified School District

LEASED EQUIPMENT	ASSET ID	MODEL	SERIAL NUMBER	START METER		LOCATION	NON-NETWORKED FLAT BASE
				BW	CLR		
		C60		0	0	Print Shop- Room 10	
TOTAL METERS							

Service Agreement Terms and Conditions

1. This required Service Agreement (Agreement) covers required maintenance and all toner and ink cartridges (Supplies) provided by MRC necessitated by normal use of the Equipment by the Customer as listed on page one, Schedule A, and Schedule B (Equipment). Damage to the Equipment or its parts caused by misuse, abuse, or negligence beyond MRC's control are not covered. MRC reserves the right to replace the Equipment rather than repair it, at no cost to the Customer, if it is determined by MRC service personnel that it is more cost effective. In the event the Equipment cannot be repaired by MRC due to age, expected life meter range, excessive volume usage, chronic failure, parts unavailability or other reason outside of MRC's control, Customer has the option of replacing it by purchasing new Equipment, or a mutually agreed upon used piece of Equipment, or rebalancing its fleet. MRC may terminate this Agreement in the event: preexisting Customer Equipment is not in good working order as of the Start date of the Agreement, or any Equipment is: modified, altered, serviced by personnel other than those authorized by MRC, damaged in a move, given supply items other than those provided by MRC that, in MRC's judgment, increase the cost of basic service, and in all such cases Customer agrees to pay MRC for MRC Supplies installed in Customer's Equipment that will be left with Customer at contract termination. Parts and drums required for repair may be recovered or reprocessed, and replaced parts and drums will become the property of MRC at its option. The Customer's Equipment installation site must at all times conform to manufacturers recommended space, electrical, and environmental requirements. Customer will provide, at no charge to MRC, access to the Equipment. When customer initiates the request for repair, if access is denied for greater than fifteen (15) minutes, then Customer will pay a separate labor charge. MRC Onsite service hours are from 8:00am to 5:00pm Monday through Friday excluding MRC Holidays. This Agreement covers Analyst Services/Network Support provided by MRC on new equipment purchased from MRC for the first 30 days from equipment install date. Analyst Services/Network Support for non-scanning printers beyond the initial 30 days is offered by MRC on a separate 360NetSync+ Support Agreement or billed hourly. More information on Network Support Service is available on our website www.mrc360.com.

2. Customer is required to notify MRC within one (1) week upon installation of any additional Equipment at Customer's site capable of using MRC Supplies provided by MRC under this Agreement. Upon installation, such Equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this contract. Customer is required to fill out and submit an Add/Remove Equipment form to MRC within one (1) week of placement of new Equipment. If Equipment is being removed for retirement purposes, Customer must submit an Add/Remove form to MRC. For both additions and deletions of Equipment, Customer must print out and submit to MRC a configuration sheet generated from the Equipment showing the first or last meter count. The printer's Equipment ID# must be written on the configuration sheet along with the date printed if it is not printed as part of the configuration sheet. In the event a configuration sheet is not supplied to MRC before the next billing cycle, MRC will estimate the meter read based on the meter history of that Equipment. Configuration sheets may be emailed to MRC at meters@mrc360.com or faxed to 858-573-1962 with a proper cover sheet.

3. Supplies provided under this Agreement shall at all times remain the property of MRC. Customer may use the Supplies in the Equipment but Customer shall not have any ownership rights in the Supplies. Customer agrees the Supplies in this Agreement are provided based on the industry standard 5% page area coverage. Customer will notify an MRC officer in advance if it reasonably suspects its average page area coverage will regularly exceed 5% so that the Base Rate and Overage Rate will be increased to match the increase in Supplies usage. When a Customer's ordering or receipt of Supplies multiplied by the Manufacturer's standard yield of pages is higher than the pages billed under this Agreement then Customer agrees to pay MRC's separate invoice for excess supply usage within five (5) business days of the date on the supplemental supply invoice. Customer agrees that MRC may periodically pick up any Supplies at the Customer's site that MRC deems is over normal stocking quantity. Customer shall promptly return to MRC all Supplies not installed in Equipment at the termination of this Agreement or pay for any Supplies not returned within five (5) business days.

4. Customer agrees to install the MRC approved remote meter collection software (360-App) on an approved server or network PC to collect meter reads and monitor supply levels to detect the need to ship refills on a timely basis. Customer agrees to provide IT assistance as required to maximize the number of devices reporting remotely. Equipment that will not report remotely will be identified and an alternate method of meter collection will be assigned. Reads can be reported via direct fax at 858-573-1962 or emailed to meters@mrc360.com. In the event meter reads are not reported for Equipment, MRC will estimate usage based on internally established procedures for billing purposes. The pricing of this Agreement has factored in the 360-App is installed and reporting meters automatically, if Customer chooses not to install or maintain 360-App then a minimum \$25 fee will apply per billing cycle plus an additional \$2.50 per Equipment over ten pieces of Equipment.

5. Except as otherwise indicated herein, this Agreement is non-cancellable and will commence on the start date and remain in effect throughout the Term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a month to month basis unless Customer provides MRC with written notice of its intent to cancel between 90 and 30 days before the end of the Term. If a party is in breach of a material obligation under this Agreement and fails to cure such breach within thirty (30) days from the date it receives written notice from the non-breaching party which sets forth in reasonable detail the nature of the breach, then the non-breaching party shall have the option to terminate this Agreement immediately by written notice. Any extension will be billed in the same manner as set forth herein. The Base Rate will be billed in advance of the time period covered. The Overage Rate will be billed at the end of the time period covered. Unused allowances expire in the billing period and are not carried over to future periods. Customer agrees to remit payment for MRC invoices within thirty (30) days. All taxes resulting from this Agreement are the responsibility of the Customer. Shipping charges will be billed at \$7.98 per month or \$10.00 per order, whichever is less. Customer parking charges incurred by MRC Service Technicians will be billed to the Customer. All Magnetic Ink Character Recognition toner (MICR toner) ordered by Customer will be invoiced separately at an additional charge unless specifically identified and incorporated within this Agreement. If Customer fails to timely pay invoices when due, MRC, at its sole discretion, may (1) refuse to provide service and/or Supplies until past invoices are paid in full, (2) furnish all future service and Supplies on a C.O.D. "Per Call" basis at MRC's rates and/or (3) accelerate all remaining amounts due hereunder and terminate this Agreement. MRC may increase either or both the monthly Base Rate or the Overage Rate on an annual basis up to 10%. MRC shall be entitled to and Customer shall pay all costs and expenses, including attorneys' fees incurred by MRC in any collection efforts of any amounts due hereunder. A Page/Print/Copy/Image is defined as a standard 8.5" x 11" Page/Print/Copy/Image. MRC reserves the right to charge an appropriate additional amount for sizes over 8.5" x 11".

6. Each party (the "indemnitor") agrees to hold harmless, defend and indemnify the other party (the "indemnitee") against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of the indemnitor, its agents and employees arising from the performance of services under this Agreement. However, a party shall have no obligation to hold harmless, defend or indemnify a party seeking indemnity from or for liability arising from the willful misconduct, intentional or negligent acts of the party seeking indemnity. In no event shall either party be liable to the other for any special, incidental, indirect, consequential, or punitive damages in any way arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence), or due to non-performance, any breach of this Agreement, or any act of its employees or agents. The provision of this paragraph shall survive any termination of this Agreement. Other than the obligations set forth herein, MRC disclaims all warranties expressed or implied.

7. This Agreement shall be governed in accordance with the laws of the State of California, and the Parties submit to the jurisdiction of said state. Venue for any action between the parties shall lie in the District Court of San Diego. In the event either party shall bring any action to enforce or protect any of its rights against the other party, the prevailing party shall be entitled to recover, in addition to its damages, its reasonable attorneys' fees and costs incurred in connection therewith. MRC agrees to treat Customer's information on a confidential basis. No modification of this Agreement shall be binding unless in writing and signed by the party against whom it sought to be enforced. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall be construed as valid and enforceable. This Agreement contains the entire agreement and understanding of the parties with respect to Service, Maintenance and Supplies. There are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein or also embodied in any attached agreement. Any and all prior discussions, negotiations, commitments and understandings relating to Service, Maintenance or Supplies are merged herein. There are no conditions precedent to the effectiveness of this Agreement other than as stated herein, and there are no related collateral agreements existing between the parties, other than any agreement attached hereto.

Customer Initials _____

MRC Initials _____

MRC Equipment Removal Form

Request By: Hayley Day Request Date: _____ Delivery Date: _____

Customer#		Order #	
Name:	<u>Mt Diablo Unified School</u>	Phone:	<u>925-682-8000 ext. 4021</u>
Address:	<u>1936 Carlotta</u>	Fax:	<u>925-682-8414</u>
Room/Dept./Floor:	<u>Print Shop -Room 10</u>	Contact:	<u>Tom Sullivan</u>
City/State/Zip:	<u>Concord, CA 94519</u>	Second Contact:	_____

Site Information:

Loading Dock: <input type="checkbox"/>	Stairs : <input type="checkbox"/> No
Elevator: <input type="checkbox"/>	How Many: <input type="checkbox"/>
Deliver to Front: <input checked="" type="checkbox"/> Yes	

Special Instructions: _____

Equipment & Assessories Requested for Removal:					PLEASE CHECK APPROPRIATE BOX	
Make/Model	Product Number	Qty	Serial Number	Meters BW & Color	<u>KEEP</u>	<u>RETURN</u> to Leasing Co Yes
Xerox XC550V		1	RFX351201		<input type="checkbox"/>	<input checked="" type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

EQUIPMENT PICK-UP RELEASE:
 ASIDE FROM THE AGREED UPON BUYOUT (IF APPLICABLE), MR. COPY IS NOT RESPONSIBLE FOR ANY ADDITIONAL UNPAID BALANCE OWED ON ABOVE EQUIPMENT. BY RELEASING THE EQUIPMENT, CUSTOMER IS ACKNOWLEDGING THEY ARE THE RIGHTFUL OWNER AND THE EQUIPMENT IS FREE AND CLEAR OF ANY ENCUMBRANCES AND OWNERSHIP IS BEING TRANSFERRED TO MR. COPY.

*IF TRADE-IN TO KEEP EQUIPMENT HAS A XEROX MAINTENANCE CONTRACT, IT IS CUSTOMERS RESPONSIBILITY TO NOTIFIED XEROX CORP IN WRITING TO CANCEL THE CONTRACT. CANCELLATION LETTER MUST BE ON CUSTOMER LETTERHEAD AND FAXED TO 888-890-8818.

_____ Customer Signature (Required)	<u>Tom Sullivan</u> Print Name	_____ Date
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SIGN BELOW ACKNOWLEDGING EQUIPMENT HAS BEEN PICKED UP PER ABOVE RELEASE:

_____ Customer Signature (Required)	_____ Print Name	_____ Date
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