

**APPENDIX J TO DIR CONTRACT NO. DIR-TSO-3043**  
**Pool Plan Agreement**

This Pool Plan Agreement (including the Exhibits hereto) (collectively, "Agreement") modifies certain prior agreements (the "Underlying Agreements") entered into between you and Xerox for the rental, lease or maintenance of that equipment indicated on the attached Pool Plan Pricing Exhibit (the "Pooled Equipment") in accordance with terms of DIR Contract No. DIR-TSO-3043.

1. **Pool creation.** The Pool Plan is a pricing arrangement covering the Pooled Equipment, each unit of which has been assigned a specified monthly Unit Portion Charge, a designated number of prints included within the Unit Portion Charge (the "Prints Included"), and an excess usage charge for each print made beyond the Prints Included (the "Excess Rate per Print"), all of which is set out in the Pool Plan Pricing Exhibit. The individual Unit Portion Charges and Prints Included are added together to create respectively the Pool Monthly Charge and the Pool Prints Included.
2. **Amendment of Underlying Agreements.** In addition to the pricing changes for the Pooled Equipment set out in the Pool Plan Pricing Exhibit, you agree that by entering into this Agreement you have amended the Underlying Agreements in the following manner:
  - A. **Supplies Included.** All Pooled Equipment shall either have supplies included as part of the amounts you pay under the Pool Plan or not, as indicated in this Agreement. If supplies are included, they shall be provided to you by Xerox pursuant to the standard Xerox terms for such arrangements in effect throughout the course of this Agreement.
  - B. **Fixed pricing.** All Pooled Equipment shall either have the pricing you pay for the rental or maintenance of that equipment fixed or not, as indicated in this Agreement. If the pricing is fixed, Xerox shall forego any rights it might have pursuant to the Underlying Agreements to increase the amount you pay to rent or maintain the Pooled Equipment throughout the initial term of each Underlying Agreement.
  - C. **Billing.** Xerox shall have the right to send all bills related to the Pooled Equipment to the Address indicated on this Agreement and to send such bills in accordance with the terms established hereunder.
3. **Commencement Date.** The Pool Plan Commencement Date shall be the later of (a) the date of this Agreement, or (b) the install and acceptance date of the first unit(s) of Pooled Equipment. For purposes of this provision, Customer will provide Xerox written notice of non-acceptance within ten business days of Equipment delivery, otherwise the Equipment will be deemed accepted as of the delivery date.
  - A. **Billing Of Pool Plan Charges.** The Pool Monthly Charge is billed monthly. Charges for any prints made beyond the Pool Prints Included shall be made at the Excess Rate per Print and billed in arrears at intervals consistent with the Meter Reconciliation Period established under this Agreement. Invoicing will commence upon the Pool Plan Commencement Date (regardless of whether additional installations of Pooled Equipment are anticipated). The Pool Monthly Charge and Pool Impressions Included (a) will be prorated during any given month based upon Pooled Equipment not yet installed, and (b) will be adjusted for any units of Pooled Equipment subject to a K-16 Billing Suspension arrangement. All payments will be handled in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3043.
4. **Additional Charges for Pooled Equipment.** In addition to those payments due under this Agreement, you are responsible for the following additional payments required under the Underlying Agreements: (a) any payments stemming from the Cash Sale or Installment Sale of Pooled Equipment; (b) any premiums agreed to in exchange for Extended or Enhanced service coverage; (c) any payments stemming from charges captured on the second Meter (i.e., Meter 2) of any Pooled Equipment; (d) any Supplies (if supplies are not included) and Application Software charges; and, (e) any Use Charges due on leased Pooled Equipment (unless these charges are billed exclusively through the price you pay per print in the Underlying Agreement). For purposes of this Agreement, Use Charges shall be defined as those amounts you pay Xerox for the use of any leased Pooled Equipment (as opposed to its maintenance). For details regarding the billing of any applicable Use Charges, see the attached Use Charge Pricing Exhibit.
5. **Pricing Changes.** Unless the Pool Pricing is fixed (as described in Section 2 above), Xerox may, upon DIR approval, annually adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per

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Print, each such adjustment not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)

6. **Modification of Prior Xerox Agreement.** If this option has been selected, this Agreement will modify a prior Pool Plan Agreement between you and Xerox covering the Pooled Equipment such that the prior agreement shall remain as written except for any new terms presented in this modification agreement (e.g., changes regarding Fixed Pricing).
7. **Additions, Deletions, and Changes.** You may add Equipment to and/or delete Equipment from the Pool at any time, provided that the Underlying Agreements covering any Equipment added to the Pool shall be amended in accordance with the terms of DIR Contract No. DIR-TSO-3043 and this Agreement. Once an addition or deletion takes place (or an Underlying Agreement is terminated, renewed, or modified), Xerox shall have the right to equitably adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print amounts upon DIR approval. Note that any such adjustments (as well as any other Pool Plan pricing adjustments made pursuant to this Agreement) shall allow for specific adjustments to the Unit Portion Charge, Prints Included, and Excess Rate per Print of each unit of Pooled Equipment.
8. **Termination.** Termination will be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3043. With regard to individual units of Pooled Equipment removed from the Pool Plan, the Underlying Agreements shall be in full force and effect as written prior to their being amended by this Agreement except that (a) any amendments to the Underlying Agreements created under Section 2 of this Agreement shall remain in effect, and (b) the pricing for the equipment covered by the Underlying Agreements may be recalculated by Xerox as follows:
  - A. all Maintenance and Rental Agreements may be charged at the standard, applicable Xerox rate then in effect for you in accordance with Appendix C of DIR Contract No. DIR-TSO-3043.
  - B. all Lease Agreements under which you received a separate bill for the Minimum Lease Payments (i.e., those leases under which these charges were paid outside the Pool Plan) shall continue to result in one bill for the Minimum Lease Payments and a second bill for the Periodic Base Charges and all Print Charges for your leases (which may be charged at the standard, applicable Xerox rate then in effect for you in accordance with Appendix C of DIR Contract No. DIR-TSO-3043; and,
  - C. All Lease Agreements under which your Use Charges were billed exclusively through the price you paid per print in the Underlying Agreements may be adjusted in order to render the Periodic Base Charges and all Print Charges for your leases consistent with the standard, applicable Xerox rate then in effect for you in accordance with Appendix C of DIR Contract No. DIR-TSO-3043.

End of Appendix J