



Customer Information	Customer Legal Name and Address Corporation of the Township of Augusta 3560 County Rd. 26 RR#2 Prescott, ON	Installation Address (if different) Township Augusta 3560 Country Rd Prescott, ON
	K O E I T O	K O E I T O

This is an agreement between Xerox Canada Ltd. and Customer for the transaction(s) described below and incorporates terms and conditions attached hereto

Product Description	Product	Maintenance	Duration (Mos.)	Toner Included	Developer Included	Billing Frequency (M, Q, S, A)	Initial Base/Support Charge \$ per unit	Initial Volume Allowance per unit	Initial Price \$ per Impression	Maintenance Details
				yes (Y) or no (N)	yes (Y) or no (N)					
	WC7242P WORKCENTRE 7242 MULTIFUNCTION PRINTER	Black & White	66	Y	N	Q	0.00		0.0134	
	1 LINE FAX KIT	Colour					0.00		0.0990	
	PS KIT	1501+					0.00		0.0950	
	NETWORK SCANNING						0.00			
	DADF 7132/7232/7242						0.00			
	2 TRAY MODULE 7232/7242						0.00			

Financial Details	Periodic Payment (Excluding Maintenance)	Payment Frequency	In-Place Equipment (Serial Number)	Xerox to Remove (Y/N)
	Variable	<input type="checkbox"/> Monthly (M) <input type="checkbox"/> Quarterly (Q) <input type="checkbox"/> Semi-annually (S) <input type="checkbox"/> Annually (A) <input type="checkbox"/> Once <input checked="" type="checkbox"/> Other	SHXHVA01029	N
	Customer	Number of Payments	FMA012721	N
	<input type="checkbox"/> PST Exempt <input type="checkbox"/> HST Exempt <input type="checkbox"/> QST Exempt <input type="checkbox"/> GST Exempt (Attached Certificate)	Variable		
	Term in Months	Contract Type		
	66	Lease		

Appendices Standard Terms and Conditions (TC0200), Supplemental Terms and Conditions (TC1100), Finance Details of Third Party Obligations and/or Replacement Information (TC2200), Variable Payments (TC2300)

Authorization	Xerox Canada Ltd.	Customer
	<i>Danielle Wilford</i> (Authorized Xerox Representative)	<i>Richard Bennett</i> Authorized Customer Representative
	07/14/2009 Date (mm/dd/yyyy)	07/14/2009 Date (mm/dd/yyyy)
	Danielle Wilford Name (Please Print)	Richard Bennett Name (Please Print)

Taxes Extra Where Applicable
 For Quebec only Customer has requested that this Agreement and all related documents be drawn up in the English language. Le client a demandé que le présent contrat et toute la documentation d'accompagnement soient rédigés en anglais.
 © 2008 Xerox Corporation. All rights reserved. Xerox and Sphere of Connectivity are trademarks of Xerox Corporation in the United States and/or other countries. Xerox Canada Ltd. is the licensee of all such trademarks. TC0100-V0X (April 2008)

These terms and conditions and any appendices or notices referred to herein or therein, supplement and form a part of the face page to which it is attached (collectively, the "Agreement"). This Agreement constitutes the entire agreement between the customer identified therein ("Customer") and Xerox Canada Ltd. (together with its successors and assigns, "Xerox") as to its subject matter and supersedes all prior and contemporaneous oral and written agreements.

This Agreement provides for the acquisition by Customer of equipment described on the face page of this Agreement ("Equipment") either by purchase or lease, (as indicated on such face page) and/or the licensing of copyrighted software with or within the Equipment ("Software"), which may be financed by lease, from Xerox and any maintenance ("Maintenance") to be provided for that Equipment and Software. The terms and conditions under various headings are applicable to transactions as follows: Lease: General, Maintenance (if applicable) and Lease Agreement; Purchase: General, Maintenance (if applicable) and Purchase; and Maintenance: General, Maintenance. Defined terms denoted by initial capital letters and not otherwise defined in these terms and conditions have the meanings as assigned on the face page of this Agreement.

Part I - General

- G1 Customer shall pay to Xerox all amounts shown on this Agreement. A late payment charge of up to 1.5% per month (18% per annum) will be levied on amounts overdue by more than thirty (30) days. All amounts are due within thirty (30) days from invoice date or due date according to this Agreement. Amounts due do not include any applicable sales taxes, goods and services taxes, value added taxes, or other regulatory fees and charges payable by Customer. Customer shall pay all such taxes, fees and charges unless a valid exemption authorization is provided.
- G2 Customer's obligation to make Periodic Payments and/or to pay any other amounts due hereunder shall be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense, counterclaim, or recoupment for any reason, irrespective of Xerox's performance of its obligations under this Agreement or any other agreement between Customer and Xerox. Any claim that Customer may have against Xerox may be asserted solely against Xerox in a separate action provided Customer continues to fulfill all its obligations under this Agreement.
- G3 Equipment furnished will be "factory processed" unless otherwise indicated on the face page of this Agreement. "Factory processed" Equipment will contain new and remanufactured, reconditioned or used parts, warranted by Xerox to be equivalent in performance to new parts when used in the Equipment.
- G4 a) In no event shall Xerox be liable to Customer in contract, tort or for any cause of action, for any damages resulting from loss of data, profits, use of Equipment or Software, security and backup of data associated with the Software, or for any special, indirect, incidental, consequential or punitive damages, even if advised of the possibility of such damage.
b) Except where prohibited by applicable law, the provisions contained herein are in lieu of any other representations, warranties or conditions, express or implied, statutory or otherwise including but not limited to any implied warranty of merchantability or fitness for a particular purpose. This represents the sole obligation of Xerox concerning damages resulting from or in connection with the use or performance of the Equipment or Software including its use by any person. In the event Customer is entitled to recover damages due to Xerox fault or negligence, such money shall be limited to the amount paid by Customer for the Equipment or Software or Maintenance.
- G5 In the event that Xerox is removing equipment, title to and ownership of Xerox or third party trade-in equipment shall reside with Xerox upon execution of this Agreement. Customer represents and warrants it has clear and marketable title to the trade-in equipment, and that it is free from all encumbrances.
- G6 a) Software is not sold but only licensed for use by Customer on a non-transferable, non-exclusive basis in Canada only on the Equipment for which it was delivered. The license is effective upon delivery of Software. This license does not apply to any software accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement. Portions of Software may be subject to open standards-based technology and accompanied by notices and/or open source licenses that govern the use of those portions and which are not altered by any licenses granted herein.
b) A Maintenance Release is defined as a release issued by Xerox to a maintenance customer for the purpose of providing minor enhancements to and/or correcting deficiencies in the Software. A Functional Release is defined as a release issued by Xerox for the purpose of providing major improvements in the performance and/or functionality of the Software. Customer's refusal to accept or install releases of Software may affect the availability of maintenance services provided in this and other agreements relating to the Equipment. Customer acknowledges that the incorporation of a release of software may change the configuration and/or utility of the Equipment. Such changes may require Customer to acquire additional storage, memory, software or other equipment. For third party software maintained by Xerox, Xerox will provide telephone support and where applicable releases as set out above provided Customer is current in the payment of all applicable license fees and additional maintenance fees.
c) Diagnostic Software is Xerox proprietary software used by persons authorized by Xerox to, among other things, diagnose Equipment malfunctions. This license does not apply to Diagnostic Software. If Equipment is maintained by a non-Xerox authorized service provider, Customer shall separately license Diagnostic Software and pay associated license fees.
- d) Title to all Software and Diagnostic Software and all copyrights, patents 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 other applicable provisions. Customer may not distribute, copy, modify, create derivatives, decompile, reverse engineer or disclose or make available to any third party Software or Diagnostic Software or activate such software from an inactivated state nor shall Customer permit any third party to engage in such conduct.
- e) Neither Xerox nor its licensors warrant that the Software or Diagnostic Software will be free from errors or that its operation will be uninterrupted. Xerox will use reasonable efforts to resolve coding errors or provide workarounds or patches.
- f) Xerox may terminate the license for any Software (i) thirty (30) days after notice by Xerox in the event of any breach by Customer of any term under this Agreement or related software agreement, or termination thereof; or (ii) immediately after notice by Customer that Customer has discontinued use of the Software.
- G7 For Equipment and/or Software not manufactured by Xerox, any warranty provided by the third party is hereby assigned to Customer and Xerox assumes no responsibility with respect thereto. Customer's rights and obligations are as set out in any agreements with such third parties. Failure in performance of the third party Equipment and/or Software or related support or other services will not entitle Customer to a reduction in its financial obligations to Xerox herein.
- G8 This Agreement is binding upon Customer on the date it is executed by Customer unless Xerox notifies Customer prior to installation that Xerox has not accepted it. Customer authorizes Xerox to conduct a review of its credit history and to make inquiries concerning Customer at any credit reporting agency. Xerox may also disclose payment history information relating to Customer to any credit reporting agency. All information obtained by Xerox relating to Customer may be disclosed to any assignee or successor in interest of Xerox's rights and interests hereunder.
- G9 Customer and Xerox agree that if any term or condition of this Agreement is prohibited or rendered invalid by the law of the province or territory to which this Agreement is subject, that term or condition shall be severable from this Agreement without invalidating the remaining terms and conditions of this Agreement. This Agreement shall be governed by and construed according to the laws of the province in which the Equipment is located. Customer hereby attorns to the non-exclusive jurisdiction of the courts of such province.
- G10 Customer acknowledges that Xerox, in providing services and products, may be provided with or be given access to personal information for business or processing purposes. Xerox and Customer will take all reasonable steps to protect the confidentiality of information that is confidential and/or personal in nature.

Part II - Maintenance

- M1 Xerox guarantees continued full service maintenance ("FSM") availability for the later of five (5) years from the date of initial installation of the Equipment or the length of the initial lease, subject to Xerox service availability for the particular model of equipment and its components.
- M2 a) Xerox may change prices and/or terms and conditions annually by giving Customer not less than thirty (30) days prior written notice. An invoice incorporating new pricing shall be considered adequate notice.
b) If consumable supplies are included in the maintenance charges, Customer agrees that unused supplies are Xerox property and that such supplies will be used only in Equipment covered by a supplies-included plan. Xerox may inspect at reasonable intervals or based upon reasonable grounds and shall have the right to charge for any improper usage.
- M3 At the expiry of the Duration, the FSM plan will automatically renew to an annual plan at prices in effect at that time, until the end of service availability referenced in Section M1.
- M4 a) Unless extended hours coverage has been purchased, Xerox will provide maintenance for the Equipment located in Canada, making all necessary adjustments, repairs, and parts replacement during normal working hours excluding holidays. The determination of what is necessary is solely within the discretion of Xerox.

- b) FSM will include: replacement of parts that are unserviceable; on site Product updates and Maintenance Releases; and labour. Replacement parts will be in good working order and may be new or used.
- c) Services not described above may be performed by Xerox at the request of Customer and will be charged at the rates that apply at that time.
- d) 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 will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download any Customer documents residing on or passing through the Equipment or Customer's information management systems.

M5 If Customer is not satisfied with the performance of the Xerox Equipment, Customer may request a replacement with an identical model, or a model with comparable features and capabilities in the event that an identical model replacement is not available. This Xerox Total Satisfaction Guarantee ("TSG") applies only if the Equipment has been continuously and exclusively maintained by Xerox under FSM from the date of installation. Use by Customer of non-Xerox approved consumable supplies that affect the performance of the Equipment may invalidate the TSG. The term of this Xerox TSG is three (3) years from the date of the initial installation of the Equipment.

M6 If Customer moves the Equipment within Canada, Customer shall advise Xerox in writing and such move will be at Customer's own risk and cost. Xerox will advise Customer if FSM under this Agreement will be provided at the new location.

M7 Customer may terminate FSM upon thirty (30) days written notice and Xerox may terminate FSM:

- a) Immediately if Product is modified without consent, damaged or used outside specifications or Customer is in breach of any term of this Agreement and fails to cure such breach in the time provided by Xerox; or
- b) Upon six (6) months written notice, should maintenance be discontinued, subject to Section M1.

Part III – Lease Agreement

L1 Periodic Payments are payable in advance on the day of delivery, in the case of Equipment and/or Software which is not installed by Xerox, or on the day of installation, in the case of Equipment and/or Software which is installed (or converted from rental if applicable) by Xerox. This date shall be the first day of the payment period, and thereafter the Periodic Payment shall be due on the first day of each subsequent payment period. Customer agrees to pay a one time documentation fee, which will be billed on the first invoice. Restrictive endorsements on cheques sent to and cashed by Xerox will not reduce Customer's obligations to Xerox. At Xerox' discretion, this Agreement may contain refinanced amounts, which shall form part of the Periodic Payments. The refinanced amounts shall be no less than the aggregate net present value of the balance of payments owing under prior agreements, with Xerox and/or third parties, as determined by Xerox. If this Agreement is terminated for any reason, the refinanced amounts still owing shall be immediately due and payable. Deletions, substitutions and other changes shall not affect obligations that remain and any resulting changes to Customer's payment obligations shall be as shown in the first invoice issued following such change. This first invoice shall be conclusively deemed to supplement this Agreement. This Agreement is a lease and cannot be cancelled or terminated except as expressly provided herein.

L2 a) Xerox shall retain title to and ownership of the Equipment unless and until Customer purchases and pays for the Equipment. In order to secure the Customer's performance herein, Customer and Xerox agree that a security interest in the Equipment shall attach to each item of Equipment upon its delivery. Customer waives notice of any action by Xerox and any right to receive a copy of any financing statements or similar statements.

b) Customer shall give Xerox not less than thirty (30) days prior notice of intent to move the Equipment and/or Software and may not move it outside of Canada.

L3 Upon delivery of Equipment and/or Software, Customer agrees to assume responsibility for risk of loss or damage to the Equipment and/or Software however caused, except for the wilful or grossly negligent acts or omissions of Xerox, its employees, agents or contractors. For the Term of this Agreement, Customer shall keep the Equipment and any Software fully insured against loss or damage. Insurance proceeds will be used to first pay Xerox any amounts due under Section L6 (d) of this Agreement.

L4 The Equipment and/or Software will be used for Customer's own business use (rather than resale) and will not be used for personal, household, family or unlawful purposes.

L5 The following constitute "Events of Default" under this Agreement:

- a) Failure of Customer to pay any amount due under this Agreement;
- b) Subjecting of the Equipment or any Software to any lien, levy, privilege, attachment or any other judicial process;
- c) Breaches of any term or condition of this Agreement by Customer; or

d) In the reasonable opinion of Xerox, the Equipment and/or Software is in danger of loss, damage, destruction or seizure, or is in fact lost, damaged or destroyed.

L6 Upon occurrence of any of the Events of Default, Xerox shall be entitled to:

a) Give Customer notice of the Event of Default and, subject to any delay granted to Customer by Xerox to remedy the default, Xerox shall without prejudice to any other available remedy at any time thereafter have the option of immediately terminating this Agreement and Customer shall return the Equipment and/or Software at Customer's expense;

b) Render the Equipment and/or Software inoperable and take possession of the Equipment and/or Software wherever it is located. Customer agrees that it will not make any claim nor cause any claim to be made, nor will Xerox be liable for any damages caused as a result of Xerox taking possession of the Equipment and/or Software. Xerox's action of taking possession shall not prejudice Xerox's other rights under this Agreement or otherwise. Upon taking possession of the Equipment and/or Software, Xerox shall be entitled to sell, lease or otherwise dispose of the Equipment on terms it considers reasonable;

c) Consider the Agreement repudiated and after giving Customer written notice of such, to recover as liquidated damages an amount equal to:

i) The aggregate net present value of all Periodic Payments that would have become due between the Event of Default and the expiration of the initial Term of this Agreement, or any extension to the Term as if the Event of Default had not occurred. The net present value of each Periodic Payment shall be calculated by discounting each such Periodic Payment back to the date the Event of Default occurred at a discount rate of 5% per annum; plus

ii) All amounts hereunder previously due and unpaid up to the Event of Default; plus

iii) Any administrative and legal expenses as reasonably determined by Xerox; plus

iv) An amount equal to any sales taxes, goods and service taxes or value added taxes that Xerox is required to remit to a government authority in respect to the foregoing.

This subsection (c) represents a genuine pre-estimate of the damage suffered by Xerox upon repudiation and it is not regarded as a penalty by Xerox and Customer; and

d) If the Equipment and/or Software is not repossessed as a result of being lost or totally destroyed, the amount recoverable as liquidated damages shall be the sums determined under subsection L6 (c), plus the purchase option price as determined in accordance with Section L8.

L7 Unless Customer advises in writing to the contrary no later than thirty (30) days prior to the end of the Term of this Agreement, Customer shall be deemed to have renewed this Agreement for successive renewal periods of time and at renewal rates which are determined by Xerox. Renewal pricing shall be reflected in the first invoice issued by Xerox after the Term of this Agreement.

L8 Provided Customer is not in default of an Agreement for lease of Equipment, at the expiration of the Term of this Agreement, Customer shall have the option to purchase the Equipment financed pursuant to this Agreement at the fair market value of the Equipment, as determined by Xerox as of the date of exercise and title will transfer as is - where is at Customer's risk without any representation or warranty.

L9 In the event Customer does not renew or purchase Equipment, Equipment and/or Software shall be returned to Xerox at the end of the Term of this Agreement or any renewal period, at Customer's expense, in the same condition as it was on the date of delivery, reasonable wear and tear excepted. Software that is not capable of being returned shall be removed from the server, computer or other device on which it was installed or shall otherwise be destroyed.

L10 Xerox may assign this Agreement or any part hereof (including some or all of its rights and/or obligations hereunder) without the consent of Customer. If Xerox assigns only its rights (or certain of its rights) hereunder to an assignee: (a) such assignee of Xerox shall have all the rights so assigned but none of the obligations of Xerox hereunder; (b) such assignee shall not be liable to Customer for any reason whatsoever; and (c) Customer shall continue to look to Xerox for performance of Xerox's obligations and hereby waives and releases such assignee from any such claim. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Neither the benefits nor obligations of Customer under this Agreement are assignable by Customer without prior written consent of Xerox.

L11 For Saskatchewan only: Customer agrees that the Limitation of Civil Rights Act, as amended, shall have no application to this Agreement or to any renewal or extension thereof, or to any charge, lien or security given by the Customer to Xerox.

Part IV - Purchase

P1 Title and risk of loss shall pass to Customer when Equipment is delivered to Customer. Upon installation the Periodic Payment shall be billed and payable in accordance with Section G1.

Whereas Xerox and Customer wish to amend certain sections of the Agreement to which this appendix is attached;

Now therefore the parties agree as follows:

Whereas Xerox and Corporation of the Township of Augusta ("Customer") wish to amend certain sections of the Agreement to which this appendix is attached;

Now therefore the parties agree as follows:

1 Serial Number FMA012721 with description as follows (5050CPH COPIER/PRINTER/HCF/SCAN MODEL w/ IPA BOARD,SCAN KIT,1LINE FAX,OFFICE FINISHER) will be extend-a-leased per the terms on Variable payment schedule (TC2300) enclosed as part of this contract. This will supersede old lease contract for the said device (Lease Contract # 413639600) Service agreement from original contract will remain in effect un-amended.

2 Save as aforesaid, the Agreement shall remain in effect unamended.



Customer Name Corporation of the Township of Augusta ("Customer")

Please select one of the following three options:

- I. The non Xerox equipment set out in the table below is not owned by Customer and is on an active service agreement and is being replaced by the Xerox Product set out in the table below. Customer shall arrange for the equipment's removal upon delivery of the Xerox Product and also arrange the discharge of any financial obligations.
- II. The non Xerox equipment set out in the table below is on an active service agreement and is being replaced by the Xerox Product set out in the table below. The said non Xerox equipment is owned outright by Customer and has no liens or monies owing against it and title will transfer to Xerox. Xerox will remove the non Xerox equipment upon delivery of the Xerox Product.

(Please complete for options I & II only.)

Xerox Product	Third Party Equipment Manufacturer	Model Number	Serial Number
Workcentre 7242	Panasonic	KX 4006L	SHXHYA01029

- III. Customer shall issue a letter to _____ ("Third Party Leasing Company") in the form attached (see page 2 of Appendix TC3200 attached) forthwith upon execution of the Agreement.

The Total Third Party Leasing Company Amount, referenced in the attached form letter, shall form part of the Xerox Order Agreement ("XOA") Periodic Payment to which this appendix is attached.

Customer agrees that all payments made by Xerox to Third Party Leasing Company in order to discharge Customer's outstanding obligation with Third Party Leasing Company shall be due and owing to Xerox, regardless of circumstances including but not limited to non-installation of Xerox Product and failure of Xerox to meet any of its obligations to Customer (other than to the Third Party Leasing Company).

If there is a discrepancy between Third Party Leasing Company invoiced amount and the Total Third Party Leasing Company Amount referenced in the attached form letter, Customer agrees that Xerox may take one of the following actions:

- A. Invoiced amount less than Total Third Party Leasing Company Amount:
 - Credit Customer's account with the difference to a maximum of \$2,000; or
 - Amend the lease downward if the difference is greater than \$2,000.
- B. Invoiced amount greater than Total Third Party Leasing Company Amount:
 - Customer agrees to sign new XOA to amend the lease upward; or
 - Pay only the Total Third Party Leasing Company Amount and advise Customer of difference which is to be resolved between Customer and Third Party Leasing Company (Xerox will only allow this option if option 1 in the attached form letter is selected).

Authorized Customer Signature: 

Date: 07/14/2009
(mm/dd/yyyy)


Appendix to Order Agreement
Variable Payments




Variable Payment Plan	Billing Period (in months)			Payment Frequency	Periodic Payment (taxes extra where applicable)	Number of Payments
	Month:	1	to	3	Monthly	\$0.00
Month:	4	to	66	Quarterly	\$1,042.00	21
Month:		to				
Month:		to				
Month:		to				
Month:		to				
Month:		to				
Month:		to				
Month:		to				
Month:		to				
Month:		to				
Month:		to				
Month:		to				
Month:		to				
Month:		to				
Month:		to				
Month:		to				
Total:						24

Xerox Canada Ltd.

Customer



 Authorized Xerox Representative
 07/14/2009 _____
 Date (mm/dd/yyyy) Name (Please Print)



 Authorized Customer Representative
 07/14/2009 _____
 Date (mm/dd/yyyy) RICHARD BENNETT
 Name (Please Print)