

Xerox PagePack™ Pilot Procedures

PagePack™ Ordering

PagePack contracts may be ordered by NARS resellers that have entered into a PagePack Pilot Program Reseller Agreement by calling 1-800-835-6100, option 4, extension 5761.

Xerox Corporation (“Xerox”) may stop taking PagePack orders at any time. Xerox anticipates that it will allow PagePack orders covering approximately 200 PagePack-enabled devices.

PagePack is available on ONLY the following models:

- WorkCentre® (Pro) 123/128/133
- WorkCentre C2424
- Phaser® 5500
- Phaser 4500

Xerox may stop taking orders on a particular model at any time.

The following information is required for each PagePack contract:

Reseller Information:

- Reseller Name
- Reseller Bill to Address
- Reseller Contact Name
- Reseller Contact Phone
- Reseller Contact E-mail

Device Information:

- Contract Start Date (order date)
- Contract End Date is calculated from Start Date. (End Date is last day of current month plus 12 months for a 1-year PagePack Contract or 36 months for a 3-year PagePack Contract.)
- Number of Pages Included in Base Monthly Charge
- Per Print Charge Printed in Excess of Prints Included in the Base Monthly Charge
- Service Plan Terms and Conditions
<http://www.office.xerox.com/latest/SERTC-13.PDF>
- Model
- Serial #
- Page Count
- Reseller PO (if blank then will use contract ID)

End User Information:

- End User Company Name
- Device Location
- Street Address
- City, State, Zip
- End User Contact Name
- End User Contact Phone
- End User Contact E-mail

Xerox will validate reseller credit and approve or reject PagePack orders within 3 business days of receiving an order request.

PagePack is available on newly purchased products or products installed within the last 6 months. Either a 1-year or 3-year PagePack Contract is available.

Reseller shall not permit an end user to transfer or assign a PagePack contract without first obtaining Xerox’s prior written consent.

PagePack Assistant Software

PagePack Assistant Software (“PPA”) is a Microsoft Windows® application that is installed on the end user’s computer network. The PPA monitors each PagePack device and sends automatic meter reads to Xerox.

End users must agree to the PPA license agreement at the time the PPA is installed on their computer network.

The PPA must be installed and operating on a computer that is logged on to the end user’s network which is connected to the PagePack enabled devices.

The computer in which the PPA is installed must remain powered on and connected to the PagePack-enabled devices at all times, except during network outages and routine network maintenance.

The PPA requires an always-on, secure Internet connection from the computer in which the PPA is installed. This computer must be operating so that the PPA is able to communicate with Xerox’s PagePack servers, send PagePack device meter reads, and send supplies and service requests and PagePack device information.



PagePack Service Procedure

Xerox will provide service for PagePack devices pursuant to Xerox's standard warranty and service process. The terms and conditions of the applicable Xerox device warranty shall apply.

End user may request service using the following methods:

- Placing a request using the PPA tool or the PagePack web portal
- Calling Xerox at 1-800-835-6100
- Contacting Reseller*

If end user contacts Xerox with a service request, Xerox will dispatch service pursuant to Xerox's standard warranty and service process. This may include attempting to resolve the problem over the phone with end user.

In addition to the end user requesting service, Xerox may automatically dispatch service directly if a service request is issued by the PPA.

* Resellers who are Xerox Authorized Service Providers and desire to perform service on their end user's PagePack devices must have their end users contact them directly for service. If an end user contacts Xerox or uses the PPA to request service, it will be handled through Xerox's normal service resolution process. Xerox cannot provide any assurances that reseller will receive service dispatch for their PagePack end users.

PagePack Program

Due to the nature of the PagePack pilot program, Reseller shall cooperate with Xerox to address all PagePack related issues.

Reseller understands and acknowledges that the PagePack program is a pilot undergoing procedural and process changes. Reseller shall implement revised or new procedures or processes upon receiving written notice from Xerox.

Reseller understands that this PagePack program requires special support and resources to meet end user expectations, including but not limited to:

- Training end users on the operation and use of PPA and the PagePack web portal, including ordering supplies and requesting service
- Assisting end users on the installation of the PPA on end users' networks, including updates and software patches
- Resolving meter read issues
- Resolving supplies orders and issues related to leakage or excess usage

Reseller shall share PagePack feedback and comments with Xerox through:

- Surveys
- Conference Calls
- Focus Groups
- Interviews

Cancellations by End User

A PagePack device contract may be cancelled upon the Reseller providing Xerox with the following: (a) at least 30 days prior written notice of termination, (b) a copy of the written notice requesting termination from the end user customer to the Reseller, and (c) an early termination payment of \$200.

Reseller shall pay to Xerox the base monthly charge until the date of termination. Upon Xerox's request, Reseller shall return all unused consumables associated with the terminated PagePack device contract.

Supplies

PagePack consumables shall be used only in active PagePack devices. Any other use of supplies or consumables constitutes a violation of the PagePack program and the PagePack Pilot Program Reseller Agreement. Xerox will invoice Reseller for such supplies or consumables at Xerox's prevailing retail price plus shipping and handling charges.

At Xerox's request, Reseller shall provide proof that the PagePack consumables have been used exclusively in an active PagePack device. If Reseller fails to provide this information within 15 days of Xerox's request, Xerox may invoice Reseller for all consumables delivered during the last 3 months at Xerox's prevailing retail price plus shipping and handling charges.

PagePack consumables are Xerox's property until used by the end user in an active PagePack device. Upon Xerox's request, Reseller shall require end user to return all unused consumables upon expiration or termination of the PagePack contract. Xerox reserves the right to invoice the Reseller for any unused PagePack supplies that are not returned to Xerox at Xerox's prevailing retail price plus shipping and handling charges.

Xerox reserves the right to audit supplies or consumables orders and hold shipments until Xerox validates the request. Reseller shall cooperate and assist Xerox in validating requests.

End users and Reseller shall not stock any PagePack consumables. Consumables shall be ordered only when required. If any "safety stock" of supplies or consumables is ordered, Xerox will invoice Reseller for such supplies and consumables at Xerox's prevailing retail price plus shipping and handling charges.

Supplies continued

Expedited shipping of supplies is available at extra cost. Special shipment charges are added to invoice mailed to the Reseller.

- Ground shipment.....Included in PagePack monthly fee
- Second day.....\$19.99
- Next Day.....\$29.99

Supplies and consumables are shipped from Xerox warehouses direct to the end user. Reseller must provide Xerox the contact name and shipping address when a PagePack contract is ordered.

To ensure delivery of supplies and consumables, end user shall promptly notify its Reseller of changes in location address, end user contact person, and email address. It is Reseller's responsibility to inform Xerox of any changes. Xerox shall not be responsible for delays related to any misdirected shipments if Xerox has not received notice of such changes prior to such shipments.

Meter Reads

The PPA sends one meter read per device per day at random times to Xerox's PagePack servers. End user's computer on which the PPA is installed must be kept on with a valid user logged on and continuously connected to the Internet.

End users are only allowed to submit meter reads via the PPA. Xerox will not accept meter reads that are transmitted by e-mails, by letters, or over the phone.

Xerox will contact the Reseller (via e-mail or phone call) for any PagePack account with missing meter reads. If after 15 calendar days meter reads have not been received, Xerox may terminate the PagePack Pilot Program Reseller Agreement and direct the Reseller to terminate the PagePack contract.

Billing

Billing for PagePack is in arrears. Reseller shall pay a base monthly charge regardless of device usage.

Reseller shall pay a per-print charge for each page printed in excess of the prints included in the base monthly charge.

Examples:

- Monthly Base Charge \$50 includes 1000 prints with an overage of \$0.01/page
- Device Usage is less than 1,000, Reseller is billed \$50
- Device Usage is 2,000, Reseller is billed at \$60 (\$50 + 1,000 x \$0.01)

Xerox bills the Reseller in the first part of the following month for the past month usage. The billing cycle is from the first through the last day of the month.

First Bill: If the PagePack contract is not activated on the first day of the month, the first invoice is issued after the first full calendar month in which the contract is activated. The pages printed in the first month are carried over to the following month, and the cost is calculated based on the overage rate.

Example:

A one-year PagePack contract is activated on January 15, 2006; the first bill is issued in March and includes the pages printed in January (from January 15th thru January 31st) and the full month of February.

The PagePack contract is valid for 12 billing cycles; thus the PagePack coverage ends January 31, 2007. The last month, January 2007, is invoiced to the Reseller in February 2007.

Invoices are calculated using the last meter read received in the previous and current billing months. For example, the invoice for February 2006 is calculated from the meter reads received on January 31st and February 28th. If no meter reads are received on January 31st or February 28th, the invoice is calculated using the last meter reads received by Xerox.

Example:

The last meter reads received for the respective months by Xerox are January 26th and February 15th; the February bill is calculated as the difference from these two reads.

The missing reads from February 16th through February 28th are automatically carried into March; the March bill will cover the pages printed from February 16th through March 31st.



PagePack™ Pilot Flowdown Provisions

The following provisions must be included in each PagePack Contract (“PagePack Contract”) between a reseller and its end user customer or must be attached to an end user’s purchase order or the Reseller’s invoice. Reseller may include other terms and conditions in PagePack Contracts that do not conflict with these provisions or the provisions set forth in the PagePack Pilot Program Reseller Agreement.

PagePack Assistant Software

PagePack Assistant Software (“PPA”) is a proprietary software application owned by Xerox Corporation (“Xerox”) or its suppliers. The PPA operates on Microsoft’s Windows® operating system. The PPA is installed on the end user’s computer network to monitor each PagePack device, to send automatic meter reads to Xerox, and to send service requests to Xerox.

End user must agree to the Xerox’s PPA end user license agreement at the time the PPA is installed on end user’s computer network.

End user’s computer in which the PPA is installed must remain powered on and connected to the PagePack-enabled devices at all times, except during network outages and routine network maintenance.

End user acknowledges that the PPA will send meter reads and other information on PagePack devices to Xerox’s PagePack servers from time to time.

Service

End user acknowledges that Xerox will provide service for PagePack devices pursuant to Xerox’s standard warranties and service agreements. The terms and conditions (including exclusions for accidents, misuse, abuse, unauthorized repair, unauthorized disassembly, etc.) of the applicable Xerox device warranty and service agreement shall apply.

End user may request service using the following methods:

- Placing a request using the PPA or the PagePack web portal
- Calling Xerox at 1-800-835-6100
- Contacting Reseller

Supplies

End user shall only use PagePack consumables in active PagePack devices. Any other use of consumables constitutes a violation of the PagePack Contract.

PagePack consumables are Xerox’s property until used by the end user in an active PagePack device. Upon Reseller’s request, end user shall return all unused consumables upon expiration or termination of the PagePack contract. Reseller reserves the right to invoice end user for any unused PagePack consumables that are not returned at Reseller’s retail price plus shipping and handling charges.

End user acknowledges that Xerox reserves the right to audit consumables orders and hold shipments until the requests are validated.

End user shall not stock any PagePack consumables. Consumables shall be ordered only when required. No “safety stock” of consumables is permitted under the PagePack program.

Miscellaneous

A PagePack Contract may be cancelled upon the end user providing Reseller with the following: (a) at least 45 days written notice of termination and (b) an early termination payment of \$200.

Reseller may terminate a PagePack Contract if

- (a) Xerox does not receive timely meter reads for a PagePack device, or
- (b) a PagePack device is sold, moved, or otherwise transferred without first obtaining Reseller’s and Xerox’s written consent.

End user acknowledges that a PagePack Contract is between Reseller and end user. End user shall not assign or otherwise transfer any rights or obligations of PagePack Contracts without first obtaining the written consent of both Reseller and Xerox. Although Xerox is not a party to PagePack Contracts, Xerox is a third party beneficiary under each PagePack Contract.

End user acknowledges that PagePack is a pilot program and that there is no guarantee that Reseller or end user will be able to renew a PagePack Contract.