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Any delay or omission by either party to exercise any right or remedy under this Agreement will not be construed to be a waiver of any such right or remedy or any other right or remedy. All of the rights of either party under this Agreement will be cumulative and may be exercised separately or concurrently. 10. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of New York, without regard to its choice of laws provisions, and disputes shall be adjudicated or otherwise decided in the forums therefor located in the State of New York. The United Nation Convention on Contracts for International Sales of Goods shall not apply to this Agreement.



Local law may require that certain laws of your country of residence apply to some sections of this Agreement, including but not limited to, requiring this Agreement to be governed by the laws of your country of residence. 11. EXPORT. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that is on Title 15, Part 740 Supplement 1 Country Group E of the U.S. Code of Federal Regulations; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You may not use, export, re-export, import, sell, release, or transfer the Software except as authorized by United States law, the laws of the jurisdiction in which you obtained the Software, and any other applicable laws and regulations. 12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties. No amendment to or modification of this Agreement will be binding unless it is in writing and signed by a duly authorized representative of each of the parties. 13. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times maintenance or support services are being provided. 14. DRIVER DATA COLLECTION. For driver software installed on a computer device, you agree that the Software may collect technical data and related information concerning the type of computing device and operating system; location (country and city) of the computing device; and the volume, frequency, and manner of use of the Software and its features. Xerox may use this information and statistical data, trends and usage information derived from this information and the use of the Software for the purposes of developing, providing, operating, maintaining and/or improving its products and services or to provide products or services to you. 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You agree at all times to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of Diagnostic Software and to remove or disable Diagnostic Software. 16. PRINTER AGREEMENT. The following Equipment models are subject to the Printer Agreement described herein: Xerox B230, Xerox B225, Xerox B235, Xerox B310, Xerox B305, Xerox B315, Xerox C230, Xerox C235, Xerox C310, Xerox C315, Xerox C410, Xerox B410. Please read before opening: Opening this package, installing the printer device software, or using the products inside confirms your acceptance of these contract terms: This printer is designed to work only with genuine original manufacturer supplies and you agree to only use genuine original manufacturer supplies with this printer. The installed supplies (Toner Cartridge, Imaging Unit) inside the printer are subject to a restriction that they be used only once and returned only to the original manufacturer for remanufacturing or recycling.



Supplies without this single-use term are available through the original manufacturer and may be remanufactured by you, or a third-party, as the only supply alternatives to be used with the printer. 17. SUPPLIES AGREEMENT. The following Equipment models are subject to the Supplies Agreement described herein: Xerox B230, Xerox B225, Xerox B235, Xerox B310, Xerox B305, Xerox B315, Xerox C230, Xerox C235, Xerox C310, Xerox C315, Xerox C410, Xerox B410. Please read before opening: By opening this package, you accept these contract terms. The supplies inside: (1) are sold at a special price contingent upon your agreement to use the supplies only once and return the supplies only to the original manufacturer for remanufacturing or recycling after using them; and (2) will stop working after reaching end of the rated life established by the original manufacturer (a variable amount of toner may remain when replacement is required); and (3) may automatically update the printer memory to protect the printer from counterfeit and unauthorized products. Supplies without this single-use term are available through the original manufacturer. If you do not accept these terms, return the unopened supplies to the point of purchase. 18. MICROSOFT CORPORATION NOTICES. Some printer models incorporate technology licensed from Microsoft Corporation. The following notices are provided for those printer models.



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