XEROX MAJOR ACCOUNT CONTRACT

This XEROX MAJOR ACCOUNT CONTRACT ("Agreement") is entered into by Westinghouse Government Services Companies ("Customer") and XEROX CORPORATION ("Xerox"). It shall be identified by the following Agreement Number: # _____TBD_____. 0717894

THIS AGREEMENT, INCLUDING THE ATTACHED PRICING, AND ALL RELATED MATERIALS SUBMITTED HEREUNDER ARE CONSIDERED CONFIDENTIAL AND PROPRIETARY AND MAY NOT BE SHARED WITH ANY PARTY OTHER THAN CUSTOMER AND THEN STRICTLY ON A NEED-TO-KNOW BASIS.

1. PREVAILING TERMS - Xerox's new "PREVAILING TERMS"" clause amended.

2. SUBSIDIARIES. Xerox will also provide and/or license Products subject to this Agreement to Customer's domestic subsidiaries of which more than 50% of the stock entitled to vote for election of members to such subsidiary's Board of Directors is owned by Customer.

3. ORDER DOCUMENTS: Customer agrees to issue Order Documents (documents WSC or Xerox require regarding acquisition of Products) to Xerox for order entry purposes only, specifying WSC's requested shipment date, installation site, quantities, bill-to address, the term of the individual unit's agreement, and product description, including any applicable trade-in Equipment. Customer's individual companies may have requirements unique to its site, mission, and/or geographic location. Therefore, Xerox agrees that the Customer's company placing an Order under this Agreement reserves the right to incorporate its own Company-Specific Terms and Conditions relative to, , (i) national and company security, (ii) environmental, safety and health and (iii) the requirements of U.S. agency procurement regulations (e.g., FAR, DFARS, DEAR) and any laws which they may implement. Should the inclusion of any such Company-specific provisions result in increased costs to Xerox, Xerox and the involved Customer's company may negotiate a pricing premium in addition to the pricing in Exhibit I.

4. PRODUCT AVAILABILITY. Xerox may withdraw from this Agreement, Products that become no longer commercially available during the term of this Agreement. New Products may be added to this Agreement at mutually agreeable prices.

5. COMMITMENT. Customer agrees to acquisitions which will achieve a minimum Commitment Level of $350,000 in Annual Billed Revenue for Products listed in Exhibit I during the term of this Agreement but will not be penalized if such commitments are not fully met. Such Products will be acquired for use within Customer's own business enterprise and not for remarketing.

6. AGREEMENT TERM. The term of this Agreement shall be 60 months from the date this Agreement is accepted by Xerox and shall expire at the end of sixty full calendar months.

7. PRICING. During the term of each individual unit's Agreement, the invoice amount is composed of charges for the use of the Equipment, the Equipment's maintenance (as provided in the Basic Services paragraph) and Consumable Supplies, as described below. The invoice amount is composed of a Monthly Charge and Copy Charges, based on actual usage. Monthly Charges shall commence after the Installation Date and are billed monthly in advance. Copy Charges are billed in arrears.

   Except as otherwise defined herein, the prices listed on the attached Exhibit I will not increase during the term of this Agreement.

8. INDIVIDUAL EQUIPMENT TERM AND PRICE. The term of individual units of Equipment placed hereunder shall run for periods of 36 and 60 months from the date of Equipment installation. The

OCT 1 5 2001

Monthly Charge and Copy Charges for such individual units of Equipment ordered during the term of this Agreement shall be listed on Exhibit I and will not increase during the term of the individual Equipment Agreement.

9. CANCEL OPTION. Notwithstanding anything to the contrary contained in this Agreement, Customer may cancel individual units of Equipment without payment of the remaining unpaid Monthly Charges up to 4% of the actual annual Billed Revenue. The cancellation of such Equipment shall be subject to the following:
   a. To be eligible for cancellation hereunder Equipment must have been installed during the term of this Agreement;
   b. The cancellation must be due to Customer's business closings, employee redeployments, business consolidations, or relocations.
   c. The canceled equipment must not be replaced by competitive or Xerox equipment.
   d. The affected Equipment is returned to Xerox in the same condition as when delivered to Customer (reasonable wear and tear excepted).
   e. Customer must provide thirty (30) days written notice to Xerox.
   f. Equipment not renewed due to expired individual Equipment Agreements is not applicable under the cancellation option.

10. CONSUMABLE SUPPLIES. The pricing contained in the attached price list includes black toner, developer, cartridges and fuser agent ("Consumable Supplies"), as applicable. Title to such Consumable Supplies shall remain with Xerox. Xerox shall reasonably be responsible for ordering and maintaining an adequate inventory of Consumable Supplies, however, based upon Customer's projected business needs Customer shall have the ultimate responsibility of ensuring that Xerox is advised of Customer's Consumable Supplies requirements.

    Black or single color copies activate the meter count one (1) time. Black plus color or multiple originals merged onto one document (overlay) activate the meter count each time a developer housing is engaged; e.g., black copy with red highlight color equals two (2) meter counts.

    Customer agrees to use Consumable Supplies only in connection with Equipment subject to this Agreement. Xerox shall review with Customer, from time to time, the actual invoiced copy volume on Equipment covered by this Agreement to the expected supplies usage based on equipment meter reads. The periodic meter reads will be used to calculate the quantity of supplies used and to project how much supplies will be needed in the future for each machine. In the event of a significant variance between the expected number of copies resulting from the amount and/or type of Consumable Supplies delivered and the invoiced copy volume on such Equipment, Xerox and Customer agree to meet and resolve the reason for such variance. Upon mutual determination and agreement for variance, Customer will pay the rate of $0.12 per copy for usage exceeding ten (10%) of the typical usage pattern of the machine in question.

    Promptly after expiration or termination of any individual unit's agreement subject to this MAC, Customer shall make available for Xerox pickup all unused Consumable Supplies which are in Customer's inventory for use in connection with the units of Equipment subject to such expiration or termination. Such returned Consumable Supplies shall not be credited to Customer.

11. DELIVERY AND REMOVAL. Xerox will be responsible for all standard delivery and/or removal charges. Customer will be responsible for any extra charges (rigging), which may be required for on-side delivery and removal

12. TOTAL SATISFACTION GUARANTEE. If Customer is not totally satisfied with any Xerox Equipment purchased or leased under this Agreement, Xerox will at Customer's request, replace it without charge with an identical model or, at the option Xerox, with a machine with comparable features and capabilities. This Guarantee will be effective for three years following Equipment delivery, unless the Equipment is financed by Xerox for more than five years, in which event it will be effective during the entire term of Xerox financing.

    This Guarantee applies only to Equipment that has been continuously maintained by Xerox or its authorized representatives under a Xerox express warranty or Xerox Maintenance plan, and is not applicable to Equipment damaged or destroyed due to an Act of God.

13. PRODUCTS. The term "Products" shall refer collectively to all equipment (the "Equipment"), software, and supplies ordered under this Agreement. Customer represents that the Products will not be used primarily for personal, household or family purposes. Equipment ordered under this Agreement will be one or more of the following:
    a) "Newly Manufactured", which means it has been factory produced to product operating specifications and contains new, reprocessed and/or recovered parts;
    b) "Remanufactured", which means it has been factory produced to product operating specifications following disassembly to a Xerox predetermined standard and contains new, reprocessed, and/or recovered parts;
    c) "Factory Produced New Model", which means it has been factory produced with new features and a new serial number following disassembly to a Xerox predetermined standard, that it contains new, reprocessed and/or recovered parts, and that the resulting new model has been marketed for no more than three years; and
    d) "Previously Owned", which means it has been previously installed and operated at either Customer's or a third-party customer's location, with approval of the customer.

14. CREDIT HISTORY. Xerox may investigate Customer's credit history as part of any financed transaction. Even if Products have been delivered, Xerox may, within 60 days following its acceptance of this Agreement, revoke that acceptance if Customer's credit approval is denied.

15. PAYMENT. – Xerox's New Payment & Taxes Clause amended.

16. BASIC SERVICES. Xerox will provide the following Basic Services under this agreement:
    a) REPAIRS AND PARTS. Xerox will make all adjustments and repairs necessary to keep covered equipment in good working order. Parts required for repair may be new, reprocessed, or recovered. All replaced parts and materials will become the property of Xerox at its option.
    b) HOURS AND EXCLUSIONS. Unless otherwise specified, Basic Services will be provided Monday through Friday (except for Xerox recognized holidays) during Xerox' standard working hours in those areas within the United States, its territories, and possessions open for repair service with respect to the Equipment at issue. Basic Services shall cover only those repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall specifically exclude repairs or adjustments Xerox determines to have been caused or complicated by the use of non-Xerox alterations, service, supplies, or consumables).
    c) INSTALLATION SITE AND METER READINGS. The equipment installation site must at all times conform to Xerox' published requirements. If applicable, Customer will provide accurate and timely meter readings in the manner prescribed by Xerox. If Customer does not provide timely readings, Xerox may estimate them.
    d) REMEDY. If Xerox is unable to maintain equipment in good working order under the conditions described above, Xerox will, as Customer's exclusive remedy, replace the equipment with either an identical product or, at Xerox' option, another product that provides equal or greater capabilities. This

replacement product shall be subject to the same terms and conditions as the equipment it replaced.

17. SOFTWARE TERMS: The following additional terms apply only to transactions covering Application Software, Printing System, DocuTech, Color, High-Volume and Digital Copier-Duplicator, and Document Centre Products:

I. SOFTWARE LICENSE. The following terms apply to copyrighted software and accompanying documentation, including but not limited to operating system software, included with or within the Equipment ("Base Software") as well as software specifically set out as "Application Software" on the face of this Agreement. This license does not apply to any Diagnostic Software nor to any software and accompanying documentation made subject to a separate license agreement.

A. Xerox grants Customer a non-exclusive, non-transferable license to use the Base Software only on or with the Equipment with which (or within which) it was delivered and to make one back-up copy. For Application Software, Xerox grants Customer a non-exclusive, non-transferable license to use this software on any equipment Customer desires along with the right to make one back-up copy for as long as Customer is current in the payment of any indicated software license fees (including the Annual Renewal Fees, if any). Customer has no other rights to the Base or Application Software and, in particular, may not (1) distribute, modify, create derivatives of, decompile, or reverse engineer the Base or Application Software, or (2) allow others to engage in same. Title to the Base and Application Software, any back-up copy of it, and all copyrights and other intellectual property rights in it, shall at all times reside solely with Xerox and/or its licensors.

B. Xerox may terminate Customer's license for any Base Software (1) immediately if Customer no longer uses or possesses the Equipment or is a lessor of the Equipment and Customer's first lessee no longer uses or possesses it or (2) upon the date of termination of any agreement under which Customer has rented or leased the Equipment.

C. If Customer transfers possession of the Equipment, Xerox will offer the transferee a license to use the Base Software on or with it, subject to Xerox' then-applicable terms and license fees, if any, and provided the transfer was not in violation of Xerox' rights.

D. Xerox warrants that the Base and Application Software will perform in material conformity with its published specifications for a 90-day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.

II. SOFTWARE SUPPORT. During the period that Xerox provides Basic Services for the Equipment, Xerox will also provide software support for the Base Software under the following terms. For Application Software, Xerox will provide this same level of support provided Customer are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees):

A. Xerox will assure that Base and Application Software performs in material conformity with its published specifications and will maintain a toll-free hotline during standard business hours for responding to questions regarding Base and Application Software.

B. Xerox may make available new releases of the Base or Application Software incorporating coding error fixes exclusively ("Maintenance Releases"). Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to Customer. Each new Maintenance Release accepted by Customer shall be considered Base or Application Software governed by the Software License terms.

C. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide work arounds or patches, provided Customer reports problems in the manner specified by Xerox. Xerox does not guarantee that it or its vendors will be able to fix coding errors or provide work arounds or patches.

D. Xerox shall not be obligated to remedy coding errors when Customer has made modifications to the Base or Application Software.

E. Xerox may annually adjust the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. (For state and local-government customers, this adjustment shall take place at the commencement of each of Customer's annual contract cycles.)

I. DIAGNOSTIC SOFTWARE. Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox' licensors. Customer agrees that (1) Customer's acquisition of the Equipment does not grant Customer a license or right to use the Diagnostic Software in any manner and (2) that unless separately licensed by Xerox to do so, Customer will not use, reproduce, distribute, or disclose the Diagnostic Software (or allow third parties to do so) for any purpose. Customer agrees at all times (including subsequent to the expiration of this Agreement) to allow Xerox to access, monitor, or otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

18. WARRANTY DISCLAIMER. WITH RESPECT TO PRODUCTS, XEROX DISCLAIMS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

19. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend and indemnify Customer if any Product infringes someone else's U.S. intellectual property rights, provided Customer promptly notifies Xerox of the alleged infringement and permits it to direct the defense. Xerox shall not, however, be responsible for any non-Xerox litigation expenses or settlements unless it approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent of the infringing Product, refund the price paid for the Product (less the reasonable rental value for the period it was available to Customer), or obtain any licenses necessary for Customer to use the Product. Xerox is not liable for any infringement-related liabilities outside the scope of this paragraph including, but not limited to, any infringement based upon a Product being modified to Customer's specifications or being used or sold in combination with products not provided by Xerox.

20. BREACH AND ATTORNEYS FEES. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys fees.

21. LIMITATION OF LIABILITY. – Xerox's new Limitation of Liability clause amended.

22. ASSIGNMENT OF CUSTOMER'S OBLIGATIONS. Customer may not assign any of its rights or obligations under this Agreement without Xerox' prior written consent.

23. TITLE AND RISK FOR EQUIPMENT. The title to the Equipment shall remain with Xerox unless and until Customer exercises Customer's option to purchase the Equipment. The risk of loss arising due to Customer's fault or negligence, or due to theft or disappearance, shall pass to Customer upon the date the Equipment is delivered. The risk of loss due to all other causes shall remain with Xerox, unless and until Customer exercises its option to purchase the leased Equipment

24. INDIVIDUAL EQUIPMENT RENEWAL. Unless either party provides notice at least 30 days before the end of the individual Equipment Agreement's term of its intention not to renew, it will be deemed

automatically renewed for one additional period of 12 months at the same price and on the same terms and conditions.

25. TERMINATION OR BREACH. - Xerox's new "Termination or Breach" clause amended.

26. ASSIGNMENT BY XEROX – Xerox's new "Assignment By Xerox" clause amended.

27. PROTECTION OF XEROX' RIGHTS IN EQUIPMENT. Unless and until Customer purchases the Equipment, Customer agrees to execute all documents necessary to protect Xerox' rights as the Equipment Lessor (and, if necessary, authorizes Xerox or its agents to execute these documents on Customer's behalf).

28. PURCHASE OPTIONS. At the end of the individual Equipment Agreement term, Customer may purchase the Equipment at its then fair market value ("FMV Purchase Option"), together with any applicable taxes. Customer may purchase the Equipment at any time during the term by paying all monthly minimum payments due for the remainder of the term, the FMV Purchase Option price, and any applicable taxes. When these amounts have been fully paid, title to the Equipment will transfer to Customer.

29. EXPIRATION OF TERM. Upon expiration of the individual unit's Agreement term, and provided Customer has not purchased the Equipment, Customer shall return the Equipment to Xerox in the same condition as when delivered to Customer (reasonable wear and tear excepted), together with any related Licensed Software. Xerox will pay all placement and removal charges, other than for excess rigging which shall be billed to Customer.

30. ENTIRE AGREEMENT. – Xerox's new "Entire Agreement Clause" amended.

31. CARTRIDGES – Xerox's new "CARTRIDGES" clause amended.

WASHINGTON GOVERNMENT SERVICES GROUP	XEROX CORPORATION
Signature	Signature
Mr. Jose Legarreta	Denise Plaza
Name (please print)	Name (please print)
Title Procurement/Property Manager	Title Major Account Contract Manager
Address WGG Purchasing Consortium P. O. Box 2078 Carlsbad, New Mexico 88221-2078	Address 2700 N. Central Ave. STE 500 Phoenix AZ.
Date	Date 7-23-01

AMENDMENT TO XEROX MAJOR ACCOUNT AGREEMENT NO. TBD

This AMENDMENT TO THE XEROX MAJOR ACCOUNT AGREEMENT #TBD ("Amendment") is entered into by XEROX CORPORATION ("Xerox") and Westinghouse Government Services Companies ("Customer") as of 05/01/2001 to the extent set forth below.

1. PREVAILING TERMS. The terms and conditions governing the acquisition and licensing of Xerox Equipment and/or Software ("Products") under this Amendment are those contained in the Agreement and this Amendment, including the prices identified on Exhibit I. If the Agreement and its attachments or other documents incorporated by reference to the Agreement conflict with this Amendment, this Amendment will prevail.

2. PAYMENT & TAXES. Payment is due within twenty (20) days of the invoice date or on the due date listed on the invoice, whichever is earlier. Customer shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless Customer provides proof of Customer's tax exempt status. "Taxes" shall mean any tax, assessment or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this Agreement or the amounts payable to Xerox by Customer for the billing of Products, Print Charges, services and maintenance of any kind; Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any personal property taxes and taxes on Xerox's net income. If a taxing authority determines that Xerox did not collect all applicable Taxes, Customer shall remain liable to Xerox for such additional Taxes.

3. LIMITATION OF LIABILITY. Xerox shall not be liable to Customer for any direct damages in excess of $10,000 or the amounts paid hereunder, whichever is greater, and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

4. CARTRIDGES. To enhance print quality, the cartridge(s) in many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with cartridges that are newly manufactured original Xerox cartridges or with cartridges intended for use in the U.S. Equipment configuration which permits use of non-newly manufactured original Xerox cartridges may be available from Xerox at an additional charge. Certain cartridges are also sold as Environmental Partnership Cartridges; you agree that these cartridges remain the property of Xerox and you shall return them to Xerox for remanufacturing once they cease functioning.

5. NON-CANCELABLE AGREEMENT. CUSTOMER'S AGREEMENT TO PURCHASE EQUIPMENT UNDER THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. CUSTOMER'S OBLIGATION TO MAKE PAYMENTS AND TO PAY ANY OTHER AMOUNTS DUE SHALL BE ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER. ANY CLAIM WHICH CUSTOMER MAY HAVE AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX, PROVIDED CUSTOMER CONTINUES TO FULFILL ALL OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

6. ASSIGNMENT BY XEROX. Xerox may assign this Agreement, in whole or in part, without prior notice to Customer. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox hereunder. Customer shall continue to look to Xerox for performance of Xerox's obligations, including the provision of Basic Services, and waive and release any assignees of Xerox from any such claim. Customer shall make all payments due hereunder to any assignees specified by Xerox, in

accordance with the instructions of said assignees. Customer shall not assert any defense, counterclaim, or setoff that it may have or claim against Xerox against any assignees of Xerox.

7. TERMINATION OR BREACH. If Customer fails to make any payment within ten (10) days of the due date, terminates prior to the expiration of an individual unit's Agreement, or breaches any other obligation under this Agreement, Xerox, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment of (a) all amounts then due; (b) the remaining Monthly Charges in the individual unit's Agreement term; (c) late charges equal to 10% of the amount due or $25.00, whichever is higher (not to exceed the maximum amount permitted by law); and (d) interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law);and (e) the applicable Purchase Option. Once these sums are paid, title shall pass to Customer. If the Equipment is returned at this time to Xerox in the same condition as when delivered to Customer (reasonable wear and tear excepted), Customer will not be responsible for paying the Purchase Option price.

8. SOFTWARE. The following Software terms and conditions apply only to transactions covering Application Software and Printing System, DocuTech, Color, High-Volume and Digital Copier-Duplicator, and Document Centre Products.

Software License: The following terms apply to copyrighted software and accompanying documentation, including but not limited to operating system software included with or within the Equipment ("Base Software"), as well as software specifically set out as "Application Software" on the face of an individual agreement. This license does not apply to any Diagnostic Software nor to any software and accompanying documentation made subject to a separate license agreement.

a) Xerox grants Customer a nonexclusive, non-transferable license to use the Base Software only on or with the Equipment with which (or within which) it was delivered and to make one back-up copy. For Application Software, Xerox grants Customer a nonexclusive, non-transferable license to use this software on any Equipment Customer desires along with the right to make one back-up copy for as long as Customer is current in the payment of any indicated software license fees (including the Annual Renewal Fees, if any). Customer has no other rights to the Base or Application Software and, in particular, may not (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Base or Application Software, (ii) activate any software delivered with or within the Equipment in an inactivated state; or (iii) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it at all times shall reside solely with Xerox and/or its licensors (who shall be considered third party beneficiaries of the Agreement's software and limitation of liability provisions)..

b) Xerox may terminate Customer's license for any Base Software (i) immediately if Customer is an end user of the Equipment and no longer uses or possesses it or is a lessor of the Equipment and Customer's first lessee no longer uses or possesses it or (ii) upon the date of termination of any agreement under which Customer has rented or leased the Equipment.

c) If Customer transfers possession of the Equipment; Xerox, subject to Xerox's then-applicable terms and license fees (if any) and provided the transfer was not in violation of Xerox's rights, will offer the transferee a license to use the Base Software on or with it.

d) Xerox warrants that the Base and Application Software will perform in material conformity with its published specifications for a 90-day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from other types of errors or that its operation will be uninterrupted.

Software Support: During the period that Xerox provides Basic Services for the Equipment, Xerox also will provide software support for the Equipment's Base Software under the following terms. For Application Software, Xerox will provide this same level of support, provided Customer is current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees):

a) Xerox will assure that Base and Application Software performs in material conformity with its published specifications and, during standard business hours, will provide a toll-free hotline for responding to questions regarding Base and Application Software.

b) Xerox, from time to time, may make available new releases of the Base or Application Software that exclusively incorporate coding-error fixes ("Maintenance Releases"). Maintenance Releases are provided at no charge and must be implemented within six months after being made available to customer. Each new Maintenance Release, accepted by Customer, shall be considered Base or Application Software governed by the Software License terms. Customer agrees to return or destroy all prior releases.

c) Xerox will use reasonable effort, either directly or with its vendors, to resolve coding errors or provide workarounds or patches, provided Customer reports problems in the manner specified by Xerox. Xerox does not guarantee that it or its vendors will be able to fix coding errors or provide workarounds or patches.

d) Xerox shall not be obligated to remedy coding errors when Customer has made modifications to the Base or Application Software.

e) Xerox, annually, may adjust the Annual Renewal and Support-Only Fees; each such increase, on average, shall not exceed 10%.

Diagnostic Software: Software used to maintain the Equipment and/or to diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. Title to the Diagnostic Software at all times shall remain solely with Xerox and/or Xerox's licensors. In addition, the Diagnostic Software and the method of entry or access to it constitute valuable trade secrets of Xerox. As part of this Agreement, Customer agrees that (i) its acquisition of the Equipment does not grant it a license or right to use the Diagnostic Software in any manner and (ii) that unless separately licensed by Xerox to do so, Customer will not use, reproduce, distribute, or disclose the Diagnostic Software (or allow third parties to do so) for any purpose. Customer agrees to allow Xerox at all times (including subsequent to the expiration of this Agreement) to access, monitor, or otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

13. ENTIRE AGREEMENT. This Amendment, including the Agreement and any applicable exhibits, constitutes the entire Agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under the laws of the State of New York (without regard to conflict-of-law principles). Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Amendment and the Agreement which shall be considered an equivalent to the original; in addition, Xerox may accept this Amendment either by its signature or commencing performance (e.g., Equipment delivery). All changes to this Amendment and the Agreement must be made in a writing signed by both parties; accordingly, any terms on Customer's ordering documents shall be of no force or effect.

Westinghouse Government Services Companies	XEROX CORPORATION
Signature	Signature
Name (please print) **Mr. Jose Legarreta**	Name **Denise E. Plaza**
Title **Procurement & Property Manager**	Title **Major Account Contract Management**
Address **Carlsbad, New Mexico 88220**	Address **2700 N. Central Suite 500** **Phoenix, Arizona 85004**
9/24/01 Date	Date