APPENDIX F TO DIR CONTRACT NO. DIR-TSO-3043
Rental Agreement

In addition to the Terms of DIR Contract No. DIR-TSO-3043 and the Rental Order (RO), the following Rental terms will govern the Rental Orders submitted by the Customer:

1. **Rental Order Commencement and Term**. The Term for each unit of Equipment will commence upon the delivery and acceptance of a customer-installable Equipment; or the installation and acceptance of Xerox-installable Equipment and will expire on the last day of the final full calendar month of the contracted term indicated in the Rental Order. 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. Terminations will be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3043. After the initial term three one year renewal options may be exercised.at the same prices, and the same terms and conditions. During the renewal period, Customer may terminate the Equipment upon at least 30-days written notice to Vendor. Upon termination, Customer will make the Equipment available for removal by Xerox and Xerox will remove in a timely manner. At the time of removal, the Equipment will be in the same condition as when delivered, reasonable wear and tear is acceptable.
2. **Fixed Pricing**. Rental prices will not increase during the initial term of the individual Rental Order. Any price increase must be approved by DIR.
3. **Renewal**: Rental Orders may be renewed for successive terms of the same number of months as the initial Term at the same prices, and the same terms and conditions, unless a written notice of cancellation is received from Customer, prior to the expiration to the then-current Individual Rental Agreement.
4. **Equipment Return.** Unless Customer has renewed or purchased the Equipment, Customer will make the Equipment and the Base Software available for removal at the expiration of the individual rental order term in the same condition as when delivered, reasonable wear and tear is acceptable. Units will be removed by Vendor in a timely manner.
5. **30 Day Flexible Termination.** You may terminate an individual Rental Agreement at any time with thirty 30-days prior written notice. If the Equipment has been installed a minimum of 30-days and Xerox is given thirty days prior written notice of such termination. Early termination charges will not be charged.
6. **Customer Default and Xerox Remedies.** If Customer defaults under the Contract or any Rental Order, Xerox will provide Customer notice of default in writing. If Customer does not cure the default within 30 days of the notice, Xerox, in addition to its other remedies, including the cessation of Maintenance Services, may require immediate payment, plus interest from the due date until paid as allowed under the Texas Prompt Payment Act. Customer will make the Equipment available for removal when requested to do so, and at the time of removal the Equipment will be in the same conditions as when delivered, reasonable wear and tear is acceptable. Units will be removed by Vendor in a timely manner.
7. **Remote Services.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter reads, supply levels, 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 data, documents, or other information residing on or passing through the Equipment or Customer's information management systems. If requested in writing Xerox will turn off and disenable the Remote Services capability.

8. **Data Security.** Certain models of Equipment can be configured to include a variety of data security features. The selection, suitability, and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

Software

9. **Software License**. Xerox grants Customer a non-exclusive, non-transferable license to use (a) the software and accompanying documentation provided with the Xerox-brand Equipment ("Base Software") in the U.S. only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in an Order as "Application Software" only on any single unit of equipment. "Base Software" and "Application Software" are referred to collectively as "Software".

   A. Customer has no other rights and may not: (a) copy, distribute, modify, create derivatives of, decompile, or reverse engineer Software; (b) activate Software delivered with the Equipment in an inactivated state; or (c) allow others to engage in same.

   B. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors, who will be considered third-party beneficiaries of this subsection.

   C. The Base Software license will terminate (a) upon the expiration of any individual Agreement under which Customer has rented the Equipment, unless Customer has exercised an option to purchase the Equipment or if (b) if Customer is a lessor of the Equipment and its first lessee no longer uses or possesses the Equipment; or (c) if Customer no longer uses or possesses the Equipment.

   D. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.

   E. Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; or (ii) your license is terminated or expires.

   F. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

10. **Software Support**. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term of the applicable Order and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable fees.

    A. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions.

    B. Xerox, either directly or with its vendors, will make best efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the Rental Agreement current Release and (ii) the previous Release for a period of six (6) months after the current Release is made available to Customer.

Xerox will not be required to provide Software Support if Customer has modified the Software.

C. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or “Updates”. Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within 6 months. New releases of Software that include new content or functionality (“Feature Releases”) will be subject to additional license fees at Xerox’s then-current pricing. Maintenance Releases, Updates, and Feature Releases are collectively referred to as “Releases”. Each Release will be considered Software governed by the Software License and Software Support provisions of the Contract, unless otherwise noted. Implementation of a Release may require Customer to procure, at Customer’s expense, additional hardware, and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases. Xerox may annually increase the Annual Renewal and Support-Only Fees for Application Software. This adjustment will take place at the commencement of each government Customer’s annual contract cycle in accordance with Appendix C of DIR-TSO-3043.

11. **Diagnostic Software.** Software used to maintain the Equipment and/or diagnose its failure or substandard performance (collectively "Diagnostic Software") is embedded in, resides in, or may be loaded on the Equipment. Title to Diagnostic Software will remain with Xerox or its licensors. Customer agrees that Customer’s acquisition of the Equipment does not grant Customer a license or right to use Diagnostic Software for any purpose, or allow third parties to do so. Customer agrees at all times to allow Xerox reasonable access to the Equipment to access, monitor, and otherwise takes steps to prevent unauthorized use or reproduction of Diagnostic Software, provided that such access to Customer’s facility will be during normal business hours.

End of Appendix F