



**Exhibit to Data Center Services  
Service Component Provider  
Master Services Agreement  
DIR Contract No. DIR-DCS-SCP-MSA-003**

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Between

**The State of Texas, acting by and through  
the Texas Department of Information Resources**

*and*

**Xerox Corporation**

**Exhibit 18  
Exceptions to DIR Rights**

January 23, 2012

**EXHIBIT 18**  
**EXCEPTIONS TO DIR RIGHTS**

**Update Methodology to Exhibit 18**

The following update methodology is incorporated as part of Exhibit 18:

<b>Title</b>	<b>Methodology for Updating Exhibit</b>
<b><u>Exhibit 18</u></b> Exceptions to DIR Rights	<b><u>Exhibit 18</u></b> is a point of reference at contract execution with future updates made in accordance with Section 2.6 of the Service Management Manual.

**EXHIBIT 18**  
**EXCEPTIONS TO DIR RIGHTS**

This **Exhibit 18** describes Third Party Materials, Equipment Leases and Third Party Contracts exceptions pursuant to **Section 6.4(c)** of the Agreement. Set forth below are the Third Party Materials licenses, Equipment leases and Third Party Contracts for which Service Provider is financially responsible but for which Service Provider is unable to obtain all of the rights set forth in **Section 6.4(c)**. Unless otherwise defined herein, capitalized terms have the meanings set forth in the Agreement or **Exhibit 1** to the Agreement.

**THIRD PARTY LICENSES**

Name of Product/Service Covered (e.g. maintenance)	Counter-Parties to Agreement	Term; Renewal Date	Prohibition or restrictions on transfer or assignment	Approval of counter-party to transfer	Transfer Fees	Notice period for cancellation	Other restrictions or comments
NearStar	NearStar	License is perpetual, (Maintenance and support purchased annually)	Assignment requires NearStar’s prior written consent. Rights are limited to those set forth in the NearStar/Xerox agreement and NearStar EULA	Required			

**EQUIPMENT LEASES**

<b>Equipment; Serial Number(s)</b>	<b>Counter- Parties to Agreement</b>	<b>Term; Renewal Date</b>	<b>Prohibition or restrictions on transfer or assignment</b>	<b>Approval of counter-party to transfer</b>	<b>Transfer Fees</b>	<b>Notice period for cancellation</b>	<b>Other restrictions or comments</b>

**THIRD PARTY CONTRACTS**

<b>Equipment; Serial Number(s)</b>	<b>Counter- Parties to Agreement</b>	<b>Term; Renewal Date</b>	<b>Prohibition or restrictions on transfer or assignment</b>	<b>Approval of counter- party to transfer</b>	<b>Transfer Fees</b>	<b>Notice period for cancellation</b>	<b>Other restrictions or comments</b>
N/A	Pitney Bowes (for Maintenance)		Assignment requires prior written consent	Required			
N/A	Pitney Bowes (for Pre-Sort)						