

Appendix G
Amendment No. 5 to
DIR Contract #DIR-SDD-1683

Rental Agreement

This Amendment ("Amendment"), which shall become effective as of the date of the last party's signature, amends the DIR-SDD-1683 Contract between DIR ("Customer") and **Xerox Corporation** ("Xerox").

The parties agree that the Offer is modified as described below:

- 1. Xerox Rental Terms & Conditions Attached are incorporated into DIR-SDD-1683 and apply to all Specific Rental Transactions procured from the DIR-SDD-1683 Rental Schedule.**

Except as specified in this Amendment, the DIR-SDD-1683 Contract shall remain as stated. In the event of a conflict between the terms and conditions of the Offer and this Amendment, this Amendment will control.

DIR-SDD-1683 Rental Terms & Conditions

Rental Terms

- 1. Title and Risk of Loss.** Title to the Products remains with Xerox. Risk of loss or damage to the Products passes to Customer upon delivery.
- 2. Rental Order Commencement & Term.** The Term for each unit of Equipment will commence upon the delivery of customer-installable Equipment; or the installation 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. Unless either party provides notice of termination at least 30-days before the expiration of the initial Term, it will renew on a month-to-month basis at the same prices, and the same terms and conditions. During the renewal period, either party may terminate the Equipment upon at least 30-days notice. Upon termination, Customer will make the Equipment available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered, reasonable wear and tear is acceptable.
- 3. Fixed Pricing.** Rental prices will not increase during the initial 36-month term of the Individual Rental Order.
- 4. Renewal.** Rental Orders will renew automatically 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, or provided to Customer by Xerox, prior to expiration of the then-current Individual Rental Agreement term.
- 5. Equipment Return.** Unless Customer has renewed or purchased the Equipment, Customer will make the Equipment and 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.
- 6. 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.
- 7. 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

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default within 30 days of the notice, Xerox, in addition to its other remedies, including the cessation of Maintenance Services, may require the immediate payment as liquidated damages for loss of bargain and not as a penalty, of all amounts then due, 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.

Software

8. **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.
9. **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

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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.

10. **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.

	Customer	Xerox Corporation
Signature:	_____	_____
Name (please Print)	_____	_____
Title:	_____	_____
Address	_____ _____ _____	_____ _____ _____
Date:	_____	_____