

**APPENDIX F TO DIR CONTRACT NO. DIR-TSO-3280**  
**MAINTENANCE AND SUPPORT AGREEMENT**

The Terms and Conditions of DIR Contract No. DIR-TSO-3280 (“Contract”) and all appendices and addendums thereto, including this Appendix F, Maintenance and Support Agreement (Agreement) are the only terms and conditions governing Maintenance and Support Services (Services) provided by ImageNet Consulting, LLC. (“ImageNet”) or any authorized Service Provider, Order Fulfiller, or Reseller (Vendor) in support of DIR Contract No. DIR-TSO-3280.

**1. TERM.** Maintenance for eligible customers (Customers) under DIR Contract No. DIR-TSO-3280 and this Agreement shall start on the date of installation (the “Start Date”) for newly installed equipment (inclusive of standard embedded manufacturer software) (the “Equipment”) for devices that are supported by Maintenance and Support Services, all of which are toner inclusive. For all other newly installed Equipment without a Maintenance and Support Agreement, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the service order form for all previously in-place Equipment. DIR Contract No. DIR-TSO-3280 is for an initial one (1) year term and three (3) one (1) year optional renewal terms which may be exercised by Customer’s issuance of written notification (which may be in the form of Customer Purchase Order) to renew thirty (30) days in advance of the then-effective expiration date (each a “Renewal Term”).

**2. CHARGES.** Base maintenance charges shall be billed in advance and per image charges shall be billed in arrears. Payments shall be made in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3280. Taxes will be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-3280. Customer’s maintenance charges will appear on Customer’s periodic lease invoice along with standard lease charges. All lease and rentals include Maintenance Services which include consumable supplies such as, but not limited to photoconductor, drums, toner, staples, ink and developer excluding paper. Termination will be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3280. Vendor may terminate this Agreement if Customer uses the consumables in a manner that is not intended by DIR Contract No. DIR-TSO-3280 or this Agreement. In the event Customer’s toner usage exceeds the published manufacturer specifications for conventional office image coverage by more than 10%, as initially determined by Vendor, Vendor may invoice Customer for such excess usage in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3280. To the extent that Customer is invoiced for excess usage, Vendor will discuss the options available to the Customer regarding its toner and equipment usage needs. Customer may purchase additional toner from Vendor if required during the term. Customer shall bear all risk of loss, theft or damage to unused and all remaining consumables, which shall remain Vendor’s property and shall be returned promptly upon termination of this Agreement. Unless otherwise indicated on the service order form, Customer authorizes Vendor to use networked features of the Equipment to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the Equipment over Customer’s network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. Customer agrees to provide meter readings to Vendor, if

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applicable, in accordance with the meter read option selected by Vendor's normal procedures. Vendor may request a procedural change of the Customer's meter read options from time to time upon sixty (60) days written notice. If Vendor does not receive timely meter readings from Customer, Customer agrees to pay invoices that reflect Vendor's estimates of meter readings. Vendor reserves the right to verify the accuracy of any meter readings from time to time, and to invoice Customer for any shortfall in the invoice on the next periodic billing cycle invoice.

**3. COVERED SERVICE.** Vendor shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and Vendor's normal practice. Such service shall be performed during Customer's designated local regular business hours.

Customer shall afford Vendor reasonable access to the Equipment to perform on-site service. Vendor may terminate its maintenance obligations as to any Equipment if Customer relocates Equipment to a site outside of Vendor service territory. If any Equipment cannot be maintained in good working order through Vendor's routine Maintenance Service Schedule, Vendor may upon mutual agreement with Customer substitute comparable Equipment. Parts or Equipment replaced or removed by Vendor in connection with Maintenance Services hereunder shall become the property of Vendor and Customer disclaims any interest therein. Vendor shall make available to Customer from time to time upgrades and bug fixes for the software licensed as part of the Equipment ("Embedded Software") at no cost. Upgrades requested by Customer that exceed Maintenance Service obligations may be provided by Vendor at an additional cost in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3280. Customer is required to use Vendor for installation of any upgrades and bug fixes for Equipment in which Customer does not have total ownership. To the extent that Customer owns the equipment, Vendor shall have no responsibility for any performance or other issues that may result from such installation other than those that were installed by Vendor. Embedded Software as used herein does not include third party application software which may be provided in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3280 from the Vendor to Customer. Application software or other product that is not listed in and is not in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3280 shall not be installed on any Equipment provided under the Contract.

**4. DATA.** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that Vendor is not storing Data on behalf of Customer and that exposure or access to the Data by Vendor, if any, is purely incidental to the services performed by Vendor. Confidentiality shall be handled in accordance with Appendix A, Section 10H of DIR Contract No. DIR-TSO-3280. Vendor agrees that all Equipment equipped with hard disk drives (e.g. printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase data written to the hard drive prior to final disposition of the Equipment in accordance with Texas Administrative Code, Title 1, Chapter 202 (1 TAC 202). Documentation of completed hard disk drive erasure shall be made available to Customer, i.e. certification/validation/report. Neither Vendor nor any of their

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affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to Vendor or leasing company. Customer is solely responsible for: (i) Customer's compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, Customer should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3280, Customer may purchase from Vendor an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). The terms of this Section 5 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and Vendor could be construed to apply to Data to the extent that it does not conflict with Customer data security policy.

**5. OBLIGATION OF MAINTENANCE FUNDS.** Vendor is not responsible for the monitoring of Customer machine usage to ensure that billings do not exceed the dollar amounts indicated on the Equipment orders. As a result, cost estimates provided by the Vendor shall not be binding on Vendor.

**6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY.** Warranties shall be handled in accordance with Appendix A, Section 7C of DIR Contract No. DIR-TSO-3280. Limitation of Liability shall be handled in accordance with Appendix A, Section 10K of DIR Contract No. DIR-TSO-3280. Vendor shall perform the Services described in this Appendix F in a professional and workman-like manner and in accordance with all applicable laws and regulations.

End of Appendix F to DIR Contract No. DIR-TSO-3280