

**APPENDIX D TO DIR CONTRACT NO. DIR-CPO-4437  
MAINTENANCE AND SUPPORT AGREEMENT (per Amendment 1)**

The Terms and Conditions of DIR Contract No. DIR-CPO-4437 (“Contract”) and all appendices and addendums thereto, including this Appendix D, Maintenance and Support Agreement (Agreement) are the only terms and conditions governing Maintenance and Support Services (Services) provided by Canon U.S.A., Inc. (“CUSA”) or any authorized Service Provider, Order Fulfiller, or Reseller (Vendor) in support of DIR Contract No. DIR-CPO-4437.

**1. TERM.** Maintenance for eligible customers (Customers) under DIR Contract No. DIR-CPO-4437 and this Agreement shall start on the date of installation (the “Start Date”) for newly installed equipment (inclusive of standard embedded Canon brand 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-CPO-4437 is for an initial one (1) year term and three (3) one (1) year optional renewal terms which may be exercised by Vendor’s issuance of thirty (30) days advanced written notice and Customer’s concurrence (which may be in the form of Customer Purchase Order) prior to 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 7.J of DIR Contract No. DIR-CPO-4437. Taxes will be handled in accordance with Appendix A, Section 7.E of DIR Contract No. DIR-CPO-4437. 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 10.B of DIR Contract No. DIR-CPO-4437. Vendor may terminate this Agreement if Customer uses the consumables in a manner that is not intended by DIR Contract No. DIR-CPO-4437 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-CPO-4437. 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 including imageWARE Remote 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

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agrees to provide meter readings to Vendor, if 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-CPO-4437. 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-CPO-4437 from the by 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-CPO-4437 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 10.H of DIR Contract No. DIR-CPO-4437. 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

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erasure shall be made available to Customer, i.e. certification/validation/report. Neither Dealer nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to Dealer 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-CPO-4437 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 4 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 insure 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 7.C of DIR Contract No. DIR-CPO-4437. Limitation of Liability shall be handled in accordance with Appendix A, Section 10.K of DIR Contract No. DIR-CPO-4437. 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.

**7. OCÉ ARIZONA EQUIPMENT.** If a Customer Purchase Order references Océ Arizona Series Equipment, the following consumable items for the Océ Arizona Series are excluded from the Warranty and/or Maintenance set forth in the Agreement:

- Printheads (unless otherwise set forth on the Purchase Order)
- Table Vacuum Overlays
- UV Lamps & Lamp Filters
- Ink Filters
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**8. OCÉ COLORADO EQUIPMENT.** If a Customer Purchase Order references Océ Colorado Series Equipment. The following consumable items for the Océ Colorado are excluded from the Warranty and/or Maintenance set forth in the Agreement:

Colorado 16xx Knife  
Take Up Spindle  
Unwind Spindle

Customer hereby acknowledges that Océ Remote Services (also known as ORS) is a service diagnostics tool which is designed to reduce service visits, shorten service resolution times and minimize downtime. Vendor has incorporated several security measures, controls and user interaction aspects in the development of the Océ Remote Service functionality:

- Customer is in control as they determine when and if Vendor is allowed to connect remotely to the target device.
- Océ Remote Service only retrieves printer device information and no information about customer documents. Printer device information is secured with a password prior to transmission to Vendor.
- It is possible for a customer using Océ Remote Service to see a history of the information that has been sent to Vendor.
- Océ Remote Services uses Industry Standard HTTPS connection methods for all communication between the device and Vendor.

Data traffic between Customer and Vendor is mainly outbound, except when a Remote Assistance session is ongoing. In the latter case Customer is always in control and can initiate or turn-off the remote session at Customer's own discretion. ORS will be enabled on the following Equipment:

All Océ Colorado 1640 Printer(s)  
Future Océ Colorado Printers

**9. OCÉ PROCUT EQUIPMENT.** If a Customer Purchase Order references Océ ProCut Equipment. The following modules and tool Inserts for the Océ ProCut are limited to a six (6) month Warranty:

Routing Modules  
Universal Modules  
Driven Rotary Tool  
Oscillating Cutting Tools  
Milling Spindles  
Creasing Tools  
Kiss-Cutting Tool  
V-Cut Tool  
Univ. Drawing Tool with pen  
Universal Cutting Tool

**OCÉ PRISMA SOFTWARE.** If a Customer Purchase Order references support/maintenance service for Océ PRISMA software, the following terms shall apply:

Software Support; Modifications For this provision, "Software" is defined as Océ PRISMA software.

(a) Vendor will use reasonable efforts to correct reproducible errors in any current, unaltered release of Software caused by a defect or malfunction which prevents Customer from operating the Software in a manner consistent with Vendor's then current published specifications. Vendor, in its sole discretion, shall choose the method to correct or replace the Software. These methods may include, but are not limited to, telephone, remote and on-site support. Support of any Software modified by Customer or any third party not authorized in writing by Vendor, is not covered by this Agreement. If either Customer or a third party modifies the Software and, in Vendor's sole opinion, such modification affects the performance of the Software, to the extent allowable by DIR Contract No. DIR-CPO-4437, Customer shall pay Vendor by mutual agreement, at Vendor's then applicable rates, for all resulting support services.

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(b) Vendor will make Software revisions available at no charge for Software deemed by Vendor as “current” release versions to Customers covered under an active Vendor software maintenance contract. Software revisions shall be defined as enhancements, modifications, updates, and improvements to the Software that Vendor classifies as dot releases, meaning the Software revision code changes only in the fractional portion of the program level (i.e. v1.20 >v1.25> v1.41, etc.) (“Dot Release”). Dot Releases may contain both product improvements and new functionality. The improvements to the core product will be included at no charge. The new functionality portion of Dot Releases is optional and such new functional portions will be offered to Customers at prices in accordance to Appendix C, Pricing Index of the DIR Contract, DIR-CPO-4437. Installation of Dot Releases may, at Vendor’s sole discretion, be chargeable at Vendor’s Technical Services rates in accordance with Appendix C, Pricing Index of the DIR Contract No. DIR-CPO-4437 with minimum charges for service time, In addition, the cost of any server hardware modifications/upgrades required to run the Dot Releases are the Customer’s sole responsibility and shall be in accordance with Appendix C Pricing Index of the DIR Contract, DIR-CPO-4437.

(c) Vendor will make “new” Software releases available to Customers covered under an active Vendor software maintenance contract at upgrade prices in accordance with Appendix C Pricing Index of the DIR Contract, DIR-CPO-4437. New Software releases are defined as those enhancements, modifications, updates, new functionality and improvements that Vendor classifies as a “version release”, meaning the whole number portion of the Software version changes (i.e. v1.xx >v2.xx>v3.xx etc.) (“Version Release”). Installation of Version Releases may, at Vendor’s sole discretion, be chargeable at Vendor’s Technical Services rates in accordance with Appendix C, Pricing Index of the DIR Contract No. DIR-TSO-4437 with minimum charges for service time. In addition, the cost of any server hardware modifications/upgrades required to run the Version Release are the Customer’s sole responsibility and shall be in accordance with Appendix C, Pricing Index of the DIR Contract, DIR-CPO-4437.

(d) Support does not include: (i) administration of servers or database products; (ii) support of Software installed on equipment using “beta” or operating systems not supported by Vendor; (iii) resolution of network errors not directly related to Software; or (iv) installation, setup or support of third party products not supported by Vendor or software not acquired from Vendor. Maintenance does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with Vendor Software. Vendor will provide support services for: (a) the latest Software Version Release (e.g.v5) following the date it is made generally available and (b) for the immediately prior Version Release (e.g. v4) during the twelve (12) month period following the date the latest Software Version Release (v5) is generally available. Software support shall terminate if Vendor declares end of life or end of development for such Software, and then only with at least ninety (90) days prior written notice.

(e) It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. Vendor shall not be liable for any losses (of data or productivity or of any other kind) resulting from rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at Vendor’s sole discretion, be chargeable at Vendor’s then published Technical Services rates in accordance with Appendix C, Pricing Index of the DIR Contract, DIR-CPO-4437 with minimum charges for service time, Purchase and administration of anti-virus software is Customer’s responsibility. Assistance for installing and maintaining anti-virus software is outside the scope of standard support but is available from Vendor as a billable service upon request.