



This addendum is added to and is to be considered part of the subject contract.

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH Toshiba America Business Solutions, Inc.
RESULTING FROM STATEWIDE CONTRACT NO. 1013**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to Toshiba America Business Solutions, Inc. (“Toshiba”) in connection with Statewide Contract No. 1013 (“Solicitation”) and is effective August 17th, 2020, (“Effective Date”).

Recitals

Whereas, the State issued a Solicitation for proposals to provide Document Lifecycle Management solutions, as more particularly described in the Solicitation;

Whereas, Toshiba submitted a proposal which contained various other Contract Documents; and

Whereas, the State and Toshiba have negotiated the final terms under which Toshiba will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. **Addendum Purpose.**

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Toshiba as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. **Negotiated Documents of the Contract.**

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. Attachment A is Toshiba’s Exceptions;
- ii. Attachment B is the Hosting Agreement;
- iii. Attachment C is the Master Software and Services Agreement;
- iv. Attachment D is the Statement of Services;

- v. Attachment E is the Master Print Services Agreement;
- vi. Attachment F is the Master Print Services Schedule;
- vii. Attachment G is the Product Purchase Order Schedule;
- viii. Attachment H is the MPSA Order Form;
- ix. Attachment I is the End User License Agreement.

2.2. Contract Documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

2.3. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

3. **Business Associate Agreement.** If any order off this Contract will require a Business Associate Agreement to safeguard Protected Health Information, then Toshiba and the ordering entity will work in good faith to negotiate and execute such agreement.

4. **Subcontractors of Toshiba.** Though State has negotiated and incorporated user agreements, Toshiba shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of any subcontractors. All payments for products shall be made directly to Toshiba. For properly assigned leases, payment shall be made to the assignee. No subcontractors may access, process, or store State data until such time these subcontractors submit to and successfully complete the State's security assessment.

State of Oklahoma

By: *D. Jerry Moore*

Name: D. Jerry Moore

Title: Chief Information Officer

Date: _____

Toshiba America Business Solutions, Inc.

By: *Scott Maccabe*

Name: Scott Maccabe

Title: President and CEO

Date: *August 19, 2020*

**Attachment A to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH Toshiba America
Business Solutions, Inc. RESULTING FROM STATEWIDE
CONTRACT No. 1013**

Negotiated Exceptions to the Solicitation

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions submitted by Toshiba America Business Solutions, Inc. or discussed by the parties.

RFP Section	Exception
A. General Provisions, A.1.8	<p>Solicitation, Section A.1.8, is hereby deleted in its entirety and replaced with the following:</p> <p>"Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier including agreements, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.</p>
A. General Provisions, A.5.2	<p>Solicitation, Section A.5.2, is hereby deleted and replaced with the following:</p> <p>The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the lease agreements, Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.</p>
A. General Provisions, A.13.1 D	<p>Section A.13.1, is hereby deleted and replaced with the following:</p> <p>All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order. Title to the leased products shall remain with the Supplier's third-party leasing partner as set forth in the lease agreements.</p>
A. General Provisions, A.15.1 Audits and Records Clause	<p>Section A.15.1 is hereby deleted in its entirety and replaced with the following:</p> <p>As used in this clause, "records" includes books, documents, acceptable</p>

RFP Section	Exception
	<p>accounting procedures, and other data directly relating to this Contract, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.</p>
<p>A. General Provisions A. 16 Non-Appropriation Clause</p>	<p>Section A.16 is hereby deleted in its entirety and replaced with the following:</p> <p>Notwithstanding any provisions of this Contract, State Entity and Interlocal Entity may terminate any purchase order if funds sufficient to pay its obligations under the Contract Documents are not appropriated by the applicable state legislature, federal government or other appropriate government entity and such non appropriation did not result from an act or omission by State Entity or Interlocal Entity. The State Entity or Interlocal Entity may terminate as of the last day of the Term (as defined in Section B.1) for which appropriations were received. In the event of such insufficiency, Participating State shall provide ten (10) calendar days' written notice of intent to terminate. Notwithstanding the foregoing, if a State Entity or Interlocal Entity issues a purchase order and has accepted the products and/or services under such order, the Purchasing Entity shall be obligated to pay for such products and/or services. In the event of termination of a purchase order as provided in the foregoing, State Entity or Interlocal Entity shall not be considered to be in default or breach under this Contract or any Contract Document, nor shall it be liable for any further payments ordinarily due under (except that State Entity or Interlocal Entity shall remain obligated to pay any payments or sums due under the purchase order for which funds shall have been appropriated and budgeted, and State Entity or Interlocal Entity shall return the Equipment to Supplier or its assignee on or prior to the termination date), with respect to, related to, or arising out of such purchase order, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.</p>
<p>A. General Provisions, A.18.1 Termination for Cause</p>	<p>Section A.18.1 is hereby deleted in its entirety and replaced with the following:</p> <p>Either party can terminate for cause upon providing written notice to the defaulting party and the defaulting party's failure to cure such deficiency within thirty (30) days' receipt of such notice. Cancellation shall not affect leased product in place at the time of cancellation.</p>
<p>A. General Provisions, A.20.d Insurance</p>	<p>Section A.20.d is hereby deleted in its entirety and replaced with the following:</p> <p>Additional coverage required by the State in writing in connection with a particular Acquisition as mutually agreed upon type and limits.</p>
<p>A. General Provisions, A.28.2 Confidentiality</p>	<p>Section A.28.2 is hereby deleted in its entirety and replaced with the following:</p> <p>No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State CIO or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to</p>

RFP Section	Exception
	<p>protect the security and confidentiality of such data or records in response to a third party request. Notwithstanding the foregoing herewith, Supplier is permitted to disclose State data or records related to purchasing transactions only to Supplier's third-party leasing partner.</p>
<p>A. General Provisions, A.31.2 Patents and Copyrights A.31.3 Patents and Copyrights</p>	<p>Section A.31.2 is hereby deleted in its entirety and replaced with the following:</p> <p>If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all direct costs, proven direct damages, and reasonable attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any direct settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and such settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all direct costs, direct and proven damages and reasonable fees incurred by or assessed to the State.</p> <p>Section A.31.3 is hereby deleted in its entirety and replaces with the following:</p> <p>If such a claim is made, the Supplier shall replace such potential infringing products with at least a functional non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.</p>
<p>A. General Provisions, A.32 Assignment</p>	<p>Section A.32 is hereby deleted in its entirety and replaced with the following:</p> <p>Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.</p> <p>Supplier is permitted to assign to a third-party leasing partner all of its rights, title and interest to the leased products, including the right to collect payment and enforce its said rights.</p>
<p>A. General Provisions, A.45.1 Ownership Rights</p>	<p>Section A.45.1 is hereby deleted in its entirety and replaced with the following:</p> <p>This is not a work for hire engagement so the parties do not anticipate that Toshiba will create any new intellectual property. To the extent Toshiba does create intellectual property, any software developed by the Supplier exclusively for the State of Oklahoma is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test</p>

RFP Section	Exception
	<p>procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products. All pre-existing work product shall remain the sole and exclusive property of Toshiba</p>
<p>A. General Provisions, A.45.2-A.45.7</p>	<p>Sections A.45.2, A.45.3, A.45.4, A.45.6, and A.45.7 are hereby deleted in their entirety.</p>
<p>A. General Provisions, A.47 Right to Renegotiate</p>	<p>Section A.47 is hereby deleted in its entirety and replaced with the following:</p> <p>Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified. Cancellation of the Contract shall not apply to the leased product(s) already in place at the time of cancellation.</p>
<p>B. Special Provisions, B.2 Obligations of Permitted Subcontractor</p>	<p>Section B.2's Title is hereby deleted in its entirety and replaced with:</p> <p>Obligations of Permitted Subcontractor and Third-Party Leasing Partner</p>
<p>B. Special Provisions, B.2.1 Obligations of Permitted Subcontractor and Third-Party Leasing Partner</p>	<p>Section B.2.1 is hereby deleted in its entirety and replaced with:</p> <p>If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons. Supplier is permitted to assign to a third-party leasing partner all of its rights, title and interest to the leased products, including the right to collect payment and enforce its said rights.</p>
<p>B. Special Provisions, B.2.1 Obligations of Permitted Subcontractor and Third-Party Leasing Partner</p>	<p>Section B.2.2 is hereby deleted in its entirety and replaced with the following:</p> <p>All payments for leased products shall be made directly to the Supplier's third-party leasing partner. Payments for purchase shall be made directly to Supplier or its authorized resellers. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor</p>

**Attachment B to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH Toshiba America Business Solutions, Inc.
RESULTING FROM STATEWIDE CONTRACT NO. 1013**

The Hosting Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Toshiba America Business Solutions, Inc. or discussed by the parties. This Hosting Agreement is a Contract Document stemming from Oklahoma State Contract 1013 (“SW1013”).

HOSTING AGREEMENT

This Hosting Agreement (“Hosting Agreement”) is a Contract Document in connection with Statewide Contract No. 1013 (the “Contract”) and entered into between Toshiba America Business Solutions, Inc. (“Vendor”) and the State of Oklahoma by and through the Office of Management and Enterprise Services (“State” or “Customer”), the terms of which are incorporated herein. This Hosting Agreement is applicable to any Customer Data stored or hosted by Vendor in connection with the Contract. Unless otherwise indicated herein, capitalized terms used in this Hosting Agreement without definition shall have the respective meanings specified in the Contract.

I. Definitions

- a. “Customer Data” shall mean all data supplied by or on behalf of Customer in connection with the Contract, excluding any confidential information of Vendor.
- b. “Data Breach” shall mean the unauthorized access by an unauthorized person that results in the access, use, disclosure or theft of Customer Data.
- c. “Non-Public Data” shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.
- d. “Personal Data” shall mean Customer Data that contains 1) any combination of an individual’s name, social security numbers, driver’s license, state/federal

identification number, account number, credit or debit card number and/or 2) contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.

- e. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the services.

II. Customer Data

- a. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Vendor by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Vendor shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
- b. Vendor shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the hosted environment. Vendor shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Vendor shall not respond to subpoenas, service or process, FOIA requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Vendor's proposed responses. Vendor agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
- c. Vendor will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Vendor. Vendor will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Vendor will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Vendor as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Vendor's negligence or willful misconduct, Vendor, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

III. Data Security

- a. Vendor will use commercially reasonable efforts, consistent with industry standards, to provide security for the hosted environment and Customer Data and

to protect against both unauthorized access to the hosting environment, and unauthorized communications between the hosting environment and the Customer's browser. Vendor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Vendor applies to its own personal data and non-public data of similar kind.

- b. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Vendor is responsible for encryption of Personal Data.
- c. Vendor represents and warrants to the Customer that the hosting equipment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Vendor will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Vendor will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Vendor, Vendor will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Vendor has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Vendor is responsible for actual costs incurred by Customer for Customer to remediate the virus.
- d. Vendor shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Vendor shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Vendor shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Vendor's obligations under the Contract.
- e. Vendor shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
- f. Vendor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. Vendor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

IV. Security Assessment

- a. The State requires any entity or third-party vendor hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Vendor submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards during the term of the Contract, including renewals, constitutes a material breach.
- b. To the extent Vendor requests a different sub-contractor than the third-party hosting vendor already approved by the State, the different sub-contractor is subject to the State's approval. Vendor agrees not to migrate State's data or otherwise utilize a different third-party hosting vendor in connection with key business functions that are Vendor's obligations under the Contract until the State approves the third-party hosting vendor's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party hosting vendor does not meet the State's requirements under the State Certification and Accreditation Review, Vendor acknowledges and agrees it may not utilize such third-party vendor in connection with key business functions that are Vendor's obligations under the Contract, until such third party meets such requirements.

V. Security Incident Notification and Responsibilities: Vendor shall inform Customer of any Security Incident or Data Breach

- a. Vendor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Vendor will coordinate with Customer prior to making any such communication.
- b. Vendor shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
- c. Vendor shall: (i) maintain processes and procedures to identify, respond to and analyze Security Incidents; (ii) make summary information regarding such procedures available to Customer at Customer's request, (iii) mitigate, to the extent

practicable, harmful effects of Security Incidents that are known to Vendor; and (iv) documents all Security Incidents and their outcomes.

VI. Data Breach Notification and Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Vendor.

- a. Vendor, unless stipulated otherwise, shall promptly notify the Customer identified contact within 2 hours or sooner, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. Vendor shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- b. Unless otherwise stipulated, if a Data Breach is a direct result of Vendor's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – (2), (3) and (4) not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Vendor based on root cause.
- c. If a Data Breach is a direct result of Vendor's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

VII. Notice: Contact information for Customer for notifications pursuant this Hosting Agreement are consistent with the Contract with a copy sent to:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

Chief Information Security Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

OMES Information Services General Counsel
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

For immediate notice which does not constitute written notice:

OMES Help Desk
405-521-2444
helpdesk@omes.ok.gov
Attn: Chief Information Security Officer

VIII. Vendor Representations and Warranties: Vendor represents and warrants the following

- a. The product and services provided under this Hosting Agreement do not infringe a third party's patent or copyright or other intellectual property rights.
- b. Vendor will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
- c. The execution, delivery and performance of the Contract, the Hosting Agreement and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Vendor will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Vendor and any third parties retained or utilized by Vendor to provide goods or services for the benefit of the Customer.
- d. Vendor shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting Environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

IX. Indemnity

Vendor's Duty of Indemnification. Vendor agrees to indemnify and shall hold the State of Oklahoma and State, its officers, directors, employees, and agents harmless from all liabilities, claims, direct and actual damages, losses, reasonable costs, and expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees) (collectively "Damages") (other than Damages that are the fault of Customer) arising from or in connection with Vendor's breach of its express representations and warranties or other obligations in this Hosting Agreement and the Contract. If a third party claims that any portion of the products or services provided by Vendor under the terms of the Contract or this Hosting Agreement infringes that party's patent or copyright, Vendor shall defend and indemnify the State of Oklahoma and Customer against the claim at Vendor's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State of Oklahoma and/or Customer. The State of Oklahoma and/or Customer shall promptly notify Vendor of any third party claims and to the extent authorized by the Attorney General of the State, allow Vendor to control the defense and any related settlement negotiations. If the Attorney General of the State of Oklahoma does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section but Vendor shall remain responsible to indemnify Customer and the State of Oklahoma for all associated costs, damages and fees incurred by or assessed to the State of Oklahoma and/or Customer. Should the software become, or in Vendor's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated under this Hosting Agreement, Vendor may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

X. Termination and Suspension of Service:

- a. In the event of a termination of the Contract, Vendor shall implement an orderly return of Customer Data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of Customer Data.
- b. During any period of service suspension, Vendor shall not take any action to intentionally erase any Customer Data.
- c. In the event of termination of any services or agreement in entirety, Vendor shall not take any action to intentionally erase any Customer Data for a period of:
 - i. 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - ii. 30 days after the effective date of termination, if the termination is for convenience

iii. 60 days after the effective date of termination, if the termination is for cause

After such period, Vendor shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

- d. The State shall be entitled to any post termination assistance generally made available with respect to the services.
- e. Vendor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer.



Master Software and Services Agreement

Attachment C to Addendum 1 to

STATE OF OKLAHOMA CONTRACT WITH Toshiba America Business Solutions, Inc. RESULTING FROM STATEWIDE CONTRACT NO. 1013

The Master Software and Services Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Toshiba America Business Solutions, Inc. or discussed by the parties. This Master Software and Services Agreement is a Contract Document stemming from Oklahoma State Contract 1013 (“SW1013”).

This SOLUTIONS AGREEMENT (“Agreement”) is entered into as of the Effective Date by and between Toshiba America Business Solutions, Inc. a California corporation with an address of 25530 Commercentre Drive, Lake Forest, CA 92630 (“TABS”) including its division Toshiba Business Solutions (“TBS”), (collectively or individually TABS and TBS shall be referred to as the “Contractor”) and the Client specified below (“Client”).

1. DEFINITIONS.

As used in this Agreement and in addition to any other terms defined herein, the following defined terms will have the following meanings:

- 1.1. “Client” means any Authorized Used as defined by 1013.
- 1.2 “Data Management Services or “DMS” means the Internet-based transactional application and database services provided by Contractor or its subcontractors that are accessible to Client via a Web browser through the Internet for managing business processes and information.
- 1.3 “Effective Date” shall be the date the Client or Contractor executes the Agreement, whichever is later in time.
- 1.4. “Initial Term” means the initial [insert term months/years] month term commencing on the later of the Effective Date or the date that Client is first granted access to the DMS.

2. SERVICES AND LICENSES.

2.1. Contractor, or its subcontractor, will provide to Client the following services, to the extent, and only to the extent, set forth on mutually agreed Statement of Services (each, a “Statement of Services” or “SOS”), according to the terms of this Agreement: (i) software licenses; (ii) access to a cloud-based and/or local server for data management (“Data Management Services” or “DMS”); (iii) implementation of the DMS by integrating Client’s internal information systems with the DMS (“Implementation Services”); (iv) consulting and software integration services (“Consulting Services”); (v) Client care and support services (“Support Services”); (vi) outsourced business processing services (“BPO Services”); and (vi) other DMS projects (“Project Services”). The SOS is attached as Schedule A (the “Services”). Each SOS will include a description of each Service, the fee corresponding to each Service, and indicate whether the fee is recurring or nonrecurring. In the event of a conflict or inconsistency, this Agreement takes precedence over the SOS.

2.2. Contractor, or its subcontractor, may develop modifications to the DMS and/or new software programs (collectively, the “Developed Software”). Client waives any and all proprietary right or interest in any requested changes, modifications, suggestions, or comments communicated by Client to Contractor, or its subcontractor, and assigns to Contractor, or its subcontractor, any and all rights therein. Contractor, or its subcontractor, reserves all rights in the Developed Software, including, but not limited to, all intellectual property rights therein. Contractor, or its subcontractor, hereby grants to Client a non-exclusive, non-transferable, fully paid up license to use the Developed Software solely for use with the DMS and subject to the access limitations in Section 3.

3. ACCESS TO THE SERVICES AND/OR DMS AND PERMITTED USE.

3.1. Subject to the terms, conditions and limitations set forth in this Agreement, Contractor shall grant Client a non-exclusive, non-transferable (except as set forth herein), license, for the duration of the Term, to the Software and/or access and use the Services and/or DMS as set forth in Section 2.1. The Service and/or DMS offers access to the functionalities of the Software. The functionalities available as part of the Service may vary from time to time, provided however that removed functionality will be replaced with other functionality permitting performance of substantially the same fundamental activities. Client is responsible for using the License and materials therein in a manner that complies with the applicable requirements but shall not use the Services that would subject Contractor to additional regulatory requirements.

3.2. Client is responsible for ensuring that the Services and/or DMS shall only be accessed and used by individually named users who are employees of Client, Client Affiliates or Contractors and who are provided with a User ID by Contractor or its subcontractor. No more than one designated user shall



Master Software and Services Agreement

have access to each User ID and Client shall ensure that User IDs are not shared. Client shall be responsible for all activities that occurs under each User ID and shall be liable for any acts and omissions of each designated User. Contractor is not responsible for monitoring Client's internal access process or Client's internal access authorization outside the United States.

3.3. Client will not remove any proprietary notices of Contractor, or its subcontractor, or third parties found in or on the DMS or the Developed Software. Client shall not, and shall not allow third parties, to attempt to copy, modify, disassemble, or reverse engineer the DMS or the Developed Software. The DMS in object code and source code form, and all rights in the Services or DMS, including but not limited to all intellectual property rights therein, are and will remain the exclusive property of Contractor, or its subcontractor. Client will have no claim of ownership or any intellectual property rights in the Services or DMS. No rights other than those specifically stated herein are granted to Client, and Client will have no right to permit third-party access to the Services or DMS.

3.4. Client and Client Affiliates may use the Services and/or DMS to process its and their own data for its and their own internal and commercial business purposes, including data collection and reporting activities which Client or any Client Affiliate performs on behalf of its clients, provided, however, that Client shall not, and will ensure that Client Affiliates shall not directly or indirectly resell or sublicense the Licenses Services or purport to do so. Client shall not download, copy, decompile, revise, reverse engineer, modify or derive source code from the Services and/or DMS.

4. PAYMENTS. Intentionally omitted.

5. TAXES. Intentionally omitted.

6. USE OF CLIENT'S DATA. Intentionally Omitted

7. SERVICES AND DMS.

7.1. To the extent Contractor or its subcontractors provide DMS hosting services, such hosting services will be made available to Client twenty-four hours a day, seven days a week less (i) scheduled DMS, hardware or service maintenance; (ii) downtime resulting from the acts or omissions of Client or Client's employees, agents, contractors, or vendors, or anyone gaining access to the DMS by means of Client's passwords or equipment; (iii) a failure of the Internet and/or the public switched telephone DMS or other event described in section 15 herein; or (iv) the occurrence of any event that is beyond Contractor, or its subcontractor's, reasonable control (collectively, "Excusable Downtime"). Contractor, or its subcontractor, warrants that the Services and DMS will be available to Client at least 95% of the time during each month, excluding Excusable Downtime ("Uptime Warranty"); provided that Client satisfies the hardware and communication requirements set forth in the Services and/or DMS documentation and is otherwise current on all payment obligations to Contractor and its Subcontractors.

7.2. If the Services and/or DMS is down more than the Uptime Warranty during a month, then upon client request Contractor will credit to Client a pro-rated portion of the recurring fees set forth in the Initial SOS in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section 7.2, "pro-rated portion of the recurring fee" means the product obtained by multiplying the applicable recurring fee during the month of the failure by a fraction, the numerator of which will be the number of hours that the Services and/or DMS did not satisfy the Uptime Warranty (i.e. the excess of actual downtime over Excusable Downtime in the applicable month), and the denominator of which will be the total number of hours of the Uptime Commitment during the month that such failure occurred. THE FOREGOING REFUND WILL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR CONTRACTOR'S FAILURE TO COMPLY WITH THE UPTIME COMMITMENT IN THIS SECTION 7.2 AND CLIENT HEREBY DISCLAIMS ALL OTHER REMEDIES AVAILABLE IN LAW AND EQUITY RELATED TO THE UPTIME WARRANTY. THE UPTIME WARRANTY CREDIT SHALL NOT EXCEED \$10,000 IN ANY QUARTER.

Example:						
173 Average Work Hours in a Month						
Uptime Guarantee = 95%			Hours			
Threshold: 95%			164			
Example of Actual Uptime 90%			148			
Delta (missed hours) below threshold: 5%			5%			
Percentage Converted to Hours			8.218			
Penalty Application:						
Monthly Fees:	\$	20,900		8.22	Numerator	(#hours missed from commitment)
				148	Denominator	(#hours total commitment)
			0.06			
	Penalty:	\$	1,161			



Master Software and Services Agreement

8. WARRANTIES AND INDEMNIFICATION.

8.1. To the best of its knowledge Client represents and warrants (i) that Client either owns or has the right to authorize the reproduction of any hardcopy or electronic records provided to Contractor, or its subcontractor, (ii) the documents, materials or other records provided to Contractor, or its subcontractor, do not infringe any United States copyright, trademark, patents, trade secrets or other proprietary rights of any third-party, and (iii) the Services do not violate a federal, state or municipal law or regulation..

8.2. Contractor represents and warrants (i) that Contractor either owns or has the right to grant the access license set forth herein, and (ii) that the Services do not infringe any United States copyrights, trademarks, patents, trade secrets, or other proprietary rights (collectively, "IP Rights") of any third party. Contractor will indemnify and hold Client harmless from and against any damages, costs, expenses and liabilities, including reasonable attorneys' fees, from any third party claims against Client arising from the breach of the representations and warranties set forth in this Section 8.2. Contractor will have no indemnification obligation hereunder with respect to claims based on: (i) use of the Services and/or DMS except in accordance with this Agreement and Contractor's written instructions; (ii) the combination of the Services and/or DMS with any other software or hardware; (iii) modifications of the Services and/or DMS not made by Contractor, or its subcontractor; or (iv) Client's failure to implement changes recommended by Contractor, or its subcontractor, if the infringement would have been avoided in the absence of such combination, modifications or failure to implement recommended changes.

8.3. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY INDICATED IN THIS SECTION 8, NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS TO THE OTHER PARTY WITH RESPECT TO THE DMS OR THE SERVICES PROVIDED HEREUNDER OR OTHERWISE, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

9. TERM AND TERMINATION. Intentionally omitted.

10. LIMITED LIABILITY.

10.1. CLIENT AGREES THAT TOSHIBA, SUBCONTRACTORS AND ALL AFFILIATES' OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, OR REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF PROFITS, OR LOSS OF GOODWILL, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS RESULTING FROM THE USE OR INABILITY TO USE THE DMS OR SERVICES. EVEN IF TOSHIBA HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

10.2. EXCEPT FOR A DATA BREACH, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF TOSHIBA, SUBCONTRACTORS, OR ITS AFFILIATES FOR ANY DAMAGES INCURRED BY CLIENT EVER EXCEED THE FEES RECEIVED BY TOSHIBA UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE TIME AT WHICH THE DAMAGES AROSE REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. TO THE EXTENT TOSHIBA OR ITS SUBCONTRACTOR IS IN BREACH OF SECTION 13, TOSHIBA'S ENTIRE LIABILITY IS LIMITED TO DIRECT, PROVEN DAMAGES BUT IN NO EVENT MORE THAN ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) PER OCCURANCE AND TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) IN THE AGGREGATE.

11. NOTICES.

Any notice, approval, request, authorization, direction or other communication under this Agreement, except for billing and payment communication pursuant to section 4, shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to whom the same is directed; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five business days after the mailing date unless not actually received If sent by U.S. certified mail, return receipt requested postage and charges pre-paid or any other means of rapid mail delivery for which the receipt is available, to the address of the party set forth below.

To Contractor: 25530 Commercentre Drive
Lake Forest, CA 92630

With a Copy to: TABS Legal Department
25530 Commercentre Drive
Lake Forest, CA 92630



Master Software and Services Agreement

To Client:
Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

Chief Information Security Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

OMES Information Services General Counsel
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

12. SCHEDULES AND EXHIBITS.

The following Schedule(s) and Exhibit(s) are attached to and made a part of this Agreement by this reference:

Schedule A: Statement of Services

13. DATACONTROL.

13.1 The Parties acknowledge and agree that (i) Client will be and remain the controller of the client material for purposes of the applicable laws relating to data privacy, personal data, transborder data flow and data protection; (ii) Client is the party instructing Contractor in relation to the use of the Client materials for activities including emailing, data collection, and reporting, and (iii) Contractor or its subcontractor will be processing Client materials on Client's behalf.

13.2 Pursuant to Section 13.1, Contractor (i) does not participate in Client's or Client's Affiliates selection of the individuals targeted by e-mails or questionnaires or individuals to whom data or access to reports is provided; (ii) does not influence or control the type of data and information gathered from individuals or the content of the material displayed to individuals, and (iii) does not influence or control the use and distribution of the data and information collected or inputted by Client or Client Affiliates.

14. INSURANCE. Intentionally omitted.

15. MISCELLANEOUS.

Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread

TOSHIBA

Master Software and Services Agreement

internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

The Agreement and the Services will be governed by and interpreted in accordance with the internal laws of the state of Oklahoma, excluding its conflict of law rules. Any action, suit, or other proceeding shall be brought by either party against the other party in a State court of competent jurisdiction in Oklahoma County, Oklahoma. Both Parties hereby submit to the exclusive jurisdiction of such courts and waive any objection to jurisdiction or venue in any such proceeding.

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the duly authorized representatives of both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and made effective as of the Effective Date.

CLIENT NAME: _____
ADDRESS: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.:
ADDRESS: _____
BY: _____
NAME: _____
TITLE: _____
DATE: _____

**Attachment D to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH Toshiba America Business Solutions,
Inc.
RESULTING FROM STATEWIDE CONTRACT NO. 1013**

The Statement of Services is hereby amended as set forth below and supersedes all prior documents submitted by Toshiba America Business Solutions, Inc. or discussed by the parties. This Statement of Services is a Contract Document stemming from Oklahoma State Contract 1013 ("SW1013").

TOSHIBA

**STATEMENT OF SERVICES ("SOS")
for
Customer - <enter Customer Name>
Services - <enter Solution Name>**

Customer

Contractor

<Enter Customer Principal Contact Name>

Printed Name

<Enter Contractor Rep Contact Name>

Printed Name

<Enter Customer Principal Title>

Printed Title

<Enter Contractor Rep Title>

Printed Title

Signature (Authorized Customer)

Signature (Authorized Contractor)

<enter Customer SOS Signing Date>

<enter Contractor SOS Signing Date>

Date

Date

This Statement of Services (“SOS”) is made by and between Toshiba America Business Solutions, Inc. (“TABS”), including its division Toshiba Business Solutions (“Contractor”), with its headquarters located at 25530 Commercentre Drive, Lake Forest, CA 92630 (collectively or individually TABS and Contractor shall be referred to as the “Contractor”), and <enter Customer Name> located at <enter Customer Location> (the “Customer”).

This SOS describes the project and details the services and deliverables (hereinafter collectively known as “Project Services”) associated with the <Enter Project Name> project (the “Project”).

Project Services shall be provided pursuant to the “Project Contract” which consists of (i) this SOS together with (ii) the Master Software and Services Agreement (“MSSA”) dated <Insert specific MSSA Name and date > between Contractor and its Customer (the “Services Agreement”). This SOS is subject and subordinate to the MSSA. To the extent the terms and conditions of the Services Agreement and SOS conflict, the MSSA shall prevail.

Table of Contents

1.	PROJECT CONTACTS	4
2.	INTRODUCTION.....	5
3.	PROJECT OBJECTIVE	5
4.	PROJECT SCOPE.....	5
4.1.	IN-SCOPE FUNCTIONALITY.....	5
4.2.	OUT OF SCOPE FUNCTIONALITY:	6
5.	PROJECT DELIVERABLE(S)	6
6.	SERVICES	7
7.	PROFESSIONAL SERVICES AND LICENSE FEES	8
8.	ACCEPTANCE MILESTONES	9
9.	COMPLETION CRITERIA.....	9
10.	CHANGE MANAGEMENT	10
11.	SUPPORT.....	10
12.	SOS - ASSUMPTIONS	11
13.	CUSTOMER RESPONSIBILITIES.....	11
14.	CONTRACTOR RESPONSIBILITIES.....	12
15.	ADDITIONAL TERMS.....	12
	EXHIBIT A: PROPOSED PROJECT PLAN.....	13
	EXHIBIT B: PRICING SCHEDULE.....	14
	EXHIBIT C: SOLUTIONS DELIVERY AND ACCEPTANCE FORM	15
	EXHIBIT D: CHANGE ORDER AUTHORIZATION FORM	16
	EXHIBIT E: SUPPORT ESCALATION PROCESS.....	17
	EXHIBIT F: BUSINESS REQUIREMENTS DOCUMENT	18
	EXHIBIT G: FUNCTIONAL DESIGN DOCUMENT	19

1. Project Contacts

Contractor Office Details	
Contractor Region	
Address Line1	
Address Line 2	
City, State, ZIP City, State. ZIP	
Phone Number	
Fax Number	
Contractor Sales Rep. Name	
Contractor Consultant Name	
Contractor Analyst Name	
Customer Number	
Contract Number	

Customer Details	
Customer Name	
Customer Contact Person	
Customer Address Line-1	
Customer Address Line-2	
City, State, ZIP	
Telephone #:	Ext:
Fax Number:	
Email Address:	
Customer Number:	
Contract Number:	

2. Introduction

Customer's acceptance of this SOS shall be authorization for Contractor's performance of the Project Services set forth in this SOS.

The purposes of the SOS are to (i) specify the work to be completed by the Contractor during phases of the Project; (ii) detail the obligations of the Contractor and the Customer; and (iii) set forth the Project schedule and fees.

Contractor has prepared this SOS to detail the scope of Project Services and costs for the Project Services. The costs stated were derived by drawing from Contractor's experience with similar engagements and using preliminary information received from Customer.

The information in this SOS supersedes all previous estimates or verbal discussions on the project. This document is intended for Customer and Contractor only and cannot be distributed to persons or third parties not directly involved with this project without express written consent of both Customer and Contractor.

3. Project Objective

Based on the agreed upon business requirements, Contractor will provide design, implementation, training, and support services to the following locations:

--	--

4. Project Scope

Contractor has identified the need to deploy Software and provide Professional Services for the implementation. Contractor will provide the following services to Customer:

4.1. In-Scope Functionality

- Consult with Customer personnel to implement Software
- Educate the Customer IT personnel on the features of Software
- Deploy and integrate Software
- Assist Customer IT personnel in the configuration of Software
- Training
 - Administrative Training
 - End user to user to use the Software

See the attached **Exhibit A, Project Plan** for more specific project tasks.

Note: Attach a sample Project Plan as Exhibit A at the bottom of this SOS. Remove this note before submitting this SOS to Customer.

4.2. Out of Scope Functionality:

- Any activity not defined in the In-Scope functionality section of this document

5. Project Deliverable(s)

Deliverable(s):

Based on the agreed upon business requirements, Contractor will provide the following:

1. Solution Design (Functional Design Document)
2. Software Deployment and Configuration
3. Documentation:
 - Project Plan
 - This Statement of Service (SOS)
 - Acceptance Documents (project signoff)
 - Software documentation is provided with the Contractor provided Software
 - User Manual
 - Installation & Administration Manual
 - Configuration Documentation
 - User Acceptance Testing Recommendations
 - Administrative Training Materials

Refer to your Microsoft Teams Site for the Solutions System Requirements Options.

NOTE: It is the responsibility of the Customer to meet the minimum installation pre-requisites provided to them prior to the installation of the software.

6. Services

Contractor will provide the following services:

REPLACE THIS LINE WITH CONTENT for the specific solution being implemented. Remove the instructions text prior to submission of this SOS to Customer.

Refer to your Microsoft Teams Site for the Solutions Services Options.

***Note: Please reference the Project Plan for a complete list of Services provided.**

7. Professional Services and License Fees

Cloud Subscription Fees Language: Adjust as needed for your opportunity.

This is a fixed fee engagement. Any changes to this SOS will require a Change Order executed and agreed upon by both parties. Contractor cannot perform work outside of the scope of this SOS without an authorized Change Order signed by Customer.

Services Fees

Initial Investment \$<Enter Initial Customer's Payment Here>

License Fees \$<Enter Licensing Fee Here> (renewable annually)
(includes M&S)

This document is valid for a period of 30 days from the cover date; after this date it may be revised upon consent by CONTRACTOR.

Expenses associated with travel, overnight stays, etc., for the duration of this project are included in the estimate of this project.

See **Exhibit B – Price List** for itemized pricing quote

Note: Attach a sample Price List as Exhibit B at the bottom of this SOS. Remove this highlighted note prior to submission of this SOS to Customer.

8. Acceptance Milestones

Contractor has created the following testing and acceptance milestones to enable successful completion of the project to the satisfaction of both Contractor and Customer. These milestones are used to demonstrate the successful execution of the required services for Customer and this project.

During this project, Contractor may request that you initial and date each milestone to signify acceptance. If additional milestones other than listed below are required, Contractor reserves the right to document and incorporate a Change Order to this SOS.

Project Milestones

Please refer to **Exhibit A, Project Plan** for project detail.

Notes:

The milestones table below is intended as a sample. Update as needed.

Append a sample project plan as **Exhibit A** to this SOS. Remove these notes prior to submission of SOS to Customer.

Milestone	MilestoneDate
Phase One - (Implement DRMS for HR)	
1. Initiation and planning complete	6/14/2019
2. Software configuration complete	7/12/2019
3. Workflow design complete	7/23/2019
4. System testing complete	7/26/2019
5. User acceptance testing (UAT) complete	8/2/2019
6. Training complete	8/9/2019
7. User Acceptance Signoff	8/15/2019
Project Complete	8/15/2019

9. Completion Criteria

When the services detailed in this SOS and associated Project Plan have been completed and demonstrated, the project will be considered complete and Contractor will request Customer signoff of the attached **Exhibit C, Solutions Delivery and Acceptance** within 15 days of Project Plan completion.

10. Change Management

While this SOS is intended to provide, as much as possible, a clear understanding of the responsibilities of the parties concerning these Project Services, it is not intended to encompass every conceivable obligation and responsibility that may arise.

Circumstances encountered during the performance of these services that warrant additional time or expense could result in the inability to deliver the services detailed within this SOS. Changes to the scope, assumptions, personnel, environment, dependencies, timeline, Software or Deliverables will be communicated in writing and agreed to by both Contractor and Customer via Contractor's Project Management personnel. A Change Order Authorization ("COA") form may be added to this agreement to amend and set forth the effective date, purpose, description and price, if applicable.

The work required to address these changes will be scoped and presented to Customer as a COA with any additional time, materials or cost. The following list provides a detailed process to follow if changes to the scope of this SOS are required.

- A COA will be the vehicle for communicating change and will be prepared by the Contractor lead Solutions Analyst assigned to this project. The COA must describe the change, the reason for the change, and the effect the change will have on the project.
- Both Project Managers will review the proposed change and approve. The review will determine the effect the COA will have on price, schedule, and other terms and conditions of this SOS.
- A written COA must be signed by both parties to authorize the implementation of any changes. See the attached **Exhibit D, SOS Change Order Authorization**.

11. Support

Contractor will provide implementation support for this project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufactures specifications.

Upon completion of the project, Customer will have access to the implemented solution's support Engineers for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the contract.

Please Refer to **Exhibit E, Proposed Support Escalation Process** for support details

Note: Append Support Escalation Process instructions as Exhibit E. Remove these notes prior to submission of SOS to Customer.

12. SOS - Assumptions

The following are the general assumptions on which this SOS and Professional Services Fee are based. If any of these assumptions either change or are incorrect a COA may be required, which may result in additional Professional Services fees.

- Building environmental conditions that are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- Access to equipment and facilities will be unimpeded. If access delays occur, work may be considered out of scope and may be required to be done outside of business hours at an overtime premium. Normal hours are Monday through Friday 8 a.m. to 5 p.m. local time, excluding holidays.
- Cabling and WAN Data Communication Lines are properly installed and tested. Contractor is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOS on a time and materials basis.
- Contractor is not responsible for any conflicts with existing hardware or software that is no longer supported by the manufacturer.
- Contractor is only responsible for integration tasks outlined in this proposed SOS. Any work outside of this SOS will be handled through a COA Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
- Contractor will have access to Customer facilities and technical resources for the completion of this project and may conduct a substantial portion of the project work offsite at its own facilities.
- Deliverables and related activities have been explicitly defined herein, and anything not specifically included, but desired to be completed is to be addressed through the change management process.
- All systems will be installed in US English (other localized language configurations can be provided at an incremental cost and with a potential impact to delivery times).

13. Customer Responsibilities

The “Scope of Service – Details” is the Software specific activities that are defined as the responsibility of Customer. If any of these responsibilities either change or are incorrect a COA may be required, which may result in additional Professional Services fees. Please review this section to make sure these responsibilities are correct.

- Ensure that all applications and data are successfully backed up prior to Contractor beginning work. Contractor is not responsible for any lost information.
- Provide original manufacturer documentation for all existing hardware and software.
- Provide technical and application support for configuration and testing of Customer specific information. Contractor does not warrant Customer applications.
- Provide systems personnel for the project familiar with all aspects of Customer’s enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this project – to work in conjunction with the Contractor team on this implementation. Additionally, a desktop technician may be required to perform Customer -side duties.
- Communicate the project to appropriate users.
- Make available all the appropriate resources, systems, network access, reports and any/all other data elements required for Contractor to complete the deliverables and other research necessary to complete this project as contained herein.

- Provide a dedicated project manager to provide management, reporting, day to day project tracking, move/add/change requirements, and cross coordination of requirements.
- Network configuration information to assist in solution design
- Deploy Software with the assistance of Customer IT Personnel to Customer desktops (if required)
- Network connectivity between all solution components
- Identify a Project Sponsor with sign-off authority and ability to facilitate Customer stakeholder participation
- Provide the resources to complete Customer responsibilities defined in the Deliverables section of this SOS.
- Provide access to key personnel and information needed to complete the project.
- Provide access to technology resources with an understanding of the hardware and software environments contemplated in this project.
- Provide the appropriate physical and network access to onsite resources, including IT areas and all necessary fees, licenses, and release forms, related to photos, logos, and imagery that are to be provided to Contractor.
- Provide a workspace for Contractor staff to use onsite.
- Report on any Customer technical or resource issues that would delay, hinder or adversely affect the deployment of the solution or its performance in the Customer environment.
- Allow for the distribution of Software upgrades to Customer PC's as needed.
- Accept title and/or license upon delivery/installation for product and/or software purchased if applicable.
- Sign appropriate Contractor finance document for leased or financed transactions

14. Contractor Responsibilities

The following are the Software specific activities that are the responsibility of Contractor.

- Software license key
- Technical specifications for implementation
- Installation of the Software components
- Solution training
- Email and phone support for the duration of the contract
- Technical Services included in the scope herein
- Configuration of the Software components
- Solution training
-
- Software updates and patches are included in the Annual Maintenance and Support Agreement
- Support for the download of software updates is included in the Annual Maintenance and Support Agreement

15. ADDITIONAL TERMS

1. Neither party shall be responsible for circumstances beyond its reasonable control that make its performance impossible or delays its performance under this SOS. To the extent that a party is delayed by such causes, the time to perform will be extended upon mutual agreement and

execution of a SOS Change Order Authorization provided for herein, except with respect to the obligation to pay money to the other party, which period shall not be extended.

2. Payment terms are Net 45 days. All amounts more than 45 days past due shall be subject to a one percent (1%) monthly late fee or the highest amount allowed by law.

Exhibit A: Proposed Project Plan

Note: Below is a sample Project Plan. Replace this plan with actual project referenced in this SOS. Remove these notes prior to submission of SOS to Customer.

Task Name	Duration	Projected Start Date	Projected End Date
Customer Solution Implementation Project Plan	57d	06/03/19	08/20/19
Initiation and Planning	8d	06/03/19	06/12/19
Resource Allocation	4d	06/06/19	06/11/19
Milestone - Initiation and Planning Complete	1d	06/12/19	06/12/19
Execution	49d	06/13/19	08/20/19
Software Configuration	31d	06/13/19	07/25/19
Milestone - Workflow Design Complete	1d	07/22/19	07/22/19
Install Workstation Clients	4d	07/22/19	07/25/19
Install Solution client software	4d	07/22/19	07/25/19
Milestone - Software Configuration Complete	1d	07/26/19	07/26/19
System Testing	5d	07/26/19	08/01/19
Milestone - System Testing Complete	1d	07/17/19	07/17/19
Maintenance and Support		08/21/19	
Measures and Control		08/21/19	

Exhibit B: Pricing Schedule

Note: Insert actual pricing schedule referenced in this SOS. Remove these notes prior to submission of SOS to Customer.



Exhibit C: Solutions Delivery and Acceptance Form

Solutions Delivery and Acceptance Form

Customer Name:		
Project Name/Description	Project Location Address	
Name And Title Of Authorized Person	City, State, ZIP	
E-Mail Address	Phone	FAX
Service Agreement Information		
Service Agreement Type:	Statement of Services If other, specify:	
Service Agreement Date		
Deliverable / Milestone / Project Information		
<p>Acknowledgement. By signing below, Customer acknowledges and confirms that the deliverable, milestone and/or project referenced above has been completed, and all testing and acceptance criteria have been satisfied in all respects as of the date of this Form. Accordingly, Contractor is authorized to invoice Customer for all unpaid or outstanding fees and charges relating thereto, which shall be due and payable in accordance with the terms of the Service Agreement.</p>		
_____	_____	_____
Date	Authorized Customer Representative Signature	Title



Exhibit D: Change Order Authorization Form

Statement of Services Change Order Authorization

PS Project Name: [Insert Project Name]

MSSA Number (if Applicable): [Insert MSSA Number]

Change Order Number: [Insert Change Number]

This Statement of Services Change Order Authorization ("COA") is made and entered into by and between **Toshiba America Business Solutions, Inc. ("TOSHIBA")**, located at 25530 Commercentre Drive, Lake Forest, CA 92630, and [CUSTOMER], located at _____ ("CUSTOMER ADDRESS"), collectively "parties". This COA is hereby incorporated by reference into the Statement of Services ("SOS") between the Parties as of the Effective Date below. This COA shall continue in effect until the termination or expiration of the SOS, unless sooner terminated in accordance with the terms of the SOS or as indicated herein. Parties agree that this COA hereby amends and/or modifies the referenced SOS as follows:

Effective Date:	
Purpose of Change:	
Change Description (if attachments are necessary, please number sequentially as Appendices)	
Pricing:	
Facsimile and electronic signatures shall have the same effect as written signatures	
The Parties have caused this COA to be executed and each individual whose signature appears below hereby warrants that they are duly authorized to execute this COA on behalf of the Party they represent:	
CONTRACTOR	CUSTOMER
Printed Name:	Printed Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

Exhibit E: Support Escalation Process

Note: Add Support Escalation Process description in this section.

Below is a sample Support Escalation Process. Replace this process with the applicable escalation process. Remove these notes prior to submission of SOS to Customer.

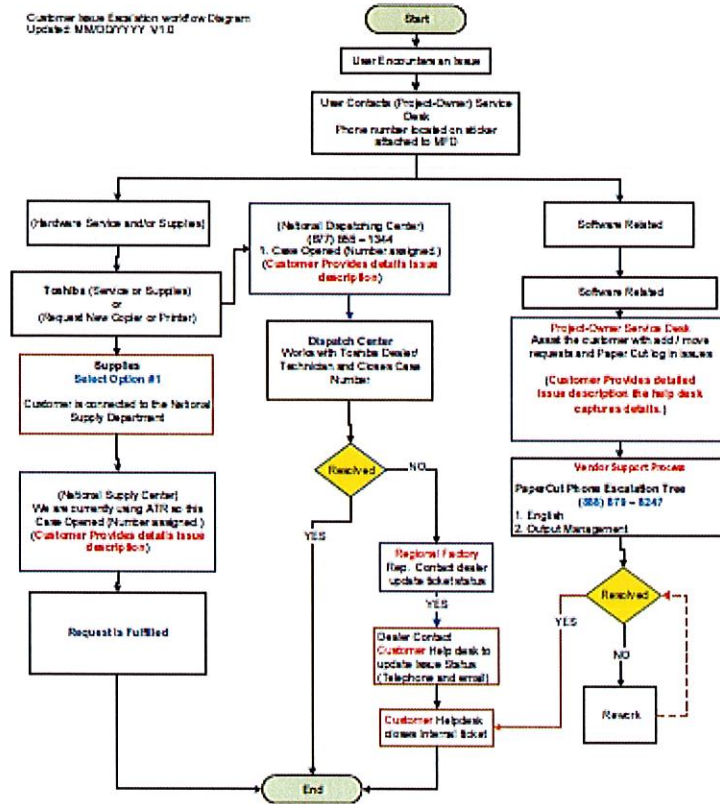


Exhibit F: Business Requirements Document

The Business Requirements Document ("BRD") outlines the details the business solution for a project including the documentation of Customer needs and expectations. The BRD is intended to highlight the project Scope, Requirements, Assumptions, Constraints, and Risks.

BRD WILL BE PROVIDED BY CONTRACTOR

Exhibit G: Functional Design Document

The Functional Design Document provides an overview of the business issue to be addressed, a mock-up of the User Interface (UI) design, and a plain English synopsis of the logic anticipated. This document provides the customer with the opportunity to approve the high-level design before the effort is made to develop a detailed or technical design.

FDD WILL BE PROVIDED BY CONTRACTOR

**Attachment E to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH Toshiba America Business Solutions, Inc.
RESULTING FROM STATEWIDE CONTRACT NO. 1013**

The MPSA is hereby amended as set forth below and supersedes all prior documents submitted by Toshiba America Business Solutions, Inc. or discussed by the parties. This MPSA is a Contract Document stemming from Oklahoma State Contract 1013 ("SW1013").

**MASTER PRINT SERVICES AGREEMENT
("MPSA or Agreement")**

This Managed Print Services Agreement, dated as of the earlier of _____ or the last party to sign below is entered into by and between Toshiba America Business Solutions, Inc. (hereinafter called "Toshiba"), a California corporation, with a place of business at 25530 Commercentre Drive, Lake Forest, CA 92630, a California and The State of Oklahoma (hereinafter called "Customer"). Toshiba and Customer hereinafter collectively shall be referred to as the "**Parties**" and singularly as a "**Party**".

The following terms shall have the meanings ascribed to them in the Agreement and Attachments:

"*Attachment*" means any Attachments (including any schedules or exhibits, alone or attached thereto and other Attachments) appended to this Agreement. Each Attachment identified below is incorporated into this Agreement as if fully set forth herein. As of the Effective Date, the Attachments are as follows:

- Attachment 1 - Service Level Agreement for New Toshiba Products
Schedule A -- Total Quality Commitment Program
- Attachment 2 - Managed Print Services Statement of Work
- Attachment 3- Pricing Terms and Billing Program
- Attachment 4 - MPSA Order Form and Schedules
- Attachment 5 - Master Software and Services Agreement

"*Consultative Services*" means a process whereby Toshiba shall evaluate the current inventory of copiers, printers, MFDs and facsimile models in use at a given Customer location, recommend the optimal and most cost-effective inventory of copiers, printers, MFDs and facsimile models for that location and all similarly situated locations, and implement a recommended *Document Output Management Plan*.

"*Cost-Per-Impression*" means a Services price that includes Supplies and is structured as an impression charge for single-sided page of output no greater than 8.5" x 14" (legal-size) produced on the MFD and which causes the MFD Product to increment by one. By way of example, a single 11 x 17" page, or a duplexed (double-sided) page of 8.5" x 11" or 8.5" x 14" would each be equivalent to two (2) impressions.

"*Document Output Management Plan*" a plan that is adopted and derived from the Consultative Services whereby Toshiba evaluated and recommended the optimal and most cost-effective inventory of copiers, printers, MFDs and facsimile models at Customer locations, which may implement, in tandem with one another, at different intervals, in part or in whole, retirement of certain Existing Equipment, installation of new Product, and retention of Existing Equipment in order to maximize cost efficiencies

"*Effective Date*" means the date this Agreement is effective.

"*Existing Equipment*" means equipment that is meterable and which is in Customer's current inventory of printers existing at Customer locations as of the Effective Date and as identified in the MPSA Order and MPSA Schedule and authorized for the Managed Print Services Statement of Work.

"*MPSA Order*" means an order placed by Customer to Toshiba for the purchase or lease of Product, Services and/or Supplies pursuant to this Agreement and in accordance with the procedures set forth in Attachment 4 hereunder.

"*Managed Print Services Statement of Work*" means a detailed description of the deliverables, tasks and services required to manage Customer's Meterable Printers and new Toshiba provided printers as set forth in the MPSA Order form.

"Meterable Printers" are defined as laser printers whose total count meters (including individual color and monochrome meters) can be obtained electronically by use of electronic means approved by Toshiba and Customer.

"Product Price" shall mean Toshiba's sale price to Customer for Toshiba brand product as set forth in Attachment 3 Billing Program.

"Product" shall mean any Toshiba-branded multi-function product ("MFD") or other non-Toshiba new copier, facsimile machine, printer, including firmware and software, including all updates, upgrades, new versions and new releases thereof, required to meet all published functional specifications for Toshiba equipment and accessories offered by Toshiba.

"Services" means the following activities associated with Product: labor, travel, and maintenance necessary to repair Product, on-going remedial maintenance services, installation services, update and upgrade services for firmware and software.

"Servicing Provider" means Toshiba's authorized distributor, having a geographic territory for which it can provide on-going maintenance Services to repair Product, provision Supplies, provide remedial maintenance services, provide installation services, and provide updates and upgrades for firmware and software.

"Supplies" means all supplies, with the exception of paper and staples that are required to produce printed output from Product utilized by Customer in the Agreement.

"Warranty" means the Toshiba manufacturer direct limited warranty for Toshiba Product.

1. SCOPE OF SERVICES: EQUIPMENT AND CUSTOMER LOCATIONS

Upon receipt of Customer's executed MPSA Order in accordance with the procedures set forth in Attachment 4 hereunder, Toshiba shall provide

- New Product Supplies and Services for Customer's locations.
- Services for new Product pursuant to the terms, conditions and service levels set forth in Attachment 1.
- Managed print services for Customer's Existing Equipment pursuant to the Managed Print Services Statement of Work, Attachment 2 and for the Existing Product set forth on the MPSA Order.

Toshiba and Customer may agree to change the scope of services from time to time, subject to an agreed upon written amendment by both Parties.

- 1.1 Leased Product. Additional new equipment lease placements may be made any time throughout the term, but the lease term for such additional equipment shall not be coterminous with existing leased equipment, unless otherwise quoted as coterminous. Each type of lease agreement shall set forth the financial terms and conditions and the lease schedules shall set forth such information as the term, model number and payment. Customer hereby consents and acknowledges that Toshiba may assign to a third party finance partner, without notice, all of Toshiba's rights, title and interest in and to (a) the equipment covered by the lease agreement, including the obligation to provide the right to use the Equipment, (b) all rights and remedies therein, including the right to collect rent due thereon, to repossess the property in the event of default by Customer under the lease agreement and the right to initiate and maintain such legal proceedings, and (c) Toshiba's rights as Owner under the lease agreement, including the right to receive equipment payments thereunder. None of Toshiba's obligations under the lease agreement, however, are assumed by the assignee. Customer agrees that the rights of Toshiba's assignee will not be subject to any claims, defenses, or setoffs that Customer may have against Toshiba.
- 1.2 Customer agrees (i) not to assign, transfer or sublease Product leased pursuant to an MPSA Order without Toshiba's prior written consent, which consent shall not be unreasonably withheld or (ii) not to assert, as against Toshiba's assignee, any defense, setoff, recoupment, claim or counterclaim that Customer may have against Toshiba.

2. TERM AND TERMINATION OF SERVICES:

2.1 Term. This Agreement is effective as of the date indicated in the opening paragraph of this Agreement (the "Effective Date") and shall continue for a term of _____ () months ("Initial Term") and shall renew on a month to month basis until cancelled by one of the Parties ("Renewal Term"). During the Renewal period only, either Party may cancel upon sixty (60) day notice.

2.2 Termination. INTENTIONALLY OMITTED

2.2.1. Default. Either party will be in default with thirty (30) days written notice if (a) either party is in material breach of a representation or warranty herein material provision of the Agreement and has failed to cure such breach within thirty (30)

calendar days after receiving written notice from the non-defaulting party; (b) either party becomes insolvent, is liquidated or dissolved, or a petition is filed by or against it under any bankruptcy or insolvency law; (c) the Customer does not pay within thirty (30) business days after receipt of written notice from Toshiba that Toshiba has not received such payment by the invoice due date; (d) any representation made by it in the Agreement is false or misleading in any material respect; or (e) either party defaults on any other future agreement with the non-defaulting party or its assigns.

In the event of a default, the non-defaulting party may terminate this Agreement which shall have the effect of the Customer ceasing to place orders for Product against this Agreement and leased Product already delivered shall remain in place and Toshiba shall continue to provide Services in accordance with this Agreement.

3. AGREEMENT STRUCTURE:

This Agreement is made up of the following: This Agreement, Attachment 1 "Service Level Agreement for New Toshiba Product", Attachment 2 "Managed Print Services Statement of Work", Attachment 3 "Pricing and Billing Program", Attachment 4 and "MPSA Order Form and Schedules". The Attachments are incorporated herein by reference. Capitalized terms not defined here are defined in the Attachments and have the same meaning. In the event of conflict between the provision of the terms of this Agreement and the Attachments, the provisions of the Attachments will take precedence and control except where the parties expressly so state. The terms of a mutually agreed upon Amendment or Change Authorization will prevail over those of this Agreement or any previous Amendment or Change Authorization.

4. INVOICING:

Customer's obligations related to Existing Equipment and new Product placed into service pursuant to this Agreement come into effect upon the one of the following events, whichever occurs first: (i) Customer executes the Customer Acknowledgement Form or (ii) upon Customer's actual usage of the Product. In the case of Existing Equipment, customer's payment obligations commence upon the Effective Date of this Agreement.

5. CREDIT APPLICATION

Customer agrees, that Toshiba is under no obligation to provide Product or Services in the event Customer is not creditworthy, as determined in Toshiba's sole discretion. Toshiba may conduct a credit investigation of Customer during the term of this Agreement and Customer will authorize contact with certain creditors and other persons or entities having credit information relating to Customer to release such information to Toshiba.

6. LIABILITY LIMITATION:

EITHER PARTY'S ENTIRE LIABILITY TO THE OTHER, EXCLUDING A PARTY'S INDEMNITY OBLIGATIONS RELATED TO THIRD PARTY CLAIMS, TOSHIBA'S SERVICES OR OTHER OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED \$100,000 IN THE AGGREGATE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY OR LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL FEES INCURRED UNDER THIS AGREEMENT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TOSHIBA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES HEREIN, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE AND TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, NO PROVISION SHALL LIMIT DAMAGES, EXPENSES, COSTS, ACTIONS, CLAIMS, AND LIABILITIES ARISING FROM OR RELATED TO PROPERTY DAMAGE, BODILY INJURY OR DEATH CAUSED BY SUPPLIER OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; INDEMNITY, SECURITY OR CONFIDENTIALITY OBLIGATIONS UNDER THE CONTRACT; THE BAD FAITH, NEGLIGENCE, INTENTIONAL MISCONDUCT OR OTHER ACTS FOR WHICH APPLICABLE LAW DOES NOT ALLOW EXEMPTION FROM LIABILITY OF SUPPLIER OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

7. TAXES: INTENTIONALLY OMITTED.

8. NOTICES:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, postage and delivery charges pre-paid, and shall be sent in any of the acceptable methods: a) facsimile or email, with transmission confirmed b) hand delivery, c) overnight mail service or d) first-class mail or certified mail, return receipt requested, to the other Party at the address (es) herein. Any Party may change the address to which notices are to be sent by notice given in accordance with the provisions of this section. Notices hereunder shall be deemed to have been given and shall be effective upon actual receipt by the other Party, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other Party.

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

Chief Information Security Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

OMES Information Services General Counsel
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy to:

Toshiba America Business Solutions, Inc.
Attn: Legal Department
25530 Commercentre Drive
Lake Forest, CA 92630

9. JURISDICTION: INTENTIONALLY OMITTED

10. INDEMNITY: INTENTIONALLY OMITTED

11. ASSIGNMENT: INTENTIONALLY OMITTED

12. REMOTE ELECTRONIC DISCOVERY TOOL:

Customer agrees to allow Toshiba to install one or more instances of printer monitoring software on network-connected computers for the purpose of collecting and transmitting Product usage data. Customer agrees that the usage information gathered via the monitoring software are the sole and exclusive source of customer printer page usage information for the purposes of computing customer billing under this Agreement. In the event that the total counter for a given printer is reset during a service operation or for any other reason, Toshiba will bill using its best efforts to determine usage based on previous meter information.

Customer will have no ownership interest in the software and may not sell, transfer, assign, pledge, or in any way encumber or convey software, or modify, adapt, copy disassemble or decompile them. Toshiba will remove the software upon termination of the Agreement.

Toshiba agrees to indemnify, defend and hold customer harmless for claims, losses, liabilities or actions related to customer's use of the software product; provided, however, this indemnity extends to claims that software directly caused the loss, injury or claim. **NEITHER PARTY IS LIABLE FOR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER CAUSED BY USE OF THE SOFTWARE.**

13. AUTO TONER REPLINISHMENT:

Customer agrees to allow Toshiba or its servicing provider(s) to install one or more instances of printer monitoring software or Data

Collection Agent ("DCA") on Customer's network for the purpose of collecting and transmitting printer usage data and to automatically dispatch toner. Customer agrees that devices will receive ATR services only if the device is networked and on the installed printer monitoring software or DCA. Customer agrees devices not connected to the network and not on installed printer monitoring software or DCA are subject to a manual order process. Customer agrees that the usage information gathered via the monitoring software is the sole and exclusive source of Customer printer page usage information for the purposes of computing Customer billing and dispatching toner under this Agreement. In the event that the total counter for a given printer is reset during a service operation or for any other reason, Toshiba will bill using its best efforts to determine usage based on previous meter information.

14. CONFIDENTIALITY: INTENTIONALLY OMITTED

15. TITLE AND OWNERSHIP:

All right, title and interest in and to Customer owned and leased Existing Equipment will be and remain with Customer, and Toshiba will have no title or ownership interest in such Customer owned and leased Existing Equipment. Customer will provide Toshiba reasonable access to all Customer owned and leased Existing Equipment for which Toshiba is providing Services at Customer facilities. Customer shall take any actions necessary to obtain any consents, approvals or authorizations from Third Parties having ownership to or interest in Existing Equipment as required so that Toshiba can lawfully access, operate, and repair the Existing Equipment

16. INDEPENDENT CONTRACTOR: INTENTIONALLY OMITTED.

17. INFRINGEMENT: INTENTIONALLY OMITTED.

18. WARRANTIES:

Toshiba warrants that it will perform Toshiba Services using generally recognized commercial practices and standards.

THE ABOVE WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, TOSHIBA SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, TITLE, AND NONINFRINGEMENT AND PROVIDES THE SERVICES "AS IS".

19. FORCE MAJEURE:

Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and each individual whose signature appears below hereby warrants that he is duly authorized to execute this Agreement on behalf of the Party he/she represents.

CUSTOMER NAME:

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1
Service Level Agreement for New Toshiba Product

This Service Level Agreement (“SLA”) covers Services for the new Toshiba Product, at Customer locations. While the SLA is intended to provide, as much as possible, a clear understanding of the responsibilities of the Parties concerning these Services, this SLA is not intended to encompass every conceivable obligation and responsibility that may arise. Any capitalized terms utilized in this SLA shall be as defined in the Agreement unless otherwise noted herein.

1. DISCOVERY AND DESIGN

In conjunction with the initial assessment and design phase of the Managed Print Service SOW, Toshiba shall recommend, as part of a Document Output Management Plan, placement of new Product.

2. INSTALLATION AND TRAINING SERVICES.

2.1 Pre-Delivery. Toshiba shall coordinate with Customer any power, network and phone installations necessary to support new Product installations. Toshiba shall also coordinate with Customer to identify any security and safety requirements and obtain badges. Customer shall provide contact and location information of Customer key-users and delivery contacts.

2.2 Delivery. Toshiba shall deliver all new Product ordered within thirty (30) days of receipt of order. Toshiba shall notify Customer no later than three days (3) day before scheduled delivery date if the delivery time will be delayed. All Supplies included in the Agreement will be provided by Servicing Providers without additional freight charges to Customer.

2.3 Rigging.

2.4 Expedited Delivery. Customer may request expedited delivery, and Toshiba will make its best effort to provide rush orders within twenty-four (24) hours. Expedited delivery charges shall apply and rates depend on the method of delivery and will be quoted at the time of request

2.5 Installation. The responsibilities are:

2.5.1 Customer will:

- Communicate installation requirements as standard or networked, specifically indicating which functions to enable: print, scan and fax.
- Provide trash receptacle

2.5.2 Toshiba will:

- Uncrate, set-up and install the new Product
- Connect Product to the power supply
- Verify Product functionality by conducting a standard print test
- Clean the installation area by removing excess packaging materials and properly disposing in the trash receptacle
- Install consumables

2.6 Training. Upon initial Product installation, Toshiba will provide on-site basic and Key Operator customer training and software training for up to two (2) workstations. Basic user training consists of training users on the features and functions of the Product. Additionally, Customer may request and order a customized training services plan by completing an MPSA Order Form with Training Schedule.

2.6.1 Basic Copier Operations training includes:

- Feeder functionality
- Paper supplies
- How to make a copy from glass
- How to make a duplex copy
- How to reprogram drawers
- Zoom features and functions
- Finishing options
- Exposure settings

2.6.2 Key-Operator training includes:

- Adding paper

- Adding toner
- Adding staples
- Clearing misfeeds
- Placing service calls
- Ordering supplies

2.6.5 Customer shall:

- Designate and make available a suitable Key Operator to be trained and to monitor, use of the Product.
- Perform specific Key Operator responsibilities that include daily care and cleaning of the top glass, dusting Product, replenishing Supplies and clearing jams.
- Adhere to manufacturer's specifications and/or operating manuals in operating the Product. Product, Software and Connected Devices Training

3. SERVICES

3.1 General Description. Toshiba will provide maintenance Services for new Product that includes routine and preventative maintenance, labor, travel, and supplies, excluding paper and staples. Pricing for new Product Services shall be in accordance with Attachment 6 Billing Program. Services shall be performed by Customer authorized Toshiba Servicing Providers, including those owned by Toshiba in accordance with the terms and conditions established in this SLA. Service Providers will use only Toshiba-brand parts for repair and the replaced parts become the property of the Service Providers.

3.2 Service Term. The service term shall commence on the installation date for newly installed Product. The service term for all placements shall expire the end of the applicable lease term.

3.3 Service Hours. Toshiba will respond provide Services during normal business hours from 8:00 a.m. to 5:00 p.m., Monday - Friday, excluding Toshiba and its servicing providers recognized Holidays. When a holiday falls on a non-workday, the holiday is observed on the next business day. Toshiba shall notify Customer, thirty (30) days in advance of any other scheduled closings.

3.4 Emergency Services. If available, emergency services (those services provided outside a Servicing Providers' normal business hours) may be provided by the Servicing Providers, in accordance with the individual Servicing Providers' maintenance policy. Emergency services are excluded from response time calculations. Charges for emergency services after normal business hours shall be billed separately and directly by the Servicing Providers at the Servicing Providers' negotiated rates.

3.5 Loaner. If the Product is out-of-service for more than two (2) consecutive business days after notifying the Service Provider, or if it requires off-site service, a loaner Product will be provided by the Service Provider at no additional charge.

3.6 Service Response Time. Toshiba shall provide response times for new Toshiba Product within 4-8 hours, and shall average an on-site response to a service call within four (4) business hours. For other non-Toshiba new Product, Toshiba shall provide a next business day response time. Customer shall assure that Toshiba's Servicing Providers have reasonable access to Product. If Product cannot be repaired within two (2) business days, a loaner machine with a model of equal or better features and specifications will be provided.

3.7 Servicing Dealer Identification. Servicing Providers' representatives shall wear clean attire and have identification in the form of an ID and/or a shirt with the Servicing Providers' logo.

3.8 Preventative Maintenance. Servicing Providers will perform preventative maintenance on the Product in accordance with the Product's scheduled preventative maintenance schedules during the term of this Agreement and any renewal. Preventative maintenance schedules are set by the Toshiba Product manufacturer and reside in the Product's firmware, and automatically notify the end-user via a visual icon when preventative maintenance is due. Customer shall be responsible for notifying Toshiba' On-Line Dispatch Center when a preventative maintenance Service is required. Preventative maintenance costs are included in the Cost-Per-Impression pricing.

3.9 Placement of Services. Customer shall provide Toshiba personnel with: (i) a suitable and adequate work environment, including space for work for performance of the Services, as necessary, and (ii) any other items as may be mutually agreed by the parties. Toshiba shall, in all cases, be responsible for providing its personnel with pagers, laptops and cell phones, as required for performance of the Services.

3.10 Customer is responsible for providing access to the Products

4. EQUIPMENT PERFORMANCE WARRANTY.

4.1 Toshiba will replace Toshiba Product if it does not operate within Toshiba's product specifications. This representation is in accordance with the Toshiba Quality Commitment Program (Schedule A).

5. SERVICE EXCLUSIONS.

- Electrical work external to the Product is not covered by the Agreement. Telephone company charges to install or improve telephone lines are the responsibility of the Customer. Any charges by an outside source to improve electric or networking lines are the responsibility of the Customer. Network wiring to improve or connect the hardware or connect the hardware to a computer or network is not included in this agreement and is the responsibility of the Customer.
- This Agreement does not apply to any loss or damage to Product through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force, whether direct, indirect, inconsequential, or consequential. The costs of repairing Product caused by lightning strikes on utility or phone lines are excluded. Losses and damages occurring from any of the foregoing are specifically excluded from this Agreement.
- Without prior written authorization from Toshiba, Toshiba will not be required to make adjustments, repairs, replacements, alterations, additions and improvements to Product that are the result of : (a) a third party (other than authorized Toshiba' Service Providers) performing any maintenance, repair or replacement, (b) damages occurring from Product movement by a party other than the Toshiba's Service Providers (including without limitation, unavoidable accidents), (c) abuse or misuse of the Product, (d) alteration or tampering of the Product, or interconnection of the Product with non-Toshiba or non-compatible equipment, (e) placement of the Product in an area that does not conform to Product space, electrical and environmental requirements, (f) failure of or improper telephone or electrical power, (g) Customer's failure to adhere to manufacturer's specifications and/or operating manuals in operating the Product, or (h) Customer use of parts or supplies from any source other than the Toshiba Service Providers with Toshiba parts and supplies, excluding paper and staples.
- This Agreement does not cover service necessitated as a result of malfunction of Product when unauthorized parts, Attachments, or supplies are used with the Product. There may be additional charges for service of malfunctioning Product when unauthorized parts, Attachments, or supplies are used with Product. In such event, Toshiba reserves the right to terminate the Product in the event that it is determined that such changes, alterations, or Attachment make it impractical for Toshiba's servicing provider(s) to continue to service the Product.
- This Agreement does not cover service necessitated as a result of alterations or malfunctioning computer or network hardware. In addition, alterations or malfunctioning computer or network operating system, Customer software application, and/or network operating software are not covered by this Agreement. In such event, Toshiba also reserves the right to terminate the Agreement or affected Product in the event that it is determined that such changes, alterations or malfunctions make it impractical for Toshiba's servicing providers or authorized third-party Toshiba to continue to service the Product.
- Driver support for single or individual user software applications.
- Service requested to replace consumable items such as but not limited to printer supplies (paper, ink cartridges and toner), power strips, and batteries.

5.1 If the Toshiba Service Providers provide maintenance caused by any of the foregoing actions or other work not covered with the Product under the foregoing maintenance obligation, such maintenance shall be billed to Customer at the Toshiba Service Dealer's then current market rates for labor and parts, and not to exceed \$150 an hour, if Customer agrees to accept the services. If Customer does not agree to the rates, then Toshiba has the right to discontinue service for the affected Product. Customer agrees that Toshiba Service Providers will not be required to make adjustments, repairs, or replacements to the Product, if Toshiba Providers are not provided reasonable access to the Product.

6. ON-LINE DISPATCH CENTER.

6.1 Toshiba shall provide centralized Service and Supply provisioning through its On-Line Dispatch Center. Customer shall have 24/7 access to on-line dispatch information.

6.2 Placing Service Calls. In the event that a Product is inoperable, a function is not working properly or copies are not legible, then Customer shall place a call to the On-Line Dispatch Center to initiate tracking of downtime. The toll-free phone number for the On-Line Dispatch Center is:

On-Line Dispatch Center
(877) 855-1344 Toll-free
8:00 am – 5:00 pm (Eastern - Pacific Time Zone)

6.3 Dispatch Reports. Customer will have 24/7 access to the On-line Dispatch service information. Customer will also have the ability to generate reports. The following information is available:

- Response time
- Up-time
- Machines-In -Field
- Machine History

6.4 GSP. Toshiba shall also provide Customer access to Toshiba's Global Services Portal ("GSP") which is an Internet website,

and shall be customized with Customer specific information accessible through secure user ID and password. GSP shall host information such as:

- Pricing
- Product Illustrations
- Product Descriptions
- Technical information
- Training information

7. SERVICE METRIC

7.1 Uptime. Toshiba's fleet shall average a 95% uptime performance for Customer's Toshiba fleet over a ninety (90) day period. A down machine is a machine that cannot make a legible copy, to the earlier of machine repair or a loaner is provided, excluding preventative maintenance and Customer negligence. Toshiba shall use the following downtime calculations:

8 hours per day x 5 days a week x 4 weeks = 160 hours of operable time

Machine is down for two- (2) hours

7.2 Reports. Toshiba shall provide the following Reports on a quarterly basis due on the first Monday of the first week of the next month following expiration of the quarter:

- Summary Billing Report that details each cost center (cost center identified by location or asset); detailing Product ordered
- Separate Summary Billing Report for Services

8. CHANGES

8.1 Change requests such as adding an accessory, software update or addition of software are facilitated through the ordering process and will be accommodated through a signed Purchase Order or other designated ordering document. Toshiba will charge a delivery and installation charge for addition of accessories or software subsequent to installation.

8.2 Changes associated with the Product that are regarding the contact names and addresses, network address should be communicated to Toshiba.

**Schedule A
to Attachment 1 (TQC)**

Toshiba America Business Solutions, Inc.'s ("Toshiba") Total Quality Commitment Program includes:

1.1 Free Replacement

If Customer's Toshiba MFD or its accessories, do not operate within Toshiba's MFD specifications during the term of this program, and if the MFD cannot be repaired to perform within MFD specifications, Toshiba will replace the MFD or accessory at no charge with a model of equal or better features and specifications.

1.2 Free Loaner

If Customer's Toshiba MFD is out-of-service more than two (2) consecutive business days after notifying your Authorized Dealer or requires off-site service, a loaner MFD will be provided by the Authorized Toshiba Servicing Provider at no additional charge.

All loaned MFDs are the property of Toshiba or the Authorized Servicing Provider and must be returned to Toshiba or the Authorized Servicing Provider at the time the repaired or replaced MFD is tendered.

1.3 Term of Program

The term of this program is: a) for purchased MFD, three years from MFD installation date or maximum number of copies as stated in the MFD specifications, whichever occurs first; or, b) for leased or rented MFD, the length of the original lease or rental term starting from the MFD installation date or the maximum number of copies as stated in the MFD specifications, whichever occurs first.

1.4 Terms & Conditions

This program applies only to new MFD and/or accessories acquired by customers from Toshiba or an Authorized Toshiba Servicing Provider under the following conditions: a) was continuously maintained under a full-service maintenance agreement provided by an Authorized Toshiba Servicing Provider, and b) only genuine Toshiba parts and consumable supplies are used in the maintenance and operation of the MFD.

If an Authorized Toshiba Servicing Provider is not available to fulfill the terms of this program, Toshiba will resolve any program issues within a reasonable period of time. No modification or extension of this program is effective unless it is in writing and signed by the Vice President, General Manager of Toshiba-Electronic Imaging Division.

1.5 How to Exercise this Guarantee

Notify your Authorized Toshiba Servicing Provider of the problem. Your Authorized Servicing Provider will facilitate the claim.

Attachment 2
Services Statement of Work

Toshiba will provide to Customer throughout the United States, the Services outlined in this Statement of Work during the Initial Term and Renewal Terms. This SOW sets forth the scope of managed print services, requirements and obligations of the parties and is subject to the terms and conditions of the Managed Print Services Agreement ("Agreement") by and between Customer and Toshiba America Business Solutions, Inc. ("Toshiba"), and is incorporated therein by reference. In the event of an inconsistency or conflict with this Attachment 2 and the MSA, this Attachment 2 shall take precedence.

1. Assessment Phase

1.1. Initial Assessment and Design

1.1.1. Toshiba's responsibilities are to:

- 1.1.1.1. Work with Customer to determine the scope and discovery to include sites and device types
- 1.1.1.2. Develop a schedule for discovery and design
- 1.1.1.3. Work with Customer to ascertain any security and safety requirements
- 1.1.1.4. Work with Customer to obtain necessary badging requirements
- 1.1.1.5. Use Toshiba meter collection software, a network discovery tool, when necessary to facilitate and augment the discovery process
- 1.1.1.6. Identify and confirm equipment

1.1.2. Customer's responsibilities are to:

- 1.1.2.1. Provide a local onsite customer liaison to work with Toshiba at each site to assist with prioritization, coordination and communication of discovery
- 1.1.2.2. Provide the computer hardware necessary to operate the software
- 1.1.2.3. Provide the IP address, queue names, and any other network address required to perform Services
- 1.1.2.4. SNMP enable the networked equipment
- 1.1.2.5. Provide a specific list and location (name, address, building, floor, city, state, zip code, serial number, model number) for all meterable equipment
- 1.1.2.6. Provide any necessary access to floorplans and business areas
- 1.1.2.7. Provide and be responsible for all such telephone and modem lines, telephones, computers and peripheral devices, computer connections, and network access, as may be necessary for Toshiba to provide Services and to interconnect with Toshiba's network discovery and meter submission tool;
- 1.1.2.8. Provide Toshiba with current-state print device information to include: print queue names, device configuration, custom form, and IP addresses or host names for devices accepting print jobs from host or mainframe applications. Customer shall have the flexibility to direct output.

1.1.3. Following discovery and design, Toshiba and Customer will mutually agree by location upon

- 1.1.3.1. The number and models of devices within the scope of Services
- 1.1.3.2. Fleet configuration, optimal mix, and future-state design including the placement of new Product and retention of Existing Equipment

2. Advance Inspection: Toshiba reserves the right to inspect all equipment to be covered under this Agreement.

2.1. Device Condition: Parties recognize that Toshiba is not aware of the condition of in-scope Equipment identified in the Customer Asset List. Customer represents that upon transition of services for Equipment to Toshiba, the Equipment has been continually maintained and is in good working order, normal wear and tear excluded. In the event any unit of Equipment is not in good working order, and upon inspection, Toshiba discovers that the Equipment will require significant replacement of parts and/or major components to make Equipment operable, Equipment must be returned to working order to be eligible for service under the program. Toshiba can provide restoration service for \$185 per incident plus parts. Equipment restoration charge is not included in the cost-per-page (CPP) fee.

2.2. Supply Levels: Device supplies, toner, maintenance kits, photo drums, and related parts, must be at minimum 25% level to be enrolled in the Program. For any devices falling under that level, Customer will be responsible for replacing and/or purchasing the initial consumables required to restore device to an acceptable level. Customer has the option to purchase the consumable directly from Toshiba.

3. Implementation Phase

3.1. Toshiba and Customer shall:

3.1.1. Toshiba's responsibilities consist of:

- 3.1.1.1. Maintain an Asset List of all Meterable equipment
- 3.1.1.2. Coordinate with Customer any network and phone installations needed to support new devices
- 3.1.1.3. Create and distribute Toshiba asset tags for all equipment having the following necessary information to facilitate a Help Desk calls for networked equipment and supply provisioning for equipment:
 - Toshiba's Supplies Ordering Web Portal URL
 - Serial Number or Asset Tag

- Toll Free Phone Number or Web URL for Service Dispatch
- 2.2 Customer's responsibilities consist of:
- Affix asset tags to all equipment and remove any previous service provider asset tags
 - Provide and be responsible for all such telephone and modem lines, telephones, computers and peripheral devices, computer connections, and network access, as may be necessary for Toshiba to provide Services and to interconnect with Toshiba's network discovery and meter submission tool

3. Training

3.1. Customer may engage Toshiba to provide a customized training program by working with Toshiba to develop a training plan and order such plan via an MPSA Order Form and training plan schedule.

4. Fleet Management.

Within ninety (90) calendar days following the Effective Date, Toshiba shall develop and thereafter maintain a comprehensive inventory of all Equipment that is discovered through Toshiba's electronic discovery tool, including but not limited to:

- (a) equipment and network connections and infrastructure used by Toshiba to provide the services;
- (b) equipment, software and network connections and infrastructure used by Customer in connection with the Services.

Toshiba shall provide an electronic copy of such inventory to Customer upon request.

5. Services & Help Desk

5.1. In general, Toshiba is responsible for providing Services for Customer's networked Equipment identified through Toshiba's remote electronic discovery tool.

5.2. Toshiba's responsibilities include:

- To troubleshoot for the repair of the equipment and to attempt a phone resolution if one is available
- To provide on-site break fix services for technical hardware issues that cannot be resolved remotely
- Toshiba will provide all the support and materials necessary to maintain covered Existing Equipment in operating condition
- To bear financial responsibility for all time, material, and travel associated with break / fix activities
- To provide next business day break-fix service (for printers – refer to Attachment 1 Section 3.6 for MFD response time)
- To restore malfunctioning equipment to good working order during the Service Hours of 8:00 am to 5:00 pm, Monday through Friday - Holidays Excluded
- To provide toner required for the normal operation of equipment
- To meet reasonable security requirements identified by Customer
- To provide a status upon call completion to the on-site service requestor (End-User or representative of End User) prior to leaving the Customer's site

5.3. Toshiba is not responsible for:

- Adjustments, repairs or replacements made necessary resulting from non-Toshiba Third Parties performing any maintenance, repair or replacement
- Failures or damage resulting from accident, neglect, misuse, failure or inadequacy of electrical power or air conditioning or humidity control, or any causes other than ordinary use of the equipment
- Damage to equipment that is placed in an area that does not conform to manufacturer's electrical and environmental requirements
- Failure due to improper telephone or electrical power Acts of God, lightning or other incidents of excess voltage or power surges
- Repairs necessary when Customer modifies, relocates, damages (including without limitation, unavoidable accidents) abuses or misuses the equipment (including without limitation, the spilling of toner or other substance in the machine) and the breakage of lids, hinges, cassettes, etc.
- Repairs necessary when equipment is altered, tampered, or interconnected with non-compatible Equipment
- Repairs relative to connectivity to the device
- Providing cabling required to connect the printer to the network
- Installing any customer-replaceable consumables including but not limited to paper and toner

5.4. Customer's responsibilities are:

- To provide reasonable access to the equipment
- To provide reasonable notice prior to Toshiba if a service request is cancelled
- To notify Toshiba of any required security requirements as required by Customer
- Support the diagnosis of malfunctioning devices by engaging by phone and/or in person with Toshiba technical support personnel as needed

6. Help Desk

6.1. Help Desk Services are those services required to coordinate and respond to problems and service requests made by Customer in the United States. Toshiba shall be responsible for providing, direct or indirect Help Desk access with begin-to-end logging, tracking, resolution and reporting of service calls.

6.2. Toshiba's will perform the following:

- Toshiba will provide Help Desk support for equipment
- To provide on-line and toll-free dispatch services to Customer
- To provide access to Toshiba's portal for the purpose of placing service calls
- To provide an estimated time of arrival for all service calls

6.3. Customers' Responsibilities are:

- To make all service calls through Toshiba's GSP or toll-free phone number
- To convey the end user name and location
- To convey the model type and serial number
- To convey the nature of the service call whether it is a problem or failure
- To promptly return any calls that Help Desk was unable to reach live

7. Vendor Managed Supplies

7.1 There are 2 fulfillment paths for supplies based on the eligibility of a specific device:

7.1.1 Automated Toner Fulfillment Process

Toshiba responsibilities are to:

- Fulfill all orders for supply replenishment under the Billing Program F.O.B. destination
- Fulfill supplies through the Auto Toner Replenishment process
- Provide access to the Toshiba Portal for the purpose of monitoring supplies replenishment

Customer responsibilities consist of:

- Provide secure and environmentally appropriate storage for all supplies
- Customer to monitor and check supplies replenishment via the Toshiba Portal
- Installation of toner and other customer installable consumables
- Ensuring that all supplies ordered on behalf of Customer are protected against theft or misuse

7.1.2 Manual Toner Fulfillment Process:

Toshiba responsibilities are to:

- Fulfill all orders for supply replenishment under the Billing Program F.O.B. destination
- Fulfill supply orders within three-days of order
- Provide access to the Toshiba Portal, with a single sign-on, for the purpose of ordering all supplies

Customer responsibilities consist of:

- Provide secure and environmentally appropriate storage for all supplies
- Customer will order supplies as required through Toshiba's GSP and will instruct Customer employees to order such supplies through the Toshiba Portal
- Installation of toner and other customer installable consumables
- Ensuring that all supplies ordered on behalf of Customer are protected against theft or misuse

8. Parts

Part(s) used in the repair of equipment will be new or refurbished, equivalent or better-than-new in functionality and are not necessarily brand name specific. Replaced parts become the property of Toshiba.

9. Additional Activities

9.1. Toshiba is not obligated, but may at its discretion and Customer's approval perform the following services and charge the Customer a time and material rate of **\$150 an hour** for services associated with the following:

- Adjustments, repairs or replacements made necessary resulting from non-Toshiba Third Parties performing any maintenance, repair or replacement;
- Failures or damage resulting from accident, neglect, misuse, failure or inadequacy of electrical power or air conditioning or humidity control, or any causes other than ordinary use of the equipment;
- Damage to equipment that is placed in an area that does not conform to manufacturer's electrical and environmental requirements;
- Failure due to improper telephone or electrical power Acts of God, lightning or other incidents of excess voltage or power surges;

- Repairs necessary when Customer modifies, relocates, damages (including without limitation, unavoidable accidents), abuses or misuses the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breakage of lids, hinges, cassettes, etc.,
- Repairs necessary when Equipment is altered, tampered, or interconnected with non-compatible Equipment.

9.2. Outside of the Service Hours. After-hour services, weekend and Holidays are considered out-of-scope activities that do not fall within the Service Hours. Toshiba, at its discretion with Customer's consent and direction, may provide the out-of-scope services, provided that proper authorization is received from Customer. These services will be billed separately to Customer and the amounts so billed will be payable to Toshiba according to the then current Time & Materials rates.

9.3. Network/Software/Other/Supply Replacement. Requests for the following types of services are out-of-scope and may be performed at Toshiba's discretion with Customer's consent, direction and proper authorization. In the event Toshiba is willing to perform the tasks, Customer shall be billed in addition to time spent and distance traveled fees for: (a) Driver support for single or individual user software applications (Toshiba will provide installation support for two workstations upon new equipment delivery), (b) Service requested to replace consumable items such as but not limited to printer supplies (paper, ink cartridges and toner), power strips, and batteries.

10. Asset Management.

Within ninety (90) calendar days following the Effective Date, Toshiba shall develop and thereafter maintain a comprehensive inventory of all Equipment that is discovered through Toshiba's electronic discovery tool: (a) equipment and network connections and infrastructure used by Toshiba to provide the services; (b) equipment, software and network connections and infrastructure used by Customer in connection with the Services. Toshiba shall provide an electronic copy of such inventory to Customer upon request.

11. Other Services Statements of Work

Toshiba and Customer may enter into other Statements of Work for other services and/or products. Additional Statements of Work shall reference this MPSA and to the extent that there is software, the terms of the End User License Agreement shall apply. Statements of Work shall have the following verbiage with Customer name populated:

"This Statement of Work ("SOW") is made and entered by and between Toshiba America Business Solutions, Inc., a California Corporation ("Toshiba") and the State of Oklahoma ("Customer"). This SOW is hereby incorporated by reference as an ancillary agreement to the MPSA."

Attachment 3
PRICING TERMS AND BILLING PROGRAM

1. Pricing Terms

Cost Per Page Program for Existing Equipment and Newly Placed Meterable Printers: Toshiba shall charge Customer and Customer agrees to pay the monochrome and color Page Cost-Per-Impression, if applicable, for output produced on Existing Equipment and on newly placed Meterable Printers. Pricing options are set forth in the Statewide Contract 1013. Customer shall elect maintenance billing option on the MPSA Order Form (see Attachment 4).

A cost-per-page means a price that is structured as an impression charge for single-sided page of output no greater than 8.5" x 14" (legal-size) produced on the printer and which causes the printer to increment by one. By way of example, a single 11 x 17" page, or a duplexed (double-sided) page of 8.5" x 11" or 8.5" x 14" would each be equivalent to two (2) impressions

Depending on the Customer's option elected, the pricing includes all toner, on-site service labor, travel and service parts (including PM Kits, Drums, Fusers, and Assemblies). Paper is specifically excluded. Toner may be OEM or OEM Replacement at Toshiba's discretion. Customer agrees that any consumables and/or services deployed by Toshiba in accordance with the Agreement are solely in support of Meterable Equipment for which Customer is billed and as identified in MPS Purchase Order Form.

1.1. New Product Maintenance Services Pricing:

Toshiba shall provide purchase and lease for new Product which includes installation fees and delivery, such pricing will be indicated on an MPSA Order Form and appropriate Schedules. Pricing for new Product is set forth in the Statewide Contract 1013, and pricing for new product maintenance services is also set forth in the Statewide Contract 1013.

1.2. Upgrades/Downgrades/Terminations.

Customer may upgrade/downgrade or terminate leased Product at any time by paying the outstanding payment stream, plus outstanding receivables and the buyout amount, if applicable and if the Customer desires to keep the Product.

1.3. Month-to-Month.

When Leased Product that reaches the end of lease term, Customer shall have the option to purchase the Product at the buyout option indicated, or it will renew on a month-to-month basis with no increase in monthly rates or additional charges. Customer may purchase the Product at a buyout option or cancel during the renewal period upon thirty (30) days notice.

1.4. Product Supplies and Services Pricing.

Toshiba's service pricing is structured as a Page Cost-Per-Impression or fee based, either monthly or annually, based on average volumes (low volume band, mid volume band).

Toshiba pricing shall not exceed the pricing set forth in the Agreement.

1.5. Pricing Escalation/Renewal Term Pricing.

Customer agrees that Toshiba may increase the maintenance pricing annually.

Prices are subject to change based on market conditions, fleet or volume changes, and other factors. Toshiba will provide thirty (30) days advance notice of the price change.

2. Billing Cycle for Service. The billing cycle is a full calendar month unless an annual plan is selected. Interim service billing shall apply.

3. Exclusions.

The following activities are not included in the pricing Plan and will be charged at the prevailing market rates:

- Moves (moves **within a building and from building-to-building**)
- Rigging (extraordinary means of delivery)
- Property Tax
- End-of-Term equipment removals (unless included in price as indicated)
- After Hour and Emergency Services
- Exclusions indicated in the SLA and SOW or Attachment 1 and 2
- MICR toner

4. Payment Terms. Payment terms are net 45 days from the receipt of an accurate invoice.

MPSA Order Form and Schedules (Illustration)

<p>TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.</p>	<p>MPSA ORDER FORM</p>		
<p>Complete this form with Applicable Schedules and obtain Customer signature(s)</p>			
<p>Sales Representative: _____</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">MPSA AGREEMENT DATE:</td> <td style="width:50%; text-align: center;">ORDER DATE</td> </tr> </table>	MPSA AGREEMENT DATE:	ORDER DATE
MPSA AGREEMENT DATE:	ORDER DATE		
<p>CUSTOMER INFORMATION</p>			
<p>Bill to Information:</p> <p>Customer Name: _____</p> <p>Billing Address: _____</p> <p>Address 2: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Phone #: _____ Ext. _____ Fax #: _____</p> <p>Contact: _____</p> <p>eMail: _____</p> <p>Customer PO #: _____ Tax ID #: _____</p>	<p>Ship to Information:</p> <p>Customer Name: _____</p> <p>Shipping Address: _____</p> <p>Address 2: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Phone #: _____ Ext. _____ Fax: _____</p> <p>Contact: _____</p> <p>eMail: _____</p> <p>Delivery Date: _____ Ship _____ Term: _____</p>		
<p>Customer agrees to use the services of Toshiba for the purposes of providing the Managed Print Services and deliverables (hereafter collectively known as the "MP Services") which are set forth on this MPSA Order Form and the attached applicable Schedule(s) (collectively an "MPSA Order"). Customer agrees that such MP Services shall be provided pursuant to the terms and conditions of (i) Master Print Services Agreement between Toshiba America Business Solutions, Inc. ("TABS") which includes TABS' dba, Toshiba Business Solutions ("TBS") (collectively or individually TABS and TBS herein shall be known as "Toshiba"); and Customer as dated above (the "MPSA") and (ii) this signed MPSA Order. The MPSA is incorporated into this MPSA Order by reference. Customer's issuance of a Purchase Order pursuant to this MPSA Order shall be authorization for Toshiba's performance of the Services. In the event of a conflict between the MPSA and this MPSA Order the MPSA shall prevail. Customer hereby acknowledges its receipt and acceptance of the MPSA.</p>			
<p>MPSA ORDER</p>			
ORDER OPTIONS	SCHEDULES	INITIALS	NOTES
MPSA			
State PO	N/A		
Schedule Product Purchase Order (Part I and II)	Product Purchase Order (signature and header information)		
	Equipment Purchase (product identity and pricing)		
MPS Schedule (legacy product)	Schedule I - Managed Print Services Header Page and Signature Schedule Part II - MPS for Existing Equipment		
Assignment	See Notes		No document; allowable in the contract
Non-Appropriation Addendum	See Notes		No document; allowable in the contract
Software	MSSA with SOS		
	EULA		
Consultant / Professional Services Engagements			
Professional Services			
Training			
Implementation			
Support			
Maintenance/Yearly			
Consultant / Professional Services Engagements			
<p>CUSTOMER ACCEPTANCE</p>			
<p>Signature on this page indicates acceptance of all terms and conditions as stated in this MPSA Order</p>			
Print Name:	Signature: X	Title:	Date:

**SCHEDULE (Part I)
PRODUCT PURCHASE ORDER**

Customer agrees to purchase the equipment listed on the attached EQUIPMENT PURCHASE SCHEDULE (Part II) and to use the services of Toshiba for the purposes of providing Maintenance Services on the new Equipment identified on this Schedule. Such Maintenance Services shall be in accordance with the terms and conditions of the MPSA which are incorporated into this MPSA Order. Customer's acceptance of this Equipment Purchase Schedule either by signature or Purchase Order shall be authorization for Toshiba's delivery and performance of the MPS Services.

EQUIPMENT PURCHASE BILL TO

SHIP TO ("Installation Address")

Customer Name			Customer Name		
Address			Address		
P.O. Box			Building Floor	Room	Suite
City	State	Zip Code	City	State	Zip Code
Contact Name	Contact Title		Contact Name	Contact Title	
Telephone Number	Fax Number		Telephone Number	Fax Number	
Email Address			Email Address		
RESELLER					
Service Provider Name					
Address					
Building Floor		Room		Suite	
City		State		Zip Code	
Contact Name			Contact Title		
Telephone Number			Fax Number		
Email Address					
<i>Signature on this page indicates acceptance of all terms and conditions as stated in this MPSA Purchase Contract</i>					
Authorized Name			Authorized Signature		
Title			Date		

Schedule 1
MANAGED PRINT SERVICES - EXISTING EQUIPMENT (MPS)

Customer agrees to use the services of Toshiba for the purposes of providing MP Services on Customer's Existing Equipment identified on this MPS for Existing Equipment Schedule. Such MP Services shall be in accordance with the terms and conditions of the MPSA which are incorporated into this MPSA Order. Customer's acceptance of this MPSA Order by Purchase Order shall be authorization for Toshiba's performance of the MP Services on Customer's existing equipment.

LEGACY EQUIPMENT MPS SERVICES BILL TO:			
Customer Name			
Address		Address	
P.O. Box	Building Floor	Room	Suite
City	State	Zip Code	City State Zip Code
Contact Name	Contact Title	Contact Name	Contact Title
Telephone Number	Fax Number	Telephone Number	Fax Number
Email Address		Email Address	

MPS SERVICE PLAN

VOLUME CATEGORY: LOW <input type="checkbox"/> MEDIUM <input type="checkbox"/> HIGH <input type="checkbox"/>	BILLING CYCLE: MONTHLY <input type="checkbox"/> ANNUAL <input type="checkbox"/>	Maintenance Option: A - Base with Toner CPP <input type="checkbox"/> B - All Inclusive CPP <input type="checkbox"/>
Maintenance Term (months)	Billing Format Single <input type="checkbox"/> Consolidated <input type="checkbox"/>	

EQUIPMENT LIST ATTACHED TO THIS SCHEDULE

Invoicing By: Toshiba <input type="checkbox"/>	Originating Dealer <input type="checkbox"/>
---	---

CUSTOMER ACKNOWLEDGEMENT AND AGREEMENT FOR MPS SCHEDULE SERVICES

Signature on this page indicates acceptance of all terms and conditions as stated in this MPSA Order.

Authorized Name		Authorized Signature	
Title		Date	

Attachment 4
MPSA Order Form and Schedules (Illustration)

**Attachment F to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH Toshiba America Business Solutions, Inc.
RESULTING FROM STATEWIDE CONTRACT NO. 1013**

The MPS Schedule is hereby amended as set forth below and supersedes all prior documents submitted by Toshiba America Business Solutions, Inc. or discussed by the parties. This MPS Schedule is a Contract Document stemming from Oklahoma State Contract 1013 ("SW1013").

***Schedule 1
MANAGED PRINT SERVICES - EXISTING EQUIPMENT (MPS)***

Customer agrees to use the services of Toshiba for the purposes of providing MP Services on Customer's Existing Equipment identified on this MPS for Existing Equipment Schedule. Such MP Services shall be in accordance with the terms and conditions of the MPSA which are incorporated into this MPSA Order. Customer's acceptance of this MPSA Order by Purchase Order shall be authorization for Toshiba's performance of the MP Services on Customer's existing equipment.

LEGACY EQUIPMENT MPS SERVICES BILL TO:			
Customer Name			
Address		Address	
P.O. Box	Building Floor	Room	Suite
City	State	Zip Code	
City		State	Zip Code
Contact Name	Contact Title	Contact Name	Contact Title
Telephone Number	Fax Number	Telephone Number	Fax Number
Email Address		Email Address	

MPS SERVICE PLAN

VOLUME CATEGORY: LOW <input type="checkbox"/> MEDIUM <input type="checkbox"/> HIGH <input type="checkbox"/>	BILLING CYCLE: MONTHLY <input type="checkbox"/> ANNUAL <input type="checkbox"/>	Maintenance Option: A - Base with Toner CPP <input type="checkbox"/> B- All Inclusive CPP <input type="checkbox"/>
Maintenance Term (months)	Billing Format Single <input type="checkbox"/> Consolidated <input type="checkbox"/>	

EQUIPMENT LIST ATTACHED TO THIS SCHEDULE

Invoicing By: Toshiba <input type="checkbox"/>	Originating Dealer <input type="checkbox"/>
--	---

CUSTOMER ACKNOWLEDGEMENT AND AGREEMENT FOR MPS SCHEDULE SERVICES

<i>Signature on this page indicates acceptance of all terms and conditions as stated in this MPSA Order.</i>			
Authorized Name		Authorized Signature	
Title		Date	

**Attachment G
to Addendum 1
to STATE OF OKLAHOMA CONTRACT WITH Toshiba America Business Solutions, Inc.
RESULTING FROM STATEWIDE CONTRACT NO. 1013.**

The Product Purchase Order Schedule is hereby amended as set forth below and supersedes all prior documents submitted by Toshiba America Business Solutions, Inc. or discussed by the parties. This Product Purchase Order Schedule is a Contract Document stemming from Oklahoma State Contract 1013 ("SW1013").

***SCHEDULE (Part I)
PRODUCT PURCHASE ORDER***

Customer agrees to purchase the equipment listed on the attached EQUIPMENT PURCHASE SCHEDULE (Part II) and to use the services of Toshiba for the purposes of providing Maintenance Services on the new Equipment identified on this Schedule. Such Maintenance Services shall be in accordance with the terms and conditions of the MPSA which are incorporated into this MPSA Order. Customer's acceptance of this Equipment Purchase Schedule by Purchase Order shall be authorization for Toshiba's delivery and performance of the MPS Services.

EQUIPMENT PURCHASE BILL TO

SHIP TO ("Installation Address")

Customer Name			Customer Name		
Address			Address		
P.O. Box			Building Floor	Room	Suite
City	State	Zip Code	City	State	Zip Code
Contact Name	Contact Title		Contact Name	Contact Title	
Telephone Number	Fax Number		Telephone Number	Fax Number	
Email Address			Email Address		
RESELLER					
Service Provider Name					
Address					
Building Floor			Room		Suite
City			State		Zip Code
Contact Name			Contact Title		
Telephone Number			Fax Number		
Email Address					
<i>Signature on this page indicates acceptance of all terms and conditions as stated in this MPSA Purchase Contract.</i>					
Authorized Name				Authorized Signature	
Title				Date	

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.	MPSA ORDER FORM		
	Complete this form with Applicable Schedules and obtain Customer signature(s)		
Sales Representative: _____	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center; padding: 2px;">MPSA AGREEMENT DATE:</td> <td style="width:50%; text-align: center; padding: 2px;">ORDER DATE</td> </tr> </table>	MPSA AGREEMENT DATE:	ORDER DATE
MPSA AGREEMENT DATE:	ORDER DATE		

CUSTOMER INFORMATION			
Bill to Information:		Ship to Information:	
Customer Name:	Customer Name:	Shipping Address:	
Billing Address:	Address 2:		
Address 2:	City:	State:	Zip:
City:	Phone #:	Ext.:	Fax #:
Phone #:	Contact:	Ext.:	Fax:
Contact:	eMail:		
eMail:	Customer PO #:	Tax ID #:	Delivery Date:
Customer PO #:	Ship		Term:

Customer agrees to use the services of Toshiba for the purposes of providing the Managed Print Services and deliverables (hereafter collectively known as the "MP Services") which are set forth on this MPSA Order Form and the attached applicable Schedule(s) (collectively an "MPSA Order"). Customer agrees that such MP Services shall be provided pursuant to the terms and conditions of (i) Master Print Services Agreement between Toshiba America Business Solutions, Inc. ("TABS") which includes TABS' dba, Toshiba Business Solutions ("TBS") (collectively or individually TABS and TBS herein shall be known as "Toshiba"); and Customer as dated above (the "MPSA") and (ii) this signed MPSA Order. The MPSA is incorporated into this MPSA Order by reference. Customer's **issuance of a Purchase Order pursuant to** this MPSA Order shall be authorization for Toshiba's performance of the Services. In the event of a conflict between the MPSA and this MPSA Order the MPSA shall prevail. Customer hereby acknowledges its receipt and acceptance of the MPSA.

MPSA ORDER			
ORDER OPTIONS	SCHEDULES	INITIALS	NOTES
MPSA			
State PO	N/A		
Schedule Product Purchase Order (Part I and II)	Product Purchase Order (signature and header information)		
	Equipment Purchase (product identity and pricing)		
MPS Schedule (legacy product)	Schedule I - Managed Print Services Header Page and Signature Schedule Part II - MPS for Existing Equipment		

Assignment	See Notes		No document; allowable in the contract
Non-Appropriation Addendum	See Notes		No document; allowable in the contract
Software	MSSA with SOS		
	EULA		
Consultant / Professional Services Engagements			
Professional Services			
Training			
Implementation			
Support			
Maintenance/Yearly			
Consultant / Professional Services Engagements			

CUSTOMER ACCEPTANCE				
Signature on this page indicates acceptance of all terms and conditions as stated in this MPSA Order				
Print Name:		Signature: X		Date:

Attachment H to
Addendum 1 to
**STATE OF OKLAHOMA CONTRACT WITH Toshiba America
Business Solutions, Inc.**
RESULTING FROM STATEWIDE CONTRACT NO. 1013

The Product Purchase Order Schedule is hereby amended as set forth below and supersedes all prior documents submitted by Toshiba America Business Solutions, Inc. or discussed by the parties. The Product Purchase Order Schedule is a Contract Document stemming from Oklahoma State Contract 1013 ("SW1013").

**Attachment I to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH Toshiba America Business Solutions, Inc.
RESULTING FROM STATEWIDE CONTRACT NO. 1013**

The EULA is hereby amended as set forth below and supersedes all prior documents submitted by Toshiba America Business Solutions, Inc. or discussed by the parties, solely for purposes of Oklahoma State Contract 1013 ("SW1013").

DocuWare Cloud EULA

This EULA is executed by the entity specified in the signature block ("**End User**"). As used herein, "**DocuWare**" means DocuWare Corporation. "**Reseller**" means the entity reselling the DocuWare Services to End User.

1. Scope of this EULA

- 1.1 This DocuWare Cloud EULA ("**EULA**") shall govern End User's use of cloud based document management, applications (including Local Application Programs as defined below), storage space, computing capacity and other cloud based services as the same may be made available by DocuWare from time to time (see www.docuware.com/cloud) (collectively, "**Services**"). The commercial terms of the Services (fees, term etc.) will be agreed by End User in a separate written agreement between End User and Reseller ("**Reseller Order**"), which DocuWare will not be a party to. The scope and content of Services shall be, as applicable, further described at <http://go.docuware.com/CloudFunctions> or in DocuWare's most currently published whitepaper.
- 1.2 DocuWare reserves the right, in its sole discretion, to change, modify or alter the Services at any time (e.g., in relation to the user interface and functionalities of the applications); provided, however, DocuWare will not materially impair the overall functional scope with such modifications. DocuWare will implement changes to the Services through updates and upgrades, and to receive notification of same, End User must register at least one or more email address(es) with DocuWare.

2. Authorized Users

- 2.1 During the configuration of the Services, End User shall specifically identify End User employees and contractors who shall be authorized to use the Services (hereinafter, "**Authorized User**") solely for End User's internal business purposes. Unless specifically authorized by DocuWare in advance and in writing, third parties (including, but not limited to, users employed by or working for companies that are affiliated with End User) are not authorized to use the Services.
- 2.2 Authorized Users may access DocuWare-provided local software application programs as part of the Services ("**Local Application Programs**") solely for the purposes of accessing the Services. For the Term of the applicable Services,

Authorized Users shall have the revocable, non-exclusive, non-sublicensable, non-transferable right: (i) to install such Local Application Programs on hardware devices operated and controlled by End User; and (ii) to access and display such Local Application Programs for the purpose of accessing the Services in compliance with the online support documentation available as part of the Services.

- 2.3 End User and any Authorized User shall not: (i) modify, copy, create derivative works decompile or reverse-engineer the Services or Local Application Programs other than as expressly permitted by applicable statute to permit interoperability and then only after notice to DocuWare; (ii) frame or mirror any content forming part of the Services; or (iii) access the Services in order to: (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the Services.
- 2.4 End User and any Authorized User shall not: (i) license, sublicense, transfer, sell, resell, rent, lease, distribute, time share, assign, share or otherwise commercially exploit or make the Services available to any third party, other than to Authorized Users or as otherwise expressly contemplated by this EULA; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, trojan horses or other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (vi) attempt to gain unauthorized access to the Services or related systems or networks; (vii) access the Services if End User is a direct competitor of DocuWare; or (viii) access the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.
- 2.5 DocuWare will exercise reasonable efforts to provide a 99.5% availability of the Services per calendar year, excluding any Downtime. **“Downtime”** shall mean unscheduled downtime of the Services caused by emergencies or Force Majeure Events (as defined below) and downtime due to scheduled maintenance activities of the Services (**“Scheduled Maintenance”**). DocuWare will use reasonable efforts to limit any downtime due to Scheduled Maintenance to four (4) times per year for up to eight (8) hours each, and to notify by way of e-mail or via the DocuWare website with a notice period of at least five (5) calendar days.
- 2.6 The End User will install and configure Services in a way which avoids any excessive utilization of DocuWare systems.
- 2.7 The Services require Internet access and computing facilities with the system requirements identified in the applicable technical documentation available at <http://go.docuware.com/whitepaper-cloud>. End User acknowledges and agrees that such requirements may be changed from time to time, and DocuWare shall use reasonable efforts to provide at least four (4) weeks' notice of any such changes. End User is responsible for all activities that occur in Authorized User accounts and for Authorized Users' compliance with this EULA.

3. DocuWare's Rights

- 3.1 To the limited extent necessary to perform the Services, End User hereby grants to DocuWare and its authorized subcontractors, on a royalty-free basis, the right to copy, distribute, perform, display, create derivative works and otherwise use any data and documents provided by End User and any Authorized User in connection with the Services. End User hereby represents, warrants and covenants to have been effectively granted all necessary rights by its End Users, partners, users and all affected third parties which are necessary for the foregoing license grant. End User hereby represents, warrants and covenants to have been effectively granted all necessary rights by its End Users, partners, users and all affected third parties which are necessary for the foregoing license grant.
- 3.2 The End User shall ensure that its collection, forwarding and processing of personal data fully complies with all applicable data privacy and protection laws.
- 3.3 INTENTIONALLY OMITTED.
- 3.4 End User shall be liable and responsible for any acts and omissions of Authorized Users to the same extent End User is liable and responsible for its own acts and omissions.
- 3.5 The End User and the Authorized User shall immediately notify DocuWare of any loss of any access codes and/or of any use of the Services not in compliance with this EULA.
- 3.6 Other than as expressly set forth in this EULA, no other rights are granted to End User. DocuWare reserves all rights, title and interest in and to the Services, including all related intellectual property rights.

4. Term and Termination

- 4.1 Upon expiration or termination of the Services, DocuWare will keep any data produced in connection with the Services at least for further 60 days and will delete them no later than 90 days after the end-date of the Services, and this Schedule 1 shall continue to apply within this period of time. The End User shall have the right to request an earlier deletion in writing. The End User hereby acknowledges and agrees to these cancellation rules. Notwithstanding the foregoing, the End User is responsible for saving of all personal data provided to DocuWare during the provision of the Services. Documentation intended as proof of proper data processing shall be kept by DocuWare beyond the end of the provision of Services as may be required under laws applicable to DocuWare and DocuWare's data retention policies.
- 4.2 This EULA commences on the date the applicable Reseller Order is executed ("**Effective Date**") and continues until such Reseller Order executed in connection with this EULA has expired or been terminated ("**Term**"); provided, however, DocuWare shall have no obligation to provide the Services to the extent either: (i) End User has not paid Reseller for the provision of such services; or End User has violated this EULA.

5. Cooperation duties of Authorized User

End User and the Authorized User shall implement effective measures and processes enabling and safeguarding an additional backup archiving of all relevant

documents and data outside of the IT system provided by the Services as protection against any temporarily or permanent failures of the Services.

6. DocuWare Warranty

- 6.1 End User shall immediately notify DocuWare in writing of any Defects (as defined below) associated with the provision of the Services, which notification shall describe the Defect and root cause in detail. Subject to receipt of a proper notice as provided in this Section, DocuWare shall endeavor to remedy Defects within a reasonable time. DocuWare may, in its discretion, remedy Defects either by providing patches, workarounds, updates or upgrades or by providing or having provided remote support as available under <http://support.docuware.com>. In the event that the remediation of a warranted Defect requires commercially unreasonable expenditures or efforts, the parties may agree to terminate the Services . For purposes of this Section 6, "Defect" shall mean a material deviation of the quality of the Services from the quality described in Section 1.1 provided (i) such defect must be reproducible or documented by automatically created output; (ii) the usability of the Services must be materially adversely affected; and (iii) written notice of the defect must be provided to DocuWare by End User on a timely basis pursuant to this Section 6.1.
- 6.2 In no event shall DocuWare be responsible for defects, operational, performance issues or other events resulting from Reseller's and/or End User's technology infrastructure, including, but not limited to, software applications, drivers, network hardware or software or broadband service, to the extent not provided by DocuWare. End User shall not intentionally report issues associated with such End User technology infrastructure to DocuWare as Defects in the Services
- 6.3 TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, DOCUWARE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY OF THE SERVICES, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Copyright Indemnification. INTENTIONALLY OMITTED.

8. Limited Liability of DocuWare

- 8.1 In no event shall DocuWare's aggregate liability arising out of or related to this EULA, whether in contract, tort or under any other theory of liability, in relation to costs and damages not excluded under Section 8.2 exceed the amounts actually paid by and due from Reseller to DocuWare with respect to the applicable Reseller Order in the twelve (12) months immediately preceding the incident giving rise to the liability.
- 8.2 End User agrees that the consideration which DocuWare is charging hereunder does not include consideration for assumption by DocuWare of the risk of any incidental, special, punitive or consequential damages. In no event shall

DocuWare and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or loss of, or damage to, , , profits, use or other economic advantage (whether direct or indirect) arising out of, or in any way connected with the Services, whether or not either party has been previously advised of the possibility of such damages.

9. Miscellaneous

- 9.1 All parties represent and warrant that they will comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards applicable to the operation of their respective business, including, but not limited to, any export control laws of the EU and U.S. Without limiting the foregoing, (i) End User represents that it and any Authorized User is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) End User shall not permit Authorized Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction. DocuWare is also not responsible for determining the requirements of laws applicable to End User's business.
- 9.2 Where a Force Majeure Event gives rise to a failure or delay in a party performing its obligations under this EULA (other than obligations to make payment hereunder), those obligations will be suspended for the duration of the Force Majeure Event. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this EULA, will: (i) forthwith notify the other; and (ii) inform the other of the period for which it is estimated that such failure or delay will continue. The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event. "**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including, but not limited to, power failures, industrial disputes affecting any third party, changes in the law, natural disasters, epidemics, explosions, fires, floods, riots, terrorist attacks and wars).
- 9.3 End User shall not assign its rights or delegate its obligations under this EULA or the Services without the prior written consent of DocuWare. End User hereby authorizes Microsoft Azure as a subcontractor and such other entities set forth at the following link: <https://start.docuware.com/subcontractors-of-docuware>, subject to **Solicitation section B.2 Obligations of Permitted Subcontractor**.
- 9.4 INTENTIONALLY OMITTED.
- 9.5 DocuWare and Reseller are independent contractors and nothing in this Agreement will be deemed to make them partners, agents or joint ventures of the other party.

Signature:

End User:

.....
Entity Name

.....
Date

.....
Signature