



State of Oklahoma

Office of Management and Enterprise Services

STATE OF OKLAHOMA STATEWIDE CONTRACT WITH IMAGE NET CONSULTING, LLC.

This State of Oklahoma Statewide **Contract No. 1034** ("Contract") is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services ("State") and **Image Net Consulting, LLC.** ("Supplier") and is effective as of the date of last signature to this Contract. The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

Purpose

The State is awarding this Contract to Supplier for print services and systems as detailed in Exhibit 1. The following categories are included: Managed Print Services, Multi-Function Devices, 3D Printers, Production Print Copy Systems, Wide Format Print Systems, Commercial In-Plant Print Shop, and Commercial Printing Services. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

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. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation EV00000190, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Oklahoma Statewide Contract Terms, Attachment C;
 - 2.4. Information Technology terms, Attachment D;
 - 2.5. Information Security Requirements, Attachment D-1;
 - 2.6. Scope of Work, Exhibit 1;
 - 2.7. Pricing, Attachment E-1;
 - 2.8. Value Add, Attachment E-2;
 - 2.9. Leasing Documents, Attachment E-3;

- 2.10. Service Agreement, Attachment E-4;
- 2.11. Schedule A, E-5;
- 2.12. Exceptions, Attachment F;
- 2.13. Template for Contract Modifications for Quotes, Statements of Work, or other Ordering Documents, Attachment F-1.

3. The parties additionally agree:

- 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
- 3.2. Unless mutually agreed to in writing by the Chief Information Officer utilizing Attachment F-1, no Contract Document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State. If Supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.
- 3.3. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
- 3.4. Supplier is required to ensure that any software or information technology resold complies with applicable law and the Compliance and Electronic and Information Technology Accessibility clause in the Contract. This includes providing the State with a Voluntary Product Accessibility Template ("VPAT"). If the software or information technology is not compliant, Supplier holds an affirmative obligation to ensure that the software or information technology becomes compliant or provide notice to the State that the software or information technology cannot be made complaint and why.
- 3.5. In the event of any conflict in terms, or inconsistencies, contained in Supplier's documents, Attachment E-1 through E-5, and the States terms, Attachments A-D, the State's terms in Attachments A-D prevail. The State

does not agree to any additional duties, obligations, or liabilities contained in any of Supplier's documents.


- 3.6. Third-Party Products resold under this Contract shall also be governed by the negotiated electronic license, subscription, maintenance, support or similar agreement between the State and the third-party publisher or supplier. Supplier agrees that all such agreements will pass to any applicable Acquisition placed by the State or Customer hereunder. Any other Third-Party Product terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement shall be binding only upon the State's acceptance of those additional terms.

Attachments referenced in this section are attached hereto and incorporated herein.

4. 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.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

IMAGE NET CONSULTING, LLC.

By: 
Joe McIntosh (Dec 27, 2023 12:31 CST)

By: 

Name: Joe McIntosh

Name: Rocky Frost

Title: CIO

Title: COO

Date: 12/27/2023

Dec 20, 2023
Date:

ATTACHMENT A
SOLICITATION NO. EV00000190

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

The State of Oklahoma, Office of Management and Enterprise Services (OMES) Information Services Division (ISD) seeks solicitation responses for suppliers for the following categories:

1. Managed Print Services
2. Multi-Function Devices
3. 3D Printers
4. Production Print Copy Systems
5. Wide Format Print Systems
6. Commercial In-Plant Print Shop
7. Commercial Printing Services

Scope

The solution will be responsible for print services and systems as detailed in Exhibit 1.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four one-year options to renew the Contract.

2. Contract Requirements

Certain Contract requirements and terms attached hereto as Exhibits 1, 2, 3, and 4 are incorporated herein.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.
- 2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:
 - A. any Addendum;
 - B. any applicable Solicitation;
 - C. any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
 - D. the terms contained in this Contract Document;
 - E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
 - F. any statement of work, work order, or other similar ordering document as applicable; and
 - G. other mutually agreed Contract Documents.
- 2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product 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.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at <https://oklahoma.gov/omes/services/information-services/policy-standards-publications.html>. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, 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 Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, 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 protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. 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 subcontractor is bound by and agrees, as applicable, 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 written 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.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable 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 or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** 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.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 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.

23.2 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.

23.3 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.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 N. Lincoln Blvd., Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 N. Lincoln Blvd., Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the

right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i. Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii. Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii. Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv. Contract quarterly reporting periods shall be as follows:
 - a. January 01 through March 31;
 - b. April 01 through June 30;
 - c. July 01 through September 30; and
 - d. October 01 through December 31.
- v. Reports must include the following information:
 - a. Procuring entity;
 - b. Order date;

- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 118
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

ATTACHMENT D

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 1.7 **Non-Public Data** means 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.

- 1.8 Personal Data** means 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) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

3 Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at <https://oklahoma.gov/omes/services/information-services/is/policies-and-standards/accessibility-standards.html>. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required, and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

- 4.1** Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.
- 4.2** Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

5 Offshore Services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

6 Compliance with Technology Policies

- 6.1** The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at <https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf>.

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <https://oklahoma.gov/omes/services/information-services/is/policies-and-standards.html>

- 6.2** Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other

applicable Customer standards.

6.3 Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7 Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8 Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9 Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third-party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10 Commercial Off The Shelf Software

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

11 Ownership Rights

Any software developed by the Supplier under the terms of the Contract 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 Supplier Intellectual Property, 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 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 Supplier Intellectual Property, 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 Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

- 12.1** As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third-Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.
- 12.2** Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer’s sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third-Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third-Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third-Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third-Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 Hosting Services

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

13.2 If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 Notices

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

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

With a copy, which shall not constitute notice, to:

Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier 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. Supplier 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).
2. Supplier 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. Supplier 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, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records 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 Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier 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 Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B. Data Security

1. Supplier 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. Supplier 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 service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier 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 Supplier, Supplier 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 Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier 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. Supplier 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. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier 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.
6. Supplier 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. Supplier 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.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier 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. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

D. Security Incident or Data Breach Notification: Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier 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, Supplier will coordinate with Customer prior to any such communication.
2. Supplier 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).
3. Supplier shall:
 - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
 - b. Make summary information regarding such procedures available to Customer at Customer's request;
 - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. **Breach 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 Supplier.

1. Supplier 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.
2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier 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 – all 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 Supplier based on root cause.
3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. **Notices**

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

G. Supplier Representations and Warranties

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier 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.
3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier 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 Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier 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.

H. Indemnity

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and 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 Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier 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.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

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

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. 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 within thirty (30) calendar day of its request for disposal of data.

Appendix 2 to State of Oklahoma Information Technology Terms

INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist		Compliance checklist –
Policy Area 1	Information Exchange Agreements	
Policy Area 2	Security Awareness Training	
Policy Area 3	Incident Response	
Policy Area 4	Auditing and Accountability	
Policy Area 5	Access Control	
Policy Area 6	Identification and Authentication	
Policy Area 7	Configuration Management	
Policy Area 8	Media Protection	
Policy Area 9	Physical Protection	
Policy Area 10	Systems and Communications Protection and Information Integrity	
Policy Area 11	Formal Audits	
Policy Area 12	Personnel Security	

Information Security Requirements

1. General Information Security Requirements

- a. No employee of Contractor or its subcontractors will be granted access to State of Oklahoma agency information systems without the prior completion and approval of applicable logon authorization and acceptable use requests.
- b. Contractor or its subcontractors will notify applicable State of Oklahoma agencies when employees who have access to agency information systems are terminated.
- c. Contractor or its subcontractors will disclose to Client any suspected breach of the security of the information system or the data contained therein in the most expedient time possible and without unreasonable delay and will cooperate with Client during the investigation of any such incident.
- d. Contractor or its subcontractors agree to adhere to the State of Oklahoma “Information Security Policy, Procedures, and Guidelines” available at: <https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf>

2. HIPAA Requirements

- a. Contractor shall agree to use and disclose Protected Health Information in its possession or control in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).
- b. If applicable, Contractor will sign and adhere to a Business Associate Agreement (BAA). The Business Associate Agreement provides for satisfactory assurances that Contractor will use the information only for the purposes for which it was engaged. Contractor agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract. Failure to comply with the requirements of this standard may result in funding being withheld from Contractor, and/or full audit and inspection of Contractor’s security compliance as it pertains to this contract.
- c. Business Associate Terms Definitions:
 - i. Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided; however, that “PHI” and “ePHI” shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Business Associate received from or created or received on behalf of the applicable State of Oklahoma agency as a Business Associate. “Administrative Safeguards” shall have the same meaning as the term “administrative safeguards in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Business

Associate's workforce, not the State of Oklahoma agency workforce, in relation to the protection of that information.

- ii. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.
 - iii. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103.
 - iv. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, all as may be amended.
 - v. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, required by law, Secretary, Security Incident, Sub-Contractor, Unsecured PHI, and Use.
- d. Obligations of Business Associate: Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will, as applicable:
- i. use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;
 - ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
 - iii. implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 C.F.R. 164;
 - iv. implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 C.F.R. 164;
 - v. make its applicable policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);
 - vi. not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;
 - vii. in accordance with 45 C.F.R. 164.502(e)(1) and 164.308(b), if applicable, require that any Sub-Contractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the

form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;

- viii. report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;
- ix. promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five calendar days any successful Security Incident, as defined in the Security Rule, with respect to Electronic PHI;
- x. with the exception of law enforcement delays that satisfy the requirements of 45 C.F.R. 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual who's Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 C.F.R. § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 C.F.R. 164.402;
- xi. to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities costs, and damages arising out of or in any manner related to the unauthorized disclosure by Business Associate of any PHI resulting from the negligent acts or omissions of Business Associate or to the breach by Business Associate of any applicable obligation related to PHI;
- xii. provide access to PHI it maintains in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 C.F.R. 164.524. In the event that any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;
- xiii. make PHI it maintains in a Designated Record Set available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526;
- xiv. document disclosure of PHI it maintains in a Designated Record Set and information related to such disclosure as would be required for Covered Entity to

- respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. 164.528, and within five working days of receiving a request from Covered Entity, make such disclosure documentation and information available to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five working days of receiving a request such request to Covered Entity;
- xv. make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from HHS or government officials and provide Covered Entity with a copy of all documents made available; and
 - xvi. require that all of its Sub-Contractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall require that its Sub-Contractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.
- e. Permitted Uses and Disclosures of PHI by Business Associate: Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:
- i. use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;
 - ii. disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that; (i) the disclosures required by law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
 - iii. disclose PHI to report violations of law to appropriate federal and state authorities; or
 - iv. aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;

- v. make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;
 - vi. de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 C.F.R. § (d)(1)].
- f. Obligations of Covered Entity
- i. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
 - iii. Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.
 - iv. Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.
 - v. Covered Entity shall provide the minimum necessary PHI to Business Associate.
- g. Term and Termination:
- i. Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall as applicable:
 - (1) retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
 - (3) continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - (4) not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and
 - (5) return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- ii. All other applicable obligations of Business Associate under this Agreement shall survive termination.
 - iii. Should the applicable State of Oklahoma agency become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, the agency shall provide Business Associate with written notice of such a breach in sufficient detail to enable Contractor to understand the specific nature of the breach. The Client shall be entitled to terminate the Underlying Contract associated with such breach if, after the applicable State of Oklahoma agency provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified in such notice; provided, however, that such time period specified shall be based on the nature of the breach involved per 45 C.F.R. §§ 164.504(e)(1)(ii)(A),(B) & 164.314 (a)(2)(i)(D).
- h. Miscellaneous Provisions:
- i. No Third Party Beneficiaries: Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
 - ii. Business Associate recognizes that any material breach of this Business Associate Terms section or breach of confidentiality or misuse of PHI may result in the termination of this Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying agreement, if any.
 - iii. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the Privacy Rule and related laws and regulations.
 - iv. The applicable State of Oklahoma agency shall make available its Notice of Privacy Practices.
 - v. Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.
 - vi. If Business Associate maintains a designated record set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 calendar days of expiration or termination of the parties' agreement, Business Associate shall provide to Covered Entity a complete report of all disclosures of and access to the designated record set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures/access, description of what was disclosed/accessed, purpose of disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the designated record set.
 - vii. Amendment: To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s)

to this Agreement to give effect to these revised obligations. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

3. 42 C.F.R. Part 2 Related Provisions

- a. Confidentiality of Information. Contractor's employees and agents shall have access to private data to the extent necessary to carry out the responsibilities, limited by the terms of this Agreement. Contractor accepts the responsibilities for providing adequate administrative supervision and training to their employees and agents to ensure compliance with relevant confidentiality, privacy laws, regulations and contractual provisions. No private or confidential data collected, maintained, or used shall be disseminated except as authorized by statute and by terms of this Agreement, whether during the period of the Agreement or thereafter. Furthermore, Contractor:
 - i. Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received pursuant to this agreement that identifies or otherwise relates to the individuals under the care of or in the custody of a State of Oklahoma agency, it is fully bound by the provisions of the federal regulations governing the confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and the HIPAA, 45 C.F.R. 45 Parts 142, 160, and 164, Title 43 A § 1-109 of Oklahoma Statutes, and may not use or disclose the information except as permitted or required by this Agreement or by law;
 - ii. Acknowledges that pursuant to 43A O.S. §1-109, all mental health and drug or alcohol treatment information and all communications between physician or psychotherapist and patient are both privileged and confidential and that such information is available only to persons actively engaged in treatment of the client or consumer or in related administrative work. Contractor agrees that such protected information shall not be available or accessible to staff in general and shall not be used for punishment or prosecution of an kind;
 - iii. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
 - iv. Agrees to, when applicable and to the extent within Contractor's control, use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the State of Oklahoma agency and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected health information, and agrees that protected information will not be placed in the Child Protective Services (CPS) record of any individual involved with the Oklahoma Department of Human Services (DHS).

- v. Agrees to report to the State of Oklahoma agency any use or disclosure or any security incident involving protected information not provided for by this Agreement. Such a report shall be made immediately when an employee becomes aware of such a disclosure, use, or security incident.
 - vi. Agrees to provide access to the protected information at the request of the State of Oklahoma agency or to an authorized individual as directed by the State of Oklahoma agency, in order to meet the requirement of 45 C.F.R. §164.524 which provides clients with the right to access and copy their own protected information;
 - vii. Agrees to make any amendments to the protected information as directed or agreed to by the State of Oklahoma agency, pursuant to 45 C.F.R. §164.526;
 - viii. Agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the State of Oklahoma agency or created or received by the Contractor on behalf of the State of Oklahoma agency, to the State of Oklahoma agency and to the Secretary of the Department of Health and Human Services for purpose of the Secretary determining the giving party's compliance with HIPAA;
 - ix. Agrees to provide the State of Oklahoma agency, or an authorized individual, information to permit the State of Oklahoma agency to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528.
- b. Data Security. The Contractor agrees to, when applicable and to the extent within Contractor's control, maintain the data in a secure manner compatible with the content and use. The Contractor will, when applicable to the extent within Contractor's control, control access to the data in Contractor's possession or control compliance with the terms of this Agreement. Only the Contractor's personnel whose duties require the use of such information, will have regular access to the data. The Contractor's employees will be allowed access to the data only for the purpose set forth in this Agreement.
- c. Data Destruction. Contractor agrees to, when applicable and to the extent within Contractor's control, follow State of Oklahoma agency policies regarding secure data destruction.
- d. Use of Information. Contractor agrees that the information received or accessed through this Agreement shall not be used to the detriment of any individual nor for any purpose other than those stated in this Agreement.
- e. Redisclosure of Data. The Contractor agrees not to redisclose any information to a third party not covered by the Agreement unless written permission by the State of Oklahoma agency is received and redisclosure is permitted under applicable law.

4. Federal Tax Information Requirements IRS Publication 1075 (If Applicable)

- a. **PERFORMANCE:** If Contractor takes possession or control of Federal Tax Information in performance of this contract, the Contractor agrees to, when applicable and to the extent

within Contractor's control, comply with and assume responsibility for compliance by officers or employees with the following requirements:

- i. All work will be performed under the supervision of the State of Oklahoma.
- ii. The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- iii. FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- iv. FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- v. The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- vi. Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- vii. All Contractor computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- viii. No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- ix. Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- x. To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

- xi. In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.
- xii. For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- xiii. The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

b. CRIMINAL/CIVIL SANCTIONS

- i. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
- ii. Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- iii. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- iv. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material

in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- v. Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see IRS Publication 1075, Exhibit 4, Sanctions for Unauthorized Disclosure, and IRS Publication 1075, Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. INSPECTION: The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

5. SSA Requirements (If applicable)

- a. PERFORMANCE: If Contractor takes possession or control of in SSA provided information in the performance of this contract, the contractor agrees to, where applicable and to the extent within Contractor's control comply with and assume responsibility for compliance by his or her employees with the following requirements:
 - i. All work will be done under the supervision of the State of Oklahoma.
 - ii. Any SSA provided information made available shall be used only for carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
 - iii. All SSA provided information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

- iv. No work involving SSA provided information furnished under this contract shall be subcontracted without prior written approval by the applicable State of Oklahoma agency and the SSA.
- v. The Contractor shall maintain a list of employees authorized access. Such list shall be provided upon request to the applicable State of Oklahoma agency or the SSA.
- vi. Contractor or agents may not legally process, transmit, or store SSA-provided information in a cloud environment without explicit permission from SSA's Chief Information Officer. Proof of this authorization shall be provided to the Contractor by the applicable State of Oklahoma agency prior to accessing SSA provided information.
- vii. Contractor shall provide security awareness training to all employees, contractors, and agents who access SSA-provided information. The training should be annual, mandatory, and certified by the personnel who receive the training. Contractor is also required to certify that each employee, contractor, and agent who views SSA-provided information certify that they understand the potential criminal, civil, and administrative sanctions or penalties for unlawful assess and/or disclosure.
- viii. Contractor shall require employees, contractors, and agents to sign a non-disclosure agreement, attest to their receipt of Security Awareness Training, and acknowledge the rules of behavior concerning proper use and security in systems that process SSA-provided information. Contractor shall retain non-disclosure attestations for at least five (5) to seven (7) years for each employee who processes, views, or encounters SSA-provided information as part of their duties.
- ix. The applicable State of Oklahoma agency shall provide the Contractor a copy of the SSA exchange agreement and all related attachments before initial disclosure of SSA data. Contractor is required to follow the terms of the applicable State of Oklahoma agency's data exchange agreement with the SSA. Prior to signing this Agreement, and thereafter at SSA's request, the applicable State of Oklahoma agency shall obtain from the Contractor a current list of the employees of such Contractor with access to SSA data and provide such list to the SSA.
- x. Where the Contractor processes, handles, or transmits information provided to the applicable State of Oklahoma agency by SSA or has authority to perform on the agency's behalf, the applicable State of Oklahoma agency shall clearly state the specific roles and functions of the Contractor within the Agreement.
- xi. SSA requires all parties subject to this Agreement to exercise due diligence to avoid hindering legal actions, warrants, subpoenas, court actions, court judgments, state or Federal investigations, and SSA special inquiries for matters pertaining to SSA-provided information.
- xii. SSA requires all parties subject to this Agreement to agree that any Client-owned or subcontracted facility involved in the receipt, processing, storage, or disposal of SSA-provided information operate as a "de facto" extension of the Client and is subject to onsite inspection and review by the Client or SSA with prior notice.

- xiii. If the Contractor must send a Contractor computer, hard drive, or other computing or storage device offsite for repair, the Contractor must have a non-disclosure clause in their contract with the vendor. If the Contractor used the item in a business process that involved SSA-provided information and the vendor will retrieve or may view SSA-provided information during servicing, SSA reserves the right to inspect the Contractor's vendor contract. The Contractor must remove SSA-provided information from electronic devices before sending it to an external vendor for service. SSA expects the Contractor to render SSA-provided information unrecoverable or destroy the electronic device if they do not need to recover the information. The same applies to excessed, donated, or sold equipment placed into the custody of another organization.
 - xiv. In the event of a suspected or verified data breach involving SSA provided information, the Contractor shall notify the Client immediately.
 - xv. The Client shall have the right to void the contract if the contractor fails to provide the safeguards described above.
- b. **CRIMINAL/CIVIL SANCTIONS:** The Act specifically provides civil remedies, 5 U.S.C. Sec. 552a(g), including damages, and criminal penalties, 5 U.S.C. Sec. 552a(i), for violations of the Act. The civil action provisions are premised violations of the Act committed by parties subject to this Agreement or regulations promulgated thereunder. An individual claiming such a violation by parties subject to this Agreement may bring civil action in a federal district court. If the individual substantially prevails, the court may assess reasonable attorney fees and other litigation costs. In addition, the court may direct the parties subject to this Agreement to grant the plaintiff access to his/her records, and when appropriate direct an amendment or correction of records subject to the Act. Actual damages may be awarded to the plaintiff for intentional or willful refusal by parties subject to this Agreement to comply with the Act.
- i. **Civil Remedies.**
 - (1) In any suit brought under the provisions of 5 U.S.C. § 552a(g)(1)(C) or (D) in which the court determines that the parties subject to this Agreement acted in a manner which was intentional or willful, shall be liable in an amount equal to the sum of —
 - (a) actual damages sustained by the individual because of the refusal or failure, but in no case, shall a person entitled to recovery receive less than the sum of \$1,000; and
 - (b) the costs of the action together with reasonable attorney fees as determined by the court.
 - (2) An action to enforce any liability created under 5 U.S.C. § 552a may be brought in the district court of the United States in the district in which the complainant resides, or has his principal place of business, or in which the records are situated, or in the District of Columbia, without regard to the amount in controversy, within two years from the date on which the cause of action arises, except that where

parties subject to this Agreement have materially and willfully misrepresented any information required under this section to be disclosed to an individual and the information so misrepresented is material to establishment of the liability of the agency to the individual under 5 U.S.C. § 552a, the action may be brought at any time within two years after discovery by the individual of the misrepresentation. Nothing in this section shall be construed to authorize any civil action because of any injury sustained as the result of a disclosure of a record prior to September 27, 1975.

ii. Criminal Penalties

- (1) Any officer or employee of an agency, who by virtue of his employment or official position, has possession of, or access to, agency records which contain individually identifiable information the disclosure of which is prohibited by this section or by rules or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. See 5 U.S.C. § 552a(i)(1).
- (2) Any officer or employee of any agency who willfully maintains a system of records without meeting the notice requirements of subsection (e)(4) of this section shall be guilty of a misdemeanor and fined not more than \$5,000. See 5 U.S.C. § 552a(i)(2).
- (3) Any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000. See 5 U.S.C. § 552a(i)(3).

6. Child Support FPLS Requirements (If applicable)

- a. Contractor, when applicable and to the extent within Contractor's control, and the applicable State of Oklahoma agency must comply with the security requirements established by the Social Security Act, the Privacy Act of 1974, the Federal Information Security Management Act of 2002 (FISMA), 42 United States Code (USC) 654(26), 42 UCS 654a(d)(1)-(5), the U.S. Department of Health and Human Services (HHS), the U.S. Department of Health and Human Services Administration of Children and Families Office of Child Support Enforcement Security Agreement and the Automated Systems for Child Support Enforcement: A Guide for States Section H Security and Privacy. Contractor and applicable State of Oklahoma agency also agree to use Federal Parent Locator Service (FPLS) information and Child Support (CS) program information solely for the authorized purposes in accordance with the terms in this agreement. The information exchanged between state Child Support agencies and all other state program information must be used for authorized purposes and protected against unauthorized access to reduce fraudulent activities and protect the privacy rights of individuals against unauthorized disclosure of confidential information.

- i. This is applicable to the personnel, facilities, documentation, data, electronic and physical records and other machine-readable information systems of the applicable State of Oklahoma agency and Contractor, including, but not limited to, state employees and contractors working with FPLS information and CS program information and state CS agency data centers, statewide centralized data centers, contractor data centers, state Health and Human Services' data centers, comprehensive tribal agencies, data centers serving comprehensive tribes, and any other individual or entity collecting, storing, transmitting or processing FPLS information and CS program information. This is applicable to all FPLS information, which consists of the National Directory of New Hires (NDNH), Debtor File, and the Federal Case Registry (FCR). The NDNH, Debtor File and FCR are components of an automated national information system.
- ii. This is also applicable to all CS program information, which includes the state CS program information, other state and tribal program information, and confidential information. Confidential information means any information relating to a specified individual or an individual who can be identified by reference to one or more factors specific to him or her, including but not limited to the individual's Social Security number, residential and mailing addresses, employment information, and financial information. Ref. 45 Code of Federal Regulations (CFR) 303.21(a).

7. FERPA Requirements (If applicable)

- a. If Contractor takes possession or control of Information covered by FERPA in performance of this Agreement, Contractor agrees to, when applicable and to the extent within Contractor's control comply with and assume responsibility for compliance by its employees with the Family Educational Rights and Privacy Act; (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013; (70 O.S. § 3-168), where personally identifiable student education data is exchanged.

8. CJIS Requirements (If applicable)

- a. INTRODUCTION

This section shall be applicable to the extent that Contractor takes possession or control of CJIS data. The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation ("FBI"), Criminal Justice Information Services (CJIS) Division's CJIS Security Policy ("CJIS Security Policy" or "Security Policy" herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer ("CSO") and the FBI CJIS Division's Audit Staff.

b. CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”

c. DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI AND CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at:
<https://www.fbi.gov/services/cjis/cjissecurity-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Exhibit 1 EV00000190

Scope

The State of Oklahoma, Office of Management and Enterprise Services (OMES) Information Services Division (ISD) seeks solicitation responses for Suppliers for the following categories:

1. Managed Print Services
2. Multi-Function Devices
3. 3D Printers
4. Production Print Copy Systems
5. Wide Format Print Systems
6. Commercial In-Plant Print Shop
7. Commercial Printing Services

Bidders may bid on one, all, or any combination from the above categories.

Currently Oklahoma maintains a contract for Managed Print Services which includes Enterprise Content Management, Digital Document Conversion Services, and Scanning Systems. Those items have been removed from the scope of this solicitation and will be bid under a solicitation exclusively for those solutions separately.

Please indicate which categories your company is responding to and acknowledge understanding of each point in that category with your response.

A MANAGED PRINT SERVICES (MPS)

The State is looking to enable remote and secure installation, configuration, maintenance, monitoring, and management of a printing environment. Describe the MPS products and services your company provides in relation to the following:

1. Assessment of current printing environment and infrastructure recommendations.
2. Installation and configuration of printing devices
3. Use of print management software to manage the volume and nature of a printing environment and to authenticate users.
4. Use of discovery and design software to analyze and plan for the change required in implementing a managed print environment.
5. Use of scan routing software to route scans to various destinations including fax servers, network folders, email, or workflows.
6. Proactive maintenance and technical support of printing devices.
7. Ongoing optimization of the printing environment throughout the contract life.
8. The MPS will cover printers, copiers, multifunction devices (MFDs) and other miscellaneous devices.

B MULTI-FUNCTION DEVICES (MFDS)

The State has grouped its fleet into several categories based on print speeds in Pages per Minute (PPM) and color/monochrome capabilities. Indicate in your response which categories you are submitting for consideration in this proposal.

- Category A – 1 to 30 PPM
- Category B – 31 to 49 PPM
- Category C – 50 to 68 PPM
- Category D – 69 to 89 PPM
- Category E – 90+ PPM
- Category F – Single Function Printers

**For each category of MFD the State is soliciting responses based on three (3) pricing options.
Indicate in your response which categories from above you are submitting for consideration in this proposal.**

1. Pricing Option A (Purchase) – Under this option the State may opt to purchase the machine outright. Suppliers should respond to this option by completing the List Price and the Oklahoma Purchase Price (for the State) for the base model and applicable features and accessories. In addition, the Supplier should enter a Maintenance Cost per Copy (CPC) to cover maintenance cost on Attachment A.
2. In addition to providing maintenance on devices purchased under this contract, Supplier shall also provide maintenance on existing equipment for which Supplier is certified. Pricing will be the same as maintenance for existing equipment as it is for new equipment purchased under this contract.
3. Pricing Option B (Lease plus Maintenance CPC) - Under this option the State may opt to lease the machine for a defined per month term. Supplier should respond to this option by entering the monthly lease amount for the base model and additional amounts for any applicable features and accessories. In addition, the Supplier should enter Maintenance CPC separately for monochrome and color to cover maintenance costs on Attachment A.
4. Pricing Option C (All Inclusive Maintenance CPC) – Under this option the State may opt to lease the machine with an all-inclusive CPC to cover all costs including maintenance and equipment costs. Fixed costs per machine including copy counts per machine with cost per copy for overages with an annual reconciliation.

Pricing provided in Exhibit 1 must include the Make and Model for each machine proposed.

The State will exercise the ability to retain the machine hard drives. The Supplier will provide pricing for this ability on the price sheet as Exhibit 1.

Parts and Supplies

1. Supplier is required to provide Original Equipment Manufacturer (OEM) maintenance and OEM parts during the entire term of the contract. Suppliers may not propose or provide remanufactured, like-new, refurbished, reconditioned or any other than new products or equipment, to include add-on products and prohibits the use remanufactured toner cartridges.
2. Delivery of parts and supplies to each location identified under this contract should be provided by the Supplier within four [4] hours of the initiation of the service call.
3. All necessary replacement parts and supplies (excluding paper) should be included in the pricing schedule identified in Exhibit 1.
4. All supplies, either extra or missing (including, but not limited to toner, developer (if required) and staples, in addition to “consumable supply” items (including, but not limited to: drums, fuser rollers and corona wires) for equipment installed under this contract should be the original equipment manufacturer’s branded and/or authorized supplies and consumable supplies.
5. The State reserves the right to inspect all parts and supplies prior to, during or following installation to ensure that the parts and supplies meet the requirements as set out in this contract. In the event of and upon verification of non-compliance with these provisions, the State may require Supplier to install and/or provide parts and supplies to meet such requirements within thirty (30) days of notification by the State to Supplier at no additional cost to the State.
6. The Supplier will not be responsible for the supply or delivery of paper.

Accessibility

1. The State wishes to have the option to provide systems that will conform to the needs of all employees and make access available to individuals with disabilities.
2. Discuss the products available for accessible-use and provide pricing on Exhibit 1 with each model that provides accessibility capabilities.

C 3D PRINTERS

1. Describe the 3D Printing solutions available from your company and provide pricing on Exhibit 1.
2. The proposed 3D Printing solutions pricing should include all necessary software, supplies and accessories.

D PRODUCTION PRINT COPY SYSTEMS

1. Describe the Production Print Copy Systems available from your company and provide pricing on Exhibit 1. For example, high speed copier finishers for large copy shop facilities. Include information related to the print speeds, paper weights supported, resolution, finishing unit, console interface, storage memory, print drivers and etc...

E WIDE FORMAT PRINT SYSTEMS

1. Describe the Wide Format Print Systems available from your company and provide pricing on Exhibit 1. For example, include information related to print speeds, paper weights and sizes supported, resolution, supported operating systems, print drivers, etc...

F COMMERCIAL IN-PLANT PRINT SHOP

1. Describe the Commercial In-Plant Print Shop print productions solutions available from your company.
2. Includes printing presses, digital presses, binding, and cutting hardware, software systems, and ancillary systems to support Oklahoma's in-plant printing facilities.
3. Provide pricing for parts and accessories if available.
4. Pricing for items in the In-Plant Print Shop category must be provided on Exhibit 2.
5. The Supplier will not be responsible for consumable products such as ink, cleaners, and paper stocks.

G COMMERCIAL PRINTING SERVICES

1. Describe the Commercial Printing Services available from your company.
2. Includes all pre-press functions, offset and/or digital printing, cutting, folding, binding, and any other services available such as, perforating, drilling, embossing, foil stamping or specialized binding such as perfect binding.
3. Pricing for items in the Printing Service category must be provided on Exhibit 3.

H LEASE AGREEMENTS

1. In addition to purchases, OMES - ISD and any Supplier awarded a contract as a result of this RFP OMES – ISD may agree to provisions that allow leasing of the products offered under the resulting contract. OMES - ISD is seeking the option to obtain a Lease that provides for paying for the use of equipment, not the ownership. Payments that are spread out over time and the equipment will be returned at lease end.
2. The Supplier shall provide any required leasing terms with the response if being offered.

I DOCUMENTATION

1. Any Bid shall include, as applicable, hosting provisions, Service Level Agreements (SLA's), Billing Information, Documentation, Training, Account Team/Support Provision, Escalation Process and Pricing for each service.
 2. Such provisions, SLA's and other information are subject to negotiation and additional provisions related to hosting services and SLA's may be required prior to any award being issued.
 3. This information is required to be provided for each category you are responding to. It may be submitted only once if it is applicable to all categories.
- A Service Level Agreement (SLA) outlines the minimum service that a customer may expect for services, warranties, and support.
 - Billing Information outlines what information is provided in billing and how it is delivered.
 - Documentation outlines how detailed documents of services that are provided to entities on an on-going basis to include services by location and account information can be obtained.
 - Training outlines the general requirements for providing training for implementing and using the solution at the End-User level and at Administrative/Operational Personnel levels
 - Account Team and Support Provisions outline the Suppliers capabilities of providing world class support and account service.
 - Escalation Process outlines the predetermined levels of escalation in the event of an emergency.

Value-add

1. Provide information on other products and services that may be offered by the Supplier that are within the scope of this solicitation and provide pricing. The State may award value-add products and services at its sole discretion.

**Attachment E-1 to
STATE OF OKLAHOMA CONTRACT WITH IMAGE NET CONSULTING, LLC.
RESULTING FROM SOLICITATION NO. # EV00000190**

The parties agree and understand that the Pricing, as submitted by Supplier, ImageNet Consulting LLC., with the bid response, titled ImageNet Bidder Response Section Nine: Pricing, are incorporated herein and will apply to purchases made under this contract.

BROCHURE

XMediusFAX® Cloud allows you to send and receive faxes easily, safely and at low cost through the cloud.

THE SITUATION

Technology over the past few years has evolved into a whole new IT blueprint that involves doing more with new solutions while investing substantially less in its implementation and launch. IT Managers are not only forced to engage the newest strategy of doing "more with less", they have to take into account how the dynamics of doing business have changed over the past few years. More and more organizations are enabling their field staff to work from remote locations; globalization has introduced heavy consolidation and the birth of branch offices crossing oceans.

Installing software and integrating remote solutions from different locations can tie up critical IT resources and run the risk of solutions going down while they try and speak to each other. So now IT departments are looking to outsource many "noncore" business applications to the cloud.

THE CHALLENGE

In the fax world the evolution has made two large leaps from traditional faxing methods where someone feeds paper into a physical "fax machine" to "fax servers" that have cannibalized a large portion of fax machine installs by adding a digital component to the faxing world by allowing us to do such things as fax directly to email, specify routing methods and overcome security and compliance issues.

The industry has now embraced the next step in fax evolution and has started to push their faxing into the cloud. Cloud Faxing has been picking up momentum over the past few years but still has some challenges with the vast majority of "Fax-as-a-Service" offerings that are very basic and address only the needs of small home office and individual users.

IT managers are challenged with assessing their aging fax infrastructure and adapting to a modern work environment where secure document transfers are part of a complex business process and many more employees are working remotely or from branch locations.

The current faxing "methods" propose a number of challenges:

Fax Machines

- Heavy manual process
- Low security
- Wasting paper
- Accessory costs (ink, toner, paper)
- Maintenance costs

Fax Server

- Hardware investment
- Software maintenance
- Implementation costs
- Integrations costs
- User training
- Telecommunication costs

Basic Cloud Faxing

- No enterprise functionality
- No 3rd party integration capabilities
- Limited security with fax transfers
- Few offer real-time notifications

THE SOLUTION

XMedius has pushed the final evolution of faxing just a little further by offering their new solution XMediusFAX® Cloud. Built around the same features and functionality of their latest software solution; XMediusFAX® Cloud offers "Enterprise Level" faxing from within the cloud. In a single solution XMediusFAX® Cloud addresses all the challenges of the previous types of faxing methods with even more benefits:

Cost-Benefit Savings

- Reduce operational and capital expenses
- Leverages your existing internet connection
- Pay only for required fax capacity
- No hardware or software investments
- Free up limited IT resources

Highly Scalable

- Unlimited fax capacity
- Unlimited user scalability

Easy Integration

- Simplified integrations through web services
- Go live within days

Accessibility

- Works on mobile devices
- Access anytime and anywhere in the world

Support

- 24-hour technical support
- Direct access to our online help desk application

Outbound Fax Features

- Fax from within multiple document applications (SharePoint, Office, Outlook)
- Fax multiple file attachments through email
- Application faxing with Print Drivers
- Supports all major file types
- Broadcast faxing
- Scheduled faxing and auto retry attempts
- Fax notifications (successful and failed)

Reliable & Secure

- Service always available (no busy signals)
- 100% Secure hosting facility
- Secure transmission types (SSL, HTTPS, TLS)

Inbound Fax Features

- Receive inbound faxes to email, desktop client, or Web client
- Searchable PDF feature
- OCR and bar code routing features
- Automatically route faxes to users, groups, and applications
- Fax delivery to remote printers (email & Google Cloud Printing)

Reporting & Tracking

- Real Time Fax Reports (Fax Logs)
- Audit trail of all fax activity
- Job Tracking (Advanced Reporting)

Application Integrations

- Microsoft Outlook, Exchange and Sharepoint
- Microsoft Office (Word, Excel, PowerPoint, etc.)
- MFPs/Printers/Network Scanners—Xerox EIP, Ricoh ESA, Sharp OSA, eCopy ShareScan, Fuji-Xerox Apeos, Lexmark eSF
- Active Directory

Fax Management Features

- Fax number porting
- Toll-free number
- Local numbers
- Flexible fax retention packages
- Rapid cutover from existing fax server to XMediusFAX® Cloud
- View fax usage (per period), view past invoices
- Create & invite Users, assign inbound fax numbers to Users
- Manage user groups (for user classification & billing purposes)

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Distributor/Reseller:

XMedius

info@xmedius.com
NA: 1-888-766-1668
EMEA : + 33 1 57 61 30 72
XMEDIUS.COM

XM Fax Enterprise Maintenance & Support

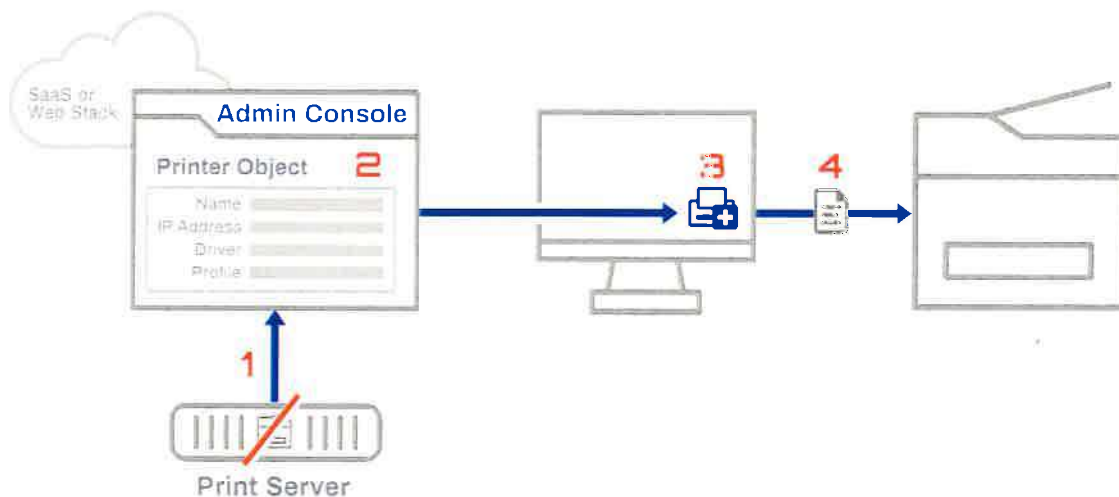
SKU	Description	Oklahoma Price	36-Month Lease	48-Month Lease	60-Month Lease
SUP-REG-XM-ENT	XM Fax Enterprise Regular Support	25% of SW List Price	25% of SW List Price	25% of SW List Price	25% of SW List Price
SUP-PREM-XM-ENT	XM Fax Enterprise Premium Support	35% of SW List Price (min 5000\$)	35% of SW List Price (min 5000\$)	35% of SW List Price (min 5000\$)	35% of SW List Price (min 5000\$)

Note 1: For specific details, please see the "Technical Maintenance Terms and Conditions" Support for additional modules is calculated prorata to the remaining time. Support contracts start on invoice date.

Eliminate Print Servers



How it Works



- 1 Migrate** Automatically import printers from existing print servers
- 2 Manage** Centrally manage printer objects from the Admin Console
- 3 Deploy** Push out printers and updates without scripting or GPOs
- 4 Print** Centrally manage direct IP printing without any print servers

“The impact of eliminating our print servers was immediate. We no longer have to worry about print servers going down and disrupting business. I wish we would have discovered PrinterLogic years ago.”

- Roger VanOrman, HOLT CAT

PrinterLogic

Serverless Printing Infrastructure

With our centrally managed Direct IP printing platform, you'll eliminate all print servers and empower end users with mobile printing, secure release printing, and many advance features that legacy print management applications can't provide.

PrinterLogic SaaS: A true SaaS offering with multi-tenancy, uptime SLA, no VPN, no servers required
PrinterLogic Web Stack: Designed as a web app from the ground up, can be on-prem or cloud-hosted

Advanced Features

Advanced Reporting

Track all print/scan/copy activity across your organization

Secure Release Printing

Hold print jobs & release print jobs from any printer anywhere

Mobile Printing

Natively print from Chrome, Android, and iOS devices

VDI Printing

Deploy printers based on user ID, device location and/or name

CAC/PIV Support

Support multi-factor authentication systems for secure printing

EMR Printing

Centrally manage printer objects across your EMR server cluster



Self-Service Printer Installation Portal

Empower end-users to easily find and install printers without calling the service desk

97%

of customers are likely to recommend PrinterLogic

PrinterLogic.com

PrinterLogic

PrinterLogic On-Premise Print Driver Management Software

SKU	Description	Oklahoma Software Price	36-Month Lease	48-Month Lease	60-Month Lease
E-PI-M-CO-B-1000	EDU - Printer Installer - Maintenance - Core - Perpetual - Base - 1000	\$23,813.75	\$767.99	\$603.92	\$506.04
E-PI-M-CO-B-250	EDU - Printer Installer - Maintenance - Core - Perpetual - Base - 250	\$6,202.50	\$200.03	\$157.30	\$131.80
E-PI-M-CO-B-50	EDU - Printer Installer - Maintenance - Core - Perpetual - Base - 50	\$2,067.50	\$66.68	\$52.43	\$43.93
E-PI-M-CO-X-100	EDU - Printer Installer - Maintenance - Core - Perpetual - XPack - 100 (1000+ base required)	\$1,666.25	\$53.74	\$42.26	\$35.41
E-PI-M-CO-X-25	EDU - Printer Installer - Maintenance - Core - Perpetual - XPack - 25	\$1,033.75	\$33.34	\$26.22	\$21.97
E-PI-M-CO-X-50	EDU - Printer Installer - Maintenance - Core - Perpetual - XPack - 50 (250+ base required)	\$1,241.25	\$40.03	\$31.48	\$26.38
E-PI-M-MP-B-1000	EDU - Printer Installer - Maintenance - Mobile Printing Module - Perpetual - Base - 1000	\$7,087.50	\$228.57	\$179.74	\$150.61
E-PI-M-MP-B-250	EDU - Printer Installer - Maintenance - Mobile Printing Module - Perpetual - Base - 250	\$1,842.50	\$59.42	\$46.73	\$39.15
E-PI-M-MP-B-50	EDU - Printer Installer - Maintenance - Mobile Printing Module - Perpetual - Base - 50	\$520.00	\$16.77	\$13.19	\$11.05
E-PI-M-MP-X-100	EDU - Printer Installer - Maintenance - Mobile Printing Module - Perpetual - XPack - 100 (1000+ base required)	\$496.25	\$16.00	\$12.58	\$10.55
E-PI-M-MP-X-25	EDU - Printer Installer - Maintenance - Mobile Printing Module - Perpetual - XPack - 25	\$260.00	\$8.39	\$6.59	\$5.53
E-PI-M-MP-X-50	EDU - Printer Installer - Maintenance - Mobile Printing Module - Perpetual - XPack - 50 (250+ base required)	\$366.25	\$11.81	\$9.29	\$7.78
E-PI-M-PP-B-1000	EDU - Printer Installer - Maintenance - Pull Printing Module - Perpetual - Base - 1000	\$17,718.75	\$571.43	\$449.35	\$376.52
E-PI-M-PP-B-250	EDU - Printer Installer - Maintenance - Pull Printing Module - Perpetual - Base - 250	\$4,430.00	\$142.87	\$112.34	\$94.14
E-PI-M-PP-B-50	EDU - Printer Installer - Maintenance - Pull Printing Module - Perpetual - Base - 50	\$1,241.25	\$40.03	\$31.48	\$26.38
E-PI-M-PP-X-100	EDU - Printer Installer - Maintenance - Pull Printing Module - Perpetual - XPack - 100 (1000+ base required)	\$1,241.25	\$40.03	\$31.48	\$26.38
E-PI-M-PP-X-25	EDU - Printer Installer - Maintenance - Pull Printing Module - Perpetual - XPack - 25	\$620.00	\$20.00	\$15.72	\$13.18
E-PI-M-PP-X-50	EDU - Printer Installer - Maintenance - Pull Printing Module - Perpetual - XPack - 50 (250+ base required)	\$886.25	\$28.58	\$22.48	\$18.83
E-PI-P-CO-B-1000	EDU - Printer Installer - Perpetual - Core - Base - 1000	\$119,070.00	\$3,840.01	\$3,019.62	\$2,530.24
E-PI-P-CO-B-250	EDU - Printer Installer - Perpetual - Core - Base - 250	\$31,008.75	\$1,000.03	\$786.38	\$658.94
E-PI-P-CO-B-50	EDU - Printer Installer - Perpetual - Core - Base - 50	\$10,336.25	\$333.34	\$262.13	\$219.65
E-PI-P-CO-X-100	EDU - Printer Installer - Perpetual - Core - XPack - 100 (1000+ base required)	\$8,328.75	\$268.60	\$211.22	\$176.99
E-PI-P-CO-X-25	EDU - Printer Installer - Perpetual - Core - XPack - 25	\$5,168.75	\$166.69	\$131.08	\$109.84
E-PI-P-CO-X-50	EDU - Printer Installer - Perpetual - Core - XPack - 50 (250+ base required)	\$6,202.50	\$200.03	\$157.30	\$131.80
E-PI-P-MP-B-1000	EDU - Printer Installer - Perpetual - Mobile Printing Module - Base - 1000	\$35,437.50	\$1,142.86	\$898.70	\$753.05
E-PI-P-MP-B-250	EDU - Printer Installer - Perpetual - Mobile Printing Module - Base - 250	\$9,226.25	\$297.55	\$233.98	\$196.06
E-PI-P-MP-B-50	EDU - Printer Installer - Perpetual - Mobile Printing Module - Base - 50	\$2,587.50	\$83.45	\$65.62	\$54.98
E-PI-P-MP-X-100	EDU - Printer Installer - Perpetual - Mobile Printing Module - XPack - 100 (1000+ base required)	\$2,481.25	\$80.02	\$62.92	\$52.73
E-PI-P-MP-X-25	EDU - Printer Installer - Perpetual - Mobile Printing Module - XPack - 25	\$1,293.75	\$41.72	\$32.81	\$27.49
E-PI-P-MP-X-50	EDU - Printer Installer - Perpetual - Mobile Printing Module - XPack - 50 (250+ base required)	\$1,842.50	\$59.42	\$46.73	\$39.15
E-PI-P-PP-B-1000	EDU - Printer Installer - Perpetual - Pull Printing Module - Base - 1000	\$88,593.75	\$2,857.15	\$2,246.74	\$1,882.62
E-PI-P-PP-B-250	EDU - Printer Installer - Perpetual - Pull Printing Module - Base - 250	\$22,887.50	\$738.12	\$580.43	\$486.36
E-PI-P-PP-B-50	EDU - Printer Installer - Perpetual - Pull Printing Module - Base - 50	\$6,202.50	\$200.03	\$157.30	\$131.80
E-PI-P-PP-X-100	EDU - Printer Installer - Perpetual - Pull Printing Module - XPack - 100 (1000+ base required)	\$6,202.50	\$200.03	\$157.30	\$131.80
E-PI-P-PP-X-25	EDU - Printer Installer - Perpetual - Pull Printing Module - XPack - 25	\$3,100.00	\$99.98	\$78.62	\$65.88
E-PI-P-PP-X-50	EDU - Printer Installer - Perpetual - Pull Printing Module - XPack - 50 (250+ base required)	\$4,577.50	\$147.62	\$116.09	\$97.27
PI-M-CO-B-1000	Printer Installer - Maintenance - Core - Perpetual - Base - 1000	\$26,460.00	\$853.34	\$671.03	\$562.28
PI-M-CO-B-250	Printer Installer - Maintenance - Core - Perpetual - Base - 250	\$6,891.25	\$222.24	\$174.76	\$146.44
PI-M-CO-B-50	Printer Installer - Maintenance - Core - Perpetual - Base - 50	\$2,297.50	\$74.09	\$58.26	\$48.82
PI-M-CO-X-100	Printer Installer - Maintenance - Core - Perpetual - XPack - 100 (1000+ base required)	\$1,851.25	\$59.70	\$46.95	\$39.34
PI-M-CO-X-25	Printer Installer - Maintenance - Core - Perpetual - XPack - 25	\$1,148.75	\$37.05	\$29.13	\$24.41
PI-M-CO-X-50	Printer Installer - Maintenance - Core - Perpetual - XPack - 50 (250+ base required)	\$1,378.75	\$44.46	\$34.97	\$29.30
PI-M-EM-B-1000	Printer Installer - Maintenance - Core - Perpetual - EMR Base - 1000	\$8,820.00	\$284.45	\$223.68	\$187.43
PI-M-EM-B-250	Printer Installer - Maintenance - Core - Perpetual - EMR Base - 250	\$2,297.50	\$74.09	\$58.26	\$48.82
PI-M-EM-X-100	Printer Installer - Maintenance - Core - Perpetual - EMR XPack - 100 (1000+ base required)	\$617.50	\$19.91	\$15.66	\$13.12
PI-M-EM-X-50	Printer Installer - Maintenance - Core - Perpetual - EMR XPack - 50	\$460.00	\$14.84	\$11.67	\$9.78
PI-M-MP-B-1000	Printer Installer - Maintenance - Mobile Printing Module - Perpetual - Base - 1000	\$7,875.00	\$253.97	\$199.71	\$167.34
PI-M-MP-B-250	Printer Installer - Maintenance - Mobile Printing Module - Perpetual - Base - 250	\$2,047.50	\$66.03	\$51.92	\$43.51
PI-M-MP-B-50	Printer Installer - Maintenance - Mobile Printing Module - Perpetual - Base - 50	\$577.50	\$18.62	\$14.65	\$12.27
PI-M-MP-X-100	Printer Installer - Maintenance - Mobile Printing Module - Perpetual - XPack - 100 (1000+ base required)	\$551.25	\$17.78	\$13.98	\$11.71
PI-M-MP-X-25	Printer Installer - Maintenance - Mobile Printing Module - Perpetual - XPack - 25	\$288.75	\$9.31	\$7.32	\$6.14
PI-M-MP-X-50	Printer Installer - Maintenance - Mobile Printing Module - Perpetual - XPack - 50 (250+ base required)	\$407.50	\$13.14	\$10.33	\$8.66
PI-M-PP-B-1000	Printer Installer - Maintenance - Pull Printing Module - Perpetual - Base - 1000	\$19,687.50	\$634.92	\$499.28	\$418.36
PI-M-PP-B-250	Printer Installer - Maintenance - Pull Printing Module - Perpetual - Base - 250	\$4,922.50	\$158.75	\$124.83	\$104.60
PI-M-PP-B-50	Printer Installer - Maintenance - Pull Printing Module - Perpetual - Base - 50	\$1,378.75	\$44.46	\$34.97	\$29.30
PI-M-PP-X-100	Printer Installer - Maintenance - Pull Printing Module - Perpetual - XPack - 100 (1000+ base required)	\$1,378.75	\$44.46	\$34.97	\$29.30
PI-M-PP-X-25	Printer Installer - Maintenance - Pull Printing Module - Perpetual - XPack - 25	\$688.75	\$22.21	\$17.47	\$14.64
PI-M-PP-X-50	Printer Installer - Maintenance - Pull Printing Module - Perpetual - XPack - 50 (250+ base required)	\$985.00	\$31.77	\$24.98	\$20.93
PI-P-CO-B-1000	Printer Installer - Perpetual - Core - Base - 1000	\$132,300.00	\$4,266.68	\$3,355.13	\$2,811.38
PI-P-CO-B-250	Printer Installer - Perpetual - Core - Base - 250	\$34,453.75	\$1,111.13	\$873.75	\$732.14
PI-P-CO-B-50	Printer Installer - Perpetual - Core - Base - 50	\$11,485.00	\$370.39	\$291.26	\$244.06
PI-P-CO-X-100	Printer Installer - Perpetual - Core - XPack - 100 (1000+ base required)	\$9,253.75	\$298.43	\$234.68	\$196.64
PI-P-CO-X-25	Printer Installer - Perpetual - Core - XPack - 25	\$5,742.50	\$185.20	\$145.63	\$122.03
PI-P-CO-X-50	Printer Installer - Perpetual - Core - XPack - 50 (250+ base required)	\$6,891.25	\$222.24	\$174.76	\$146.44
PI-P-EM-B-1000	Printer Installer Core - Perpetual - EMR Base - 1000	\$44,100.00	\$1,422.23	\$1,118.38	\$937.13
PI-P-EM-B-250	Printer Installer Core - Perpetual - EMR Base - 250	\$11,485.00	\$370.39	\$291.26	\$244.06
PI-P-EM-X-100	Printer Installer Core - Perpetual - EMR XPack - 100 (1000+ base required)	\$3,085.00	\$99.49	\$78.24	\$65.56
PI-P-EM-X-50	Printer Installer Core - Perpetual - EMR XPack - 50 (250+ base required)	\$2,297.50	\$74.09	\$58.26	\$48.82
PI-P-MP-B-1000	Printer Installer - Perpetual - Mobile Printing Module - Base - 1000	\$39,375.00	\$1,269.84	\$998.55	\$836.72
PI-P-MP-B-250	Printer Installer - Perpetual - Mobile Printing Module - Base - 250	\$10,251.25	\$330.60	\$259.97	\$217.84
PI-P-MP-B-50	Printer Installer - Perpetual - Mobile Printing Module - Base - 50	\$2,875.00	\$92.72	\$72.91	\$61.09
PI-P-MP-X-100	Printer Installer - Perpetual - Mobile Printing Module - XPack - 100 (1000+ base required)	\$2,756.25	\$88.89	\$69.90	\$58.57
PI-P-MP-X-25	Printer Installer - Perpetual - Mobile Printing Module - XPack - 25	\$1,437.50	\$46.36	\$36.46	\$30.55
PI-P-MP-X-50	Printer Installer - Perpetual - Mobile Printing Module - XPack - 50 (250+ base required)	\$2,047.50	\$66.03	\$51.92	\$43.51
PI-P-PP-B-1000	Printer Installer - Perpetual - Pull Printing Module - Base - 1000	\$98,437.50	\$3,174.61	\$2,496.38	\$2,091.80
PI-P-PP-B-250	Printer Installer - Perpetual - Pull Printing Module - Base - 250	\$25,430.00	\$820.12	\$644.90	\$540.39
PI-P-PP-X-100	Printer Installer - Perpetual - Pull Printing Module - XPack - 100 (1000+ base required)	\$6,891.25	\$222.24	\$174.76	\$146.44
PI-P-PP-X-25	Printer Installer - Perpetual - Pull Printing Module - XPack - 25	\$3,445.00	\$111.10	\$87.37	\$73.21
PI-P-PP-X-50	Printer Installer - Perpetual - Pull Printing Module - XPack - 50 (250+ base required)	\$5,086.25	\$164.03	\$128.99	\$108.08

BROCHURE

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- Service always available (no busy signals)
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EMEA : + 33 1 57 61 30 72
XMEDIUS.COM

XM Fax Enterprise Maintenance & Support

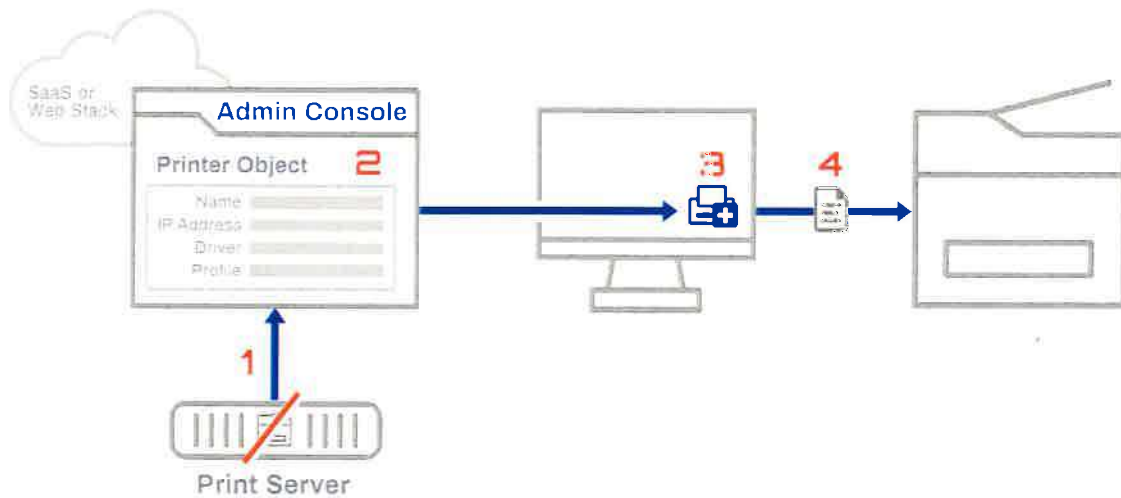
SKU	Description	Oklahoma Price	36-Month Lease	48-Month Lease	60-Month Lease
SUP-REG-XM-ENT	XM Fax Enterprise Regular Support	25% of SW List Price	25% of SW List Price	25% of SW List Price	25% of SW List Price
SUP-PREM-XM-ENT	XM Fax Enterprise Premium Support	35% of SW List Price (min 5000\$)	35% of SW List Price (min 5000\$)	35% of SW List Price (min 5000\$)	35% of SW List Price (min 5000\$)

Note 1: For specific details, please see the "Technical Maintenance Terms and Conditions" Support for additional modules is calculated prorata to the remaining time. Support contracts start on invoice date.

Eliminate Print Servers



How it Works



- 1 Migrate** Automatically import printers from existing print servers
- 2 Manage** Centrally manage printer objects from the Admin Console
- 3 Deploy** Push out printers and updates without scripting or GPOs
- 4 Print** Centrally manage direct IP printing without any print servers

“

The impact of eliminating our print servers was immediate. We no longer have to worry about print servers going down and disrupting business. I wish we would have discovered PrinterLogic years ago.”

- Roger VanOrman, HOLT CAT

PrinterLogic

Serverless Printing Infrastructure

With our centrally managed Direct IP printing platform, you'll eliminate all print servers and empower end users with mobile printing, secure release printing, and many advance features that legacy print management applications can't provide.

PrinterLogic SaaS: A true SaaS offering with multi-tenancy, uptime SLA, no VPN, no servers required
PrinterLogic Web Stack: Designed as a web app from the ground up, can be on-prem or cloud-hosted

Advanced Features

Advanced Reporting

Track all print/scan/copy activity across your organization

Secure Release Printing

Hold print jobs & release print jobs from any printer anywhere

Mobile Printing

Natively print from Chrome, Android, and iOS devices

VDI Printing

Deploy printers based on user ID, device location and/or name

CAC/PIV Support

Support multi-factor authentication systems for secure printing

EMR Printing

Centrally manage printer objects across your EMR server cluster



Self-Service Printer Installation Portal

Empower end-users to easily find and install printers without calling the service desk

97%

of customers are likely to recommend PrinterLogic

PrinterLogic.com

PrinterLogic

PrinterLogic On-Premise Print Driver Management Software

SKU	Description	Oklahoma Software Price	36-Month Lease	48-Month Lease	60-Month Lease
E-PI-M-CO-B-1000	EDU - Printer Installer - Maintenance - Core - Perpetual - Base - 1000	\$23,813.75	\$767.99	\$603.92	\$506.04
E-PI-M-CO-B-250	EDU - Printer Installer - Maintenance - Core - Perpetual - Base - 250	\$6,202.50	\$200.03	\$157.30	\$131.80
E-PI-M-CO-B-50	EDU - Printer Installer - Maintenance - Core - Perpetual - Base - 50	\$2,067.50	\$66.68	\$52.43	\$43.93
E-PI-M-CO-X-100	EDU - Printer Installer - Maintenance - Core - Perpetual - X-Pack - 100 (1000+ base required)	\$1,666.25	\$53.74	\$42.26	\$35.41
E-PI-M-CO-X-25	EDU - Printer Installer - Maintenance - Core - Perpetual - X-Pack - 25	\$1,033.75	\$33.34	\$26.22	\$21.97
E-PI-M-CO-X-50	EDU - Printer Installer - Maintenance - Core - Perpetual - X-Pack - 50 (250+ base required)	\$1,241.25	\$40.03	\$31.48	\$26.38
E-PI-M-MP-B-1000	EDU - Printer Installer - Maintenance - Mobile Printing Module - Perpetual - Base - 1000	\$7,087.50	\$228.57	\$179.74	\$150.61
E-PI-M-MP-B-250	EDU - Printer Installer - Maintenance - Mobile Printing Module - Perpetual - Base - 250	\$1,842.50	\$59.42	\$46.73	\$39.15
E-PI-M-MP-B-50	EDU - Printer Installer - Maintenance - Mobile Printing Module - Perpetual - Base - 50	\$520.00	\$16.77	\$13.19	\$11.05
E-PI-M-MP-X-100	EDU - Printer Installer - Maintenance - Mobile Printing Module - Perpetual - X-Pack - 100 (1000+ base required)	\$496.25	\$16.00	\$12.58	\$10.55
E-PI-M-MP-X-25	EDU - Printer Installer - Maintenance - Mobile Printing Module - Perpetual - X-Pack - 25	\$260.00	\$8.39	\$6.59	\$5.53
E-PI-M-MP-X-50	EDU - Printer Installer - Maintenance - Mobile Printing Module - Perpetual - X-Pack - 50 (250+ base required)	\$366.25	\$11.81	\$9.29	\$7.78
E-PI-M-PP-B-1000	EDU - Printer Installer - Maintenance - Pull Printing Module - Perpetual - Base - 1000	\$17,718.75	\$571.43	\$449.35	\$376.52
E-PI-M-PP-B-250	EDU - Printer Installer - Maintenance - Pull Printing Module - Perpetual - Base - 250	\$4,430.00	\$142.87	\$112.34	\$94.14
E-PI-M-PP-B-50	EDU - Printer Installer - Maintenance - Pull Printing Module - Perpetual - Base - 50	\$1,241.25	\$40.03	\$31.48	\$26.38
E-PI-M-PP-X-100	EDU - Printer Installer - Maintenance - Pull Printing Module - Perpetual - X-Pack - 100 (1000+ base required)	\$1,241.25	\$40.03	\$31.48	\$26.38
E-PI-M-PP-X-25	EDU - Printer Installer - Maintenance - Pull Printing Module - Perpetual - X-Pack - 25	\$620.00	\$20.00	\$15.72	\$13.18
E-PI-M-PP-X-50	EDU - Printer Installer - Maintenance - Pull Printing Module - Perpetual - X-Pack - 50 (250+ base required)	\$886.25	\$28.58	\$22.48	\$18.83
E-PI-P-CO-B-1000	EDU - Printer Installer - Perpetual - Core - Base - 1000	\$119,070.00	\$3,840.01	\$3,019.62	\$2,530.24
E-PI-P-CO-B-250	EDU - Printer Installer - Perpetual - Core - Base - 250	\$31,008.75	\$1,000.03	\$786.38	\$658.94
E-PI-P-CO-B-50	EDU - Printer Installer - Perpetual - Core - Base - 50	\$10,336.25	\$333.34	\$262.13	\$219.65
E-PI-P-CO-X-100	EDU - Printer Installer - Perpetual - Core - X-Pack - 100 (1000+ base required)	\$8,328.75	\$268.60	\$211.22	\$176.99
E-PI-P-CO-X-25	EDU - Printer Installer - Perpetual - Core - X-Pack - 25	\$5,168.75	\$166.69	\$131.08	\$109.84
E-PI-P-CO-X-50	EDU - Printer Installer - Perpetual - Core - X-Pack - 50 (250+ base required)	\$6,202.50	\$200.03	\$157.30	\$131.80
E-PI-P-MP-B-1000	EDU - Printer Installer - Perpetual - Mobile Printing Module - Base - 1000	\$35,437.50	\$1,142.86	\$898.70	\$753.05
E-PI-P-MP-B-250	EDU - Printer Installer - Perpetual - Mobile Printing Module - Base - 250	\$9,226.25	\$297.55	\$233.98	\$196.06
E-PI-P-MP-B-50	EDU - Printer Installer - Perpetual - Mobile Printing Module - Base - 50	\$2,587.50	\$83.45	\$65.62	\$54.98
E-PI-P-MP-X-100	EDU - Printer Installer - Perpetual - Mobile Printing Module - X-Pack - 100 (1000+ base required)	\$2,481.25	\$80.02	\$62.92	\$52.73
E-PI-P-MP-X-25	EDU - Printer Installer - Perpetual - Mobile Printing Module - X-Pack - 25	\$1,293.75	\$41.72	\$32.81	\$27.49
E-PI-P-MP-X-50	EDU - Printer Installer - Perpetual - Mobile Printing Module - X-Pack - 50 (250+ base required)	\$1,842.50	\$59.42	\$46.73	\$39.15
E-PI-P-PP-B-1000	EDU - Printer Installer - Perpetual - Pull Printing Module - Base - 1000	\$88,593.75	\$2,857.15	\$2,246.74	\$1,882.62
E-PI-P-PP-B-250	EDU - Printer Installer - Perpetual - Pull Printing Module - Base - 250	\$22,887.50	\$738.12	\$580.43	\$486.36
E-PI-P-PP-B-50	EDU - Printer Installer - Perpetual - Pull Printing Module - Base - 50	\$6,202.50	\$200.03	\$157.30	\$131.80
E-PI-P-PP-X-100	EDU - Printer Installer - Perpetual - Pull Printing Module - X-Pack - 100 (1000+ base required)	\$6,202.50	\$200.03	\$157.30	\$131.80
E-PI-P-PP-X-25	EDU - Printer Installer - Perpetual - Pull Printing Module - X-Pack - 25	\$3,100.00	\$99.98	\$78.62	\$65.88
E-PI-P-PP-X-50	EDU - Printer Installer - Perpetual - Pull Printing Module - X-Pack - 50 (250+ base required)	\$4,577.50	\$147.62	\$116.09	\$97.27
PI-M-CO-B-1000	Printer Installer - Maintenance - Core - Perpetual - Base - 1000	\$26,460.00	\$853.34	\$671.03	\$562.28
PI-M-CO-B-250	Printer Installer - Maintenance - Core - Perpetual - Base - 250	\$6,891.25	\$222.24	\$174.76	\$146.44
PI-M-CO-B-50	Printer Installer - Maintenance - Core - Perpetual - Base - 50	\$2,297.50	\$74.09	\$58.26	\$48.82
PI-M-CO-X-100	Printer Installer - Maintenance - Core - Perpetual - X-Pack - 100 (1000+ base required)	\$1,851.25	\$59.70	\$46.95	\$39.34
PI-M-CO-X-25	Printer Installer - Maintenance - Core - Perpetual - X-Pack - 25	\$1,148.75	\$37.05	\$29.13	\$24.41
PI-M-CO-X-50	Printer Installer - Maintenance - Core - Perpetual - X-Pack - 50 (250+ base required)	\$1,378.75	\$44.46	\$34.97	\$29.30
PI-M-EM-B-1000	Printer Installer - Maintenance - Core - Perpetual - EMR Base - 1000	\$8,820.00	\$284.45	\$223.68	\$187.43
PI-M-EM-B-250	Printer Installer - Maintenance - Core - Perpetual - EMR Base - 250	\$2,297.50	\$74.09	\$58.26	\$48.82
PI-M-EM-X-100	Printer Installer - Maintenance - Core - Perpetual - EMR X-Pack - 100 (1000+ base required)	\$617.50	\$19.91	\$15.66	\$13.12
PI-M-EM-X-50	Printer Installer - Maintenance - Core - Perpetual - EMR X-Pack - 50	\$460.00	\$14.84	\$11.67	\$9.78
PI-M-MP-B-1000	Printer Installer - Maintenance - Mobile Printing Module - Perpetual - Base - 1000	\$7,875.00	\$253.97	\$199.71	\$167.34
PI-M-MP-B-250	Printer Installer - Maintenance - Mobile Printing Module - Perpetual - Base - 250	\$2,047.50	\$66.03	\$51.92	\$43.51
PI-M-MP-B-50	Printer Installer - Maintenance - Mobile Printing Module - Perpetual - Base - 50	\$577.50	\$18.62	\$14.65	\$12.27
PI-M-MP-X-100	Printer Installer - Maintenance - Mobile Printing Module - Perpetual - X-Pack - 100 (1000+ base required)	\$551.25	\$17.78	\$13.98	\$11.71
PI-M-MP-X-25	Printer Installer - Maintenance - Mobile Printing Module - Perpetual - X-Pack - 25	\$288.75	\$9.31	\$7.32	\$6.14
PI-M-MP-X-50	Printer Installer - Maintenance - Mobile Printing Module - Perpetual - X-Pack - 50 (250+ base required)	\$407.50	\$13.14	\$10.33	\$8.66
PI-M-PP-B-1000	Printer Installer - Maintenance - Pull Printing Module - Perpetual - Base - 1000	\$19,687.50	\$634.92	\$499.28	\$418.36
PI-M-PP-B-250	Printer Installer - Maintenance - Pull Printing Module - Perpetual - Base - 250	\$4,922.50	\$158.75	\$124.83	\$104.60
PI-M-PP-B-50	Printer Installer - Maintenance - Pull Printing Module - Perpetual - Base - 50	\$1,378.75	\$44.46	\$34.97	\$29.30
PI-M-PP-X-100	Printer Installer - Maintenance - Pull Printing Module - Perpetual - X-Pack - 100 (1000+ base required)	\$1,378.75	\$44.46	\$34.97	\$29.30
PI-M-PP-X-25	Printer Installer - Maintenance - Pull Printing Module - Perpetual - X-Pack - 25	\$688.75	\$22.21	\$17.47	\$14.64
PI-M-PP-X-50	Printer Installer - Maintenance - Pull Printing Module - Perpetual - X-Pack - 50 (250+ base required)	\$985.00	\$31.77	\$24.98	\$20.93
PI-P-CO-B-1000	Printer Installer - Perpetual - Core - Base - 1000	\$132,300.00	\$4,266.68	\$3,355.13	\$2,811.38
PI-P-CO-B-250	Printer Installer - Perpetual - Core - Base - 250	\$34,453.75	\$1,111.13	\$873.75	\$732.14
PI-P-CO-B-50	Printer Installer - Perpetual - Core - Base - 50	\$11,485.00	\$370.39	\$291.26	\$244.06
PI-P-CO-X-100	Printer Installer - Perpetual - Core - X-Pack - 100 (1000+ base required)	\$9,253.75	\$298.43	\$234.68	\$196.64
PI-P-CO-X-25	Printer Installer - Perpetual - Core - X-Pack - 25	\$5,742.50	\$185.20	\$145.63	\$122.03
PI-P-CO-X-50	Printer Installer - Perpetual - Core - X-Pack - 50 (250+ base required)	\$6,891.25	\$222.24	\$174.76	\$146.44
PI-P-EM-B-1000	Printer Installer Core - Perpetual - EMR Base - 1000	\$44,100.00	\$1,422.23	\$1,118.38	\$937.13
PI-P-EM-B-250	Printer Installer Core - Perpetual - EMR Base - 250	\$11,485.00	\$370.39	\$291.26	\$244.06
PI-P-EM-X-100	Printer Installer Core - Perpetual - EMR X-Pack - 100 (1000+ base required)	\$3,085.00	\$99.49	\$78.24	\$65.56
PI-P-EM-X-50	Printer Installer Core - Perpetual - EMR X-Pack - 50 (250+ base required)	\$2,297.50	\$74.09	\$58.26	\$48.82
PI-P-MP-B-1000	Printer Installer - Perpetual - Mobile Printing Module - Base - 1000	\$39,375.00	\$1,269.84	\$998.55	\$836.72
PI-P-MP-B-250	Printer Installer - Perpetual - Mobile Printing Module - Base - 250	\$10,251.25	\$330.60	\$259.97	\$217.84
PI-P-MP-B-50	Printer Installer - Perpetual - Mobile Printing Module - Base - 50	\$2,875.00	\$92.72	\$72.91	\$61.09
PI-P-MP-X-100	Printer Installer - Perpetual - Mobile Printing Module - X-Pack - 100 (1000+ base required)	\$2,756.25	\$88.89	\$69.90	\$58.57
PI-P-MP-X-25	Printer Installer - Perpetual - Mobile Printing Module - X-Pack - 25	\$1,437.50	\$46.36	\$36.46	\$30.55
PI-P-MP-X-50	Printer Installer - Perpetual - Mobile Printing Module - X-Pack - 50 (250+ base required)	\$2,047.50	\$66.03	\$51.92	\$43.51
PI-P-PP-B-1000	Printer Installer - Perpetual - Pull Printing Module - Base - 1000	\$98,437.50	\$3,174.61	\$2,496.38	\$2,091.80
PI-P-PP-B-250	Printer Installer - Perpetual - Pull Printing Module - Base - 250	\$25,430.00	\$820.12	\$644.90	\$540.39
PI-P-PP-X-100	Printer Installer - Perpetual - Pull Printing Module - X-Pack - 100 (1000+ base required)	\$6,891.25	\$222.24	\$174.76	\$146.44
PI-P-PP-X-25	Printer Installer - Perpetual - Pull Printing Module - X-Pack - 25	\$3,445.00	\$111.10	\$87.37	\$73.21
PI-P-PP-X-50	Printer Installer - Perpetual - Pull Printing Module - X-Pack - 50 (250+ base required)	\$5,086.25	\$164.03	\$128.99	\$108.08

Brief

HP Access Control Printing Solutions

The more secure, controlled print environment



What if you could...

- Enhance the security of networked printers by easily authenticating devices and users?
- Offer mobile and remote workers, as well as print-reliant departments, the access and features they need?
- Allow users to easily authenticate at the device, using a near-field communications (NFC)-enabled phone or tablet?
- Increase the rate of return on infrastructure investments by tracking activity by device, user, and department?
- Cut print costs across the organization with rules-based printing and intelligent routing?
- Change user behavior without sacrificing convenience or security?
- Reduce server footprint with scalable, business-ready queue management?

Solution at a glance

Transform printing practices for a more efficient and secure environment. HP Access Control (HP AC) Printing Solutions makes it easy to monitor and control imaging and printing costs—and to collect and track data by device and user—to help establish more responsible behaviors, lower expenses, and eliminate unclaimed documents.

Part of HP JetAdvantage security solutions, HP AC Printing Solutions also help you provide print authentication, authorization, and secure pull-printing capabilities across your organization, and protect sensitive information with custom user controls and usage rights for accessing networked HP LaserJet and HP Officejet Pro printers and multifunction printers (MFPs). Help ensure streamlined practices by confirming the right devices are being used for the right jobs, and contribute to environmental goals by reducing paper usage. Minimize IT downtime and further cut costs with server consolidation and centralized system management.

When HP AC Printing Solutions are deployed through an HP Managed Print Services agreement, the solutions support HP single-function printers and MFPs, in addition to selected imaging and printing devices from Lexmark and Xerox.

Empower your workforce with increased security and efficiency

HP AC Secure Pull Printing

Enable users to send a print job to the network, and then release and retrieve it from any solution-enabled device. Pull printing enhances network security by allowing quick and easy authentication. This solution can also boost productivity and reduce waste by virtually eliminating unclaimed documents, streamlining print queues, and ensuring the right job gets to the right user. With the delegate pull printing features, users can authorize others to print jobs on their behalf. And the solution even allows mobile workers to access documents whenever and wherever it is most convenient.

HP AC Secure Authentication

Achieve a higher level of security in your networked imaging and printing environment, while providing convenient options for authentication that integrate with existing network credentials, including Lightweight Directory Access Protocol and Active Directory®. Increase document security by requiring simple user authentication—including alpha-numeric personal identification codes (PICs) or personal identification numbers (PINs)—prior to printing, copying, emailing, or scanning. If users forget their badge, PIN, or PIC, alternate

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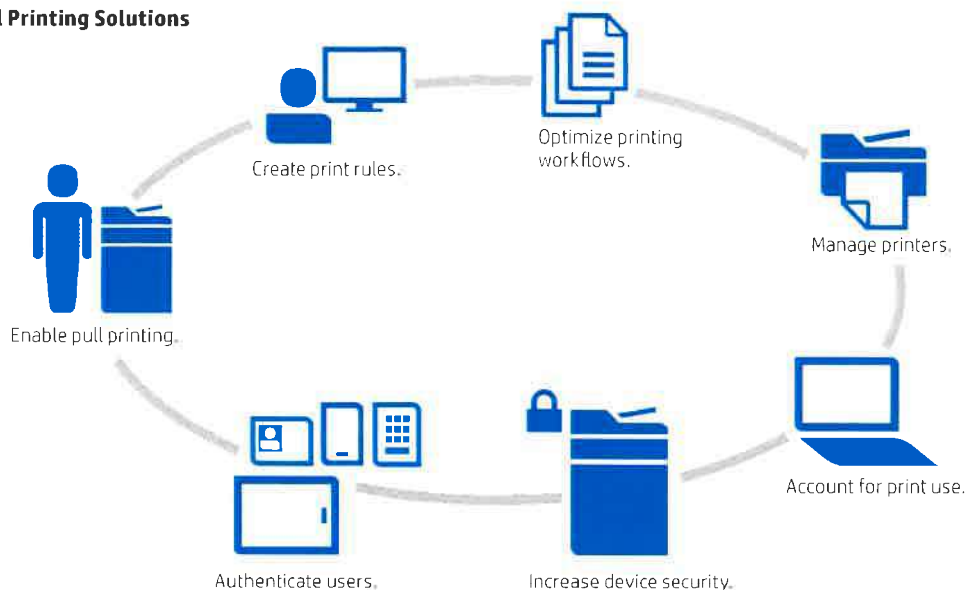
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HP Access Control Printing Solutions



authentication options allow them to access pull-printing capabilities by simply entering their Windows® credentials to authorize use. For organizations without Windows systems, HP AC offers non-Windows printing support that enables users to log in with up to three different kinds of alias credentials.

For additional flexibility, the touch-to-authenticate feature enables mobile users to authenticate and release jobs using an NFC-enabled smartphone or tablet directly at the NFC-enabled MFP. Limit printing rights and control access to your networked devices by using HP AC Secure Authentication together with HP AC Intelligent Rights Management, which also helps conserve resources and further reduce costs.

HP AC Mobile Release

Securely print from anywhere, anytime, using a smartphone, tablet, or other mobile device. HP AC Mobile Release makes it easy—users simply send a job to a specific queue, authenticate it remotely with their mobile device, preview the job list, and then select and release the job to print on any enabled device within the network.

HP AC Proximity Card Readers

Reduce the downtime associated with logins and lengthy passwords by using a single authentication solution that supports a wide variety of proximity card protocols. HP proximity card readers fit seamlessly into the Hardware Integration Pocket (HIP) to provide an elegant card reader placement on the front panel with no exterior cables. HP Access Control offers alternative forms of authentication including PIN, PIC, and mobile release.

Turn detailed information into a strong plan of action

HP AC Job Accounting

Track the use of devices and supplies, collect data, and then analyze the results to establish a plan for allocating print costs back to a specific department, group, or cost center. Help encourage smart printing behaviors, curb expenses and excessive printing, and optimally deploy devices across your organization. Further streamline imaging and printing practices by providing IT staff members with the information they need to ensure the right devices are being used for the right jobs. Use the HP AC Job Accounting Reporting Tool—along with the in-printer agent—to deliver precise, customizable reports to address specific questions and concerns about usage.

Slash costs by transforming your print culture

HP AC Intelligent Print Management

Create a smarter way to manage output and apply custom printing rules to help your organization meet its financial goals and internal compliance needs. HP AC Intelligent Print Management gives you what you need to efficiently adapt to any printing policy change—establish a set of printing conditions, initiate actions based on these conditions, and then deliver convenient user notifications. Adhere to environmental initiatives by conserving energy and supplies, and restrict color printing only to those who

need it. Automatic job routing balances device use. Web, pop-up, or email notifications help illustrate print job costs to users so they better understand their overall impact.

HP AC Intelligent Rights Management

Bring efficiency and accountability to your imaging and printing environment. Reflect the actual needs of your organization by limiting or expanding device functionality and access. HP AC Intelligent Rights Management helps you assign custom access codes and device functionality to individual workers for faxing, copying, and scanning. Record usage details and route the data to your secure server. Then, use the results to apply policies that enforce security goals and reduce costs company-wide.

HP AC Enterprise Spooler

Enable high server availability, potentially reduce your server amount, and easily adapt to existing enterprise failover methods. The HP AC Enterprise Spooler helps businesses conserve resources and curb energy consumption by consolidating servers to reduce server footprint with reliable, scalable queue management.

A scalable approach to meet your specific needs

HP AC Express

A feature-rich, lower-cost solution, HP AC Express delivers secure pull printing, authentication, job accounting, and rights management for HP and specific Xerox and Lexmark devices.

HP AC Enterprise

Comprising the full suite of HP AC solutions, HP AC Enterprise delivers print authentication, auditing, authorization, accounting, and pull printing for HP and specific Xerox and Lexmark devices.

HP AC offerings comparison

	HP AC Mobile Release*	HP AC Express	HP AC Enterprise
HP AC Secure Pull Printing			
Secure Pull Print Express	No	Yes	Yes
Secure Pull Print Enterprise	No	No	Yes
HP AC Secure Authentication			
PIN, PIC, Proximity	No	Yes	Yes
Mobile Release	Yes	Yes	Yes
HP AC Job Accounting			
Job Tracking	No	Yes, up to 50 users per device	Yes, up to 50 users per device
Job Accounting	No	Yes	Yes
Full Reporting (300+ reports)	No	Yes	Yes
Policy			
Intelligent Print Management	No	No	Yes
Intelligent Rights Management	No	Yes	Yes
Other			
Encryption	No	No	Yes
Roaming	No	No	Yes
Enterprise Spooler	No	No	Yes

*Mobile Release is available through select market channels.



HP at work

When a large pharmaceutical company started to notice signs of an unmanaged print environment—confidential documents left exposed at the printer and employees resisting the steps to complicated authorization—it turned to HP. HP AC Printing Solutions successfully reined in both the risk and resistance. Now only authorized employees can retrieve jobs at the device—or delegate specific users to send and retrieve print jobs for them—while end-to-end data encryption provides an extra layer of protection. Plus, employees get what they need without the hassle because the simple badge authorization is easy and stress-free.

Why buy HP?

HP has the expertise to identify and integrate innovative solutions—for companies of any size—to help meet their complex business needs. As a global technology leader, HP offers financial stability and scale to improve IT value, enabling customers in major industries to become more cost-effective, efficient, secure, and sustainable.

Get started

Contact your local HP representative or reseller to:

- Set up a workshop with HP to assess your specific business needs
- Establish a plan to implement the best solution for today and into the future
- Identify an environmental approach that can help your company save money

Learn more at
hp.com/go/hpac

HP three-part approach

HP and our partners work with you to assess, deploy, and manage an imaging and printing environment tailored to meet your business needs, while helping you reduce costs, conserve resources, and simplify document-intensive processes.

Optimize infrastructure

We can help you achieve a balance between your total cost of printing and your needs for user convenience and productivity.

Manage environment

Working together, we can help you maintain your optimized infrastructure while improving business efficiency and tightening security.

Improve workflow

By streamlining your document-intensive processes, we can help you deliver a more efficient environment for capturing, managing, and sharing information.

Sign up for updates
hp.com/go/getupdated



Share with colleagues



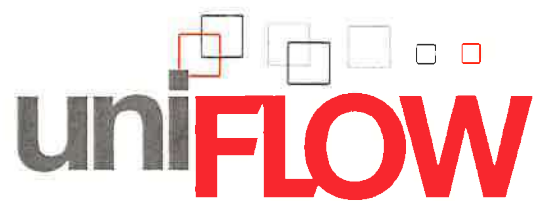
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4AA4-5359ENW, August 2014, Rev. 3





ONE PLATFORM

For all your print, scan and
device management

www.uniflow.global

Manage all printing & scanning with one single platform

uniFLOW is open, modular and configurable so it can be adapted to meet specific needs of different businesses: large corporations, small offices, educational establishments, local government and on-site print rooms.

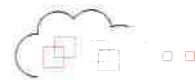
One...

- System for the business to learn
- System to backup
- Set of users, rules and security permissions
- Report for all office and print room printing costs
- Client application for managing office and print room jobs

... Platform

- One integrated platform for all your print, scan and device management
- Scalable to any size to provide flexibility regardless of your business type
- Modular architecture to allow the benefits of uniFLOW to be extended into other parts of your business
- Device independent platform allowing you to easily integrate a mixed fleet of devices





Hybrid - Connect to the cloud

uniFLOW's hybrid technology is bridging the gap to the future by combining cloud and on-premise technology. Organizations that want to move to the cloud can deploy uniFLOW Online in locations which are cloud-ready, but they have the possibility to still deploy on-premise servers in locations where migration to the cloud is not yet possible. By connecting uniFLOW server to uniFLOW Online all locations, cloud and server, are managed centrally in uniFLOW Online and are licensed under one single subscription model.

Future-oriented IT

With uniFLOW the power of local servers can still be used, while the connection to uniFLOW Online locations offers fast and easy scalability options without the need to add additional servers.

Fit-for-purpose

Fit for everyday use, organizations can mix and match server and cloud sites with uniFLOW. Temporary locations can be integrated quickly as cloud site, providing a secure print and scan environment across all locations.

Tailor-made enhanced security

A uniFLOW server can be placed in high security areas or where documents are scanned to internal DMS systems. In cloud-only locations, Windows print jobs do not leave the company network, thanks to uniFLOW SmartClient.

Cost benefits

For growing companies, making highly accurate growth projections to scale on-premises infrastructure can be risky and expensive. uniFLOW leverages legacy IT investments and marry them with cloud resources, enabling flexible scalability while saving costs.

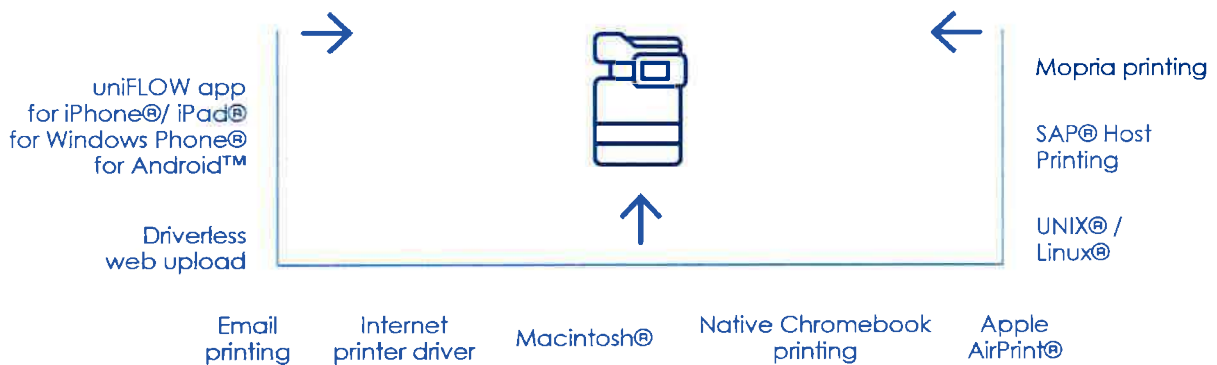


Print your confidential documents securely

uniFLOW's secure printing functionality allows users to send sensitive documents to network printers from desktop and mobile devices. Documents will only be printed when the user is physically standing at the device. This makes uniFLOW a powerful software application which maximizes security while increasing business productivity.

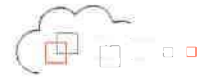
Print from anywhere

uniFLOW allows users to print securely wherever they are working so they can print from their desktop PC, a host-based system such as SAP® or their mobile phone. Regardless of how a print job is submitted, all users' jobs will be held securely in their personal print queue.



One driver for all – The uniFLOW Universal Driver

As users can choose any network device from which to print their documents, regardless of model or manufacturer, the uniFLOW Universal Driver always ensures correct output as expected. This reduces user dissatisfaction when printing and saves costs by cutting waste. The uniFLOW Universal Driver can reroute print jobs to any available server, should the designated uniFLOW server be offline, guaranteeing continuity.



Flexible identification at the device

Access to devices is easily controlled with uniFLOW. Users can choose from multiple identification options e.g. card login, username/ password, PIN code, job code and anonymous login to securely release print jobs from their personal secure print queues. Users can also be granted different access rights to various functions depending on their job role.

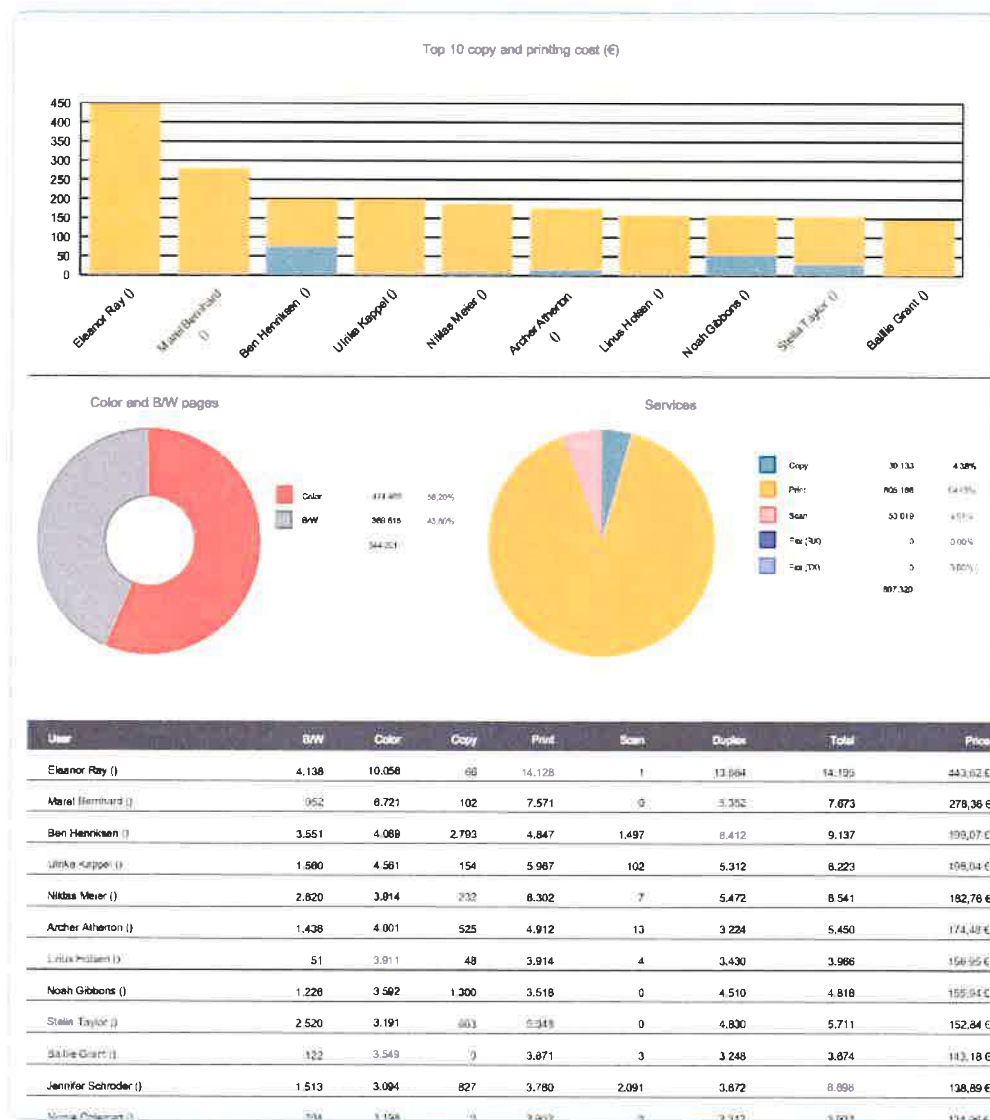
Release to any device

All print jobs are stored in a user's personal secure queue until they are released at the printer of their choice which can be any printer within the organization's printer network. Embedded applets are available for various Canon small and large format devices and selected devices from Konica Minolta, Xerox, Sharp, Lexmark, Brother, EPSON and OKI amongst others. Users can select which of their print jobs to release from a list displayed directly on the device screen. For last minute changes, users can also change finishing options directly at the device. In the absence of an embedded platform, users can use devices connected via microMIND or the uniFLOW Release Station which is a device-independent touch screen terminal or users can use their smartphones and tablets to release jobs securely.



Integrated cost tracking and accounting

All organizations need to understand how their printing budget is being spent in order to control costs and reduce waste. uniFLOW allows organizations to track, assess and charge back all printing, copying, scanning and faxing costs on any connected device so that costs can be allocated to departments or specific projects correctly.





Multi-level cost centers

uniFLOW allows organizations to assign costs to multi-level cost centers. When sending a job to print, a popup screen can appear on the user's PC allowing them to select which cost center to charge the job to. Cost centers can also be displayed on the screen of the MFD.

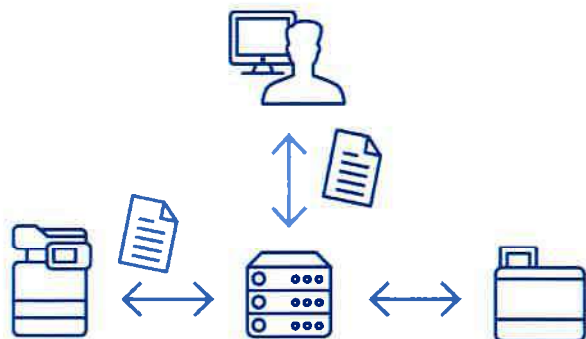


Track cost savings and environmental impact

Organizations can easily monitor savings made through improved printing practices e.g. deleting secure print jobs that have not been printed. With this information, better printing rules can be established and a return on the original investment, based on using a managed printing system, can be realized. By being able to accurately monitor usage and savings, uniFLOW can also illustrate how many trees or how many grams of CO2 have been saved by not having printed some jobs. These reports can show how an organization has reduced its environmental impact.

Route jobs to the most cost-effective device

uniFLOW can facilitate improved printing practices by redirecting jobs appropriately so only small print jobs are routed to laser printers whilst larger jobs are rerouted to the cheaper and faster MFDs. Very large print tasks can even be rerouted to the central print room.



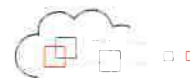
Create intelligent document processes

With uniFLOW, users can scan documents directly from both the Canon ImageRUNNER ADVANCE DX devices and Canon imageFORMULA network/document scanners into appropriate business processes defined according to needs. The lean, intuitive user interface and secure personalized scan workflows facilitate immediate gains in productivity.

Personalized scan workflows

Users will usually have different scanning requirements depending on their job role. Using the integrated Advanced Workflow Editor, administrators can decide exactly what should happen when users scan a document. The administrator can also grant different access rights to workflows for single users and groups. These workflows follow users around the organization.





Process all captured information

uniFLOW's powerful scan engine can process documents using a highly accurate OCR to extract information from the document. Users can automatically pre-fill index information or convert documents to different formats such as Microsoft Word. In addition, features such as high compression of scanned files and blank page recognition enable new and more efficient workflows to be integrated into daily document processes.

Distribute to where it is needed

Once captured and processed, users can easily distribute documents to a variety of destinations including Microsoft SharePoint™/ SharePoint™ Online, Therefore™/ Therefore™ Online, RightFax, iManage Work or Hyland OnBase® as well as to popular cloud-based destinations such as Microsoft OneDrive™/ OneDrive® for Business, Google Drive™ or Dropbox.



Cloud destinations

Box • Dropbox • Evernote®
Google Drive™
Microsoft OneDrive®
Microsoft OneDrive® for Business
Microsoft SharePoint® Online
NetDocuments • Therefore™ Online



Standard

Email • Folder • FTP
Microsoft Exchange • WebDAV



DMS/ ECM-systems

AFAS VIA/ SBT • Biscorn Faxcom
Anywhere® • CMIS Content Worker
DMSforLegal • Everlal
Hyland OnBase®
iManage Work • Kivi Laserfiche
Lexis Affinity™ • M-Files
Microsoft SharePoint® • NEDAP Ons
OpenText Content Server
OpenText RightFax • Peppermint CX
PlanCare • Square9 GlobalSearch
Therefore™ • Vitec Next
XMedius • XPLAN YouForce

Send print jobs from any location

Printing requirements extend far beyond the simple “file, print” via desktop PCs. Today’s business processes change rapidly therefore flexibility is essential as far as document handling is concerned. Converging consumer and business technology has driven a “bring your own device” revolution allowing employees to work anywhere, at any time and on any device.

Easy submission from smartphone or tablet

Independent of their location, users can use their smartphones or tablets to submit and release their print jobs in a secure and managed way. Regardless of which method a user chooses to submit a job, it will appear in their personal secure print queue and be accounted for, charged and managed correctly. Users are even able to register multiple email addresses, allowing them to submit jobs from personal as well as work email accounts.

uniFLOW mobile apps

With the uniFLOW app available for iPad®/iPhone®, Android™ and Windows Phone® users are able to print from any location, both within or outside the company network. The uniFLOW mobile print application brings enterprise level print management functionality to user's smartphones.

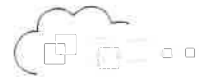
Scan the QR code for releasing your prints



View your current
queued print jobs



Android is a trademark of Google Inc.
iPod® iPhone® are trademarks of Apple Inc.
registered in the U.S. and other countries
Windows Phone is a registered trademark
of Microsoft Corporation in the United
States and other countries



Email and guest printing

Many businesses host visitors and/or have temporary staff working on the premises. Temporary users and guests can also submit print jobs from their smartphones or tablets by simply sending the documents they want to print to a specific email address. The guest/temporary user will then receive an email containing a temporary job code for authentication at the device offering an easy way to print presentations or other documents needed for meetings.

Native Chromebook™ printing support

uniFLOW provides native printing for Chrome OS Chromebook users, which allows users to experience secure printing in enterprise and educational environments.

Certified Mopria support

The Mopria support allows Android users to now enjoy the benefits of uniFLOW secure printing, and release jobs seamlessly to Mopria certified devices. After installing the 'Mopria Print Service' app on their Android device, users can simply print, select the required finishing options, and release the job on any connected uniFLOW printer. Of course, all printing is tracked and accounted to the right user.

Certified Apple AirPrint® support

The uniFLOW Service for AirPrint provides secure printing from iPad®/ iPhone® and Mac® devices. Businesses can benefit from app-free printing and accounting for all Apple™ devices integrated within the company network. Users can easily submit their print jobs to uniFLOW using Apple AirPrint and, if required, even change the finishing options directly on their device before submitting the job.



Gain full system control

uniFLOW can monitor an entire print fleet so organizations have an overview of every device. Any changes in a device's status, such as errors, will be highlighted automatically which will trigger notifications in workflows. uniFLOW can ensure full control of the printing fleet by preventing unauthorized use of devices. Where access is granted, all usage can be recorded for later reporting and auditing.

Function control

uniFLOW can prevent unauthorized use of the devices as users can be granted different access rights to use various functions depending on their job role. Where access is granted, all usage of the device is recorded for later reporting.

Device auditing using Canon's iW SAM Express

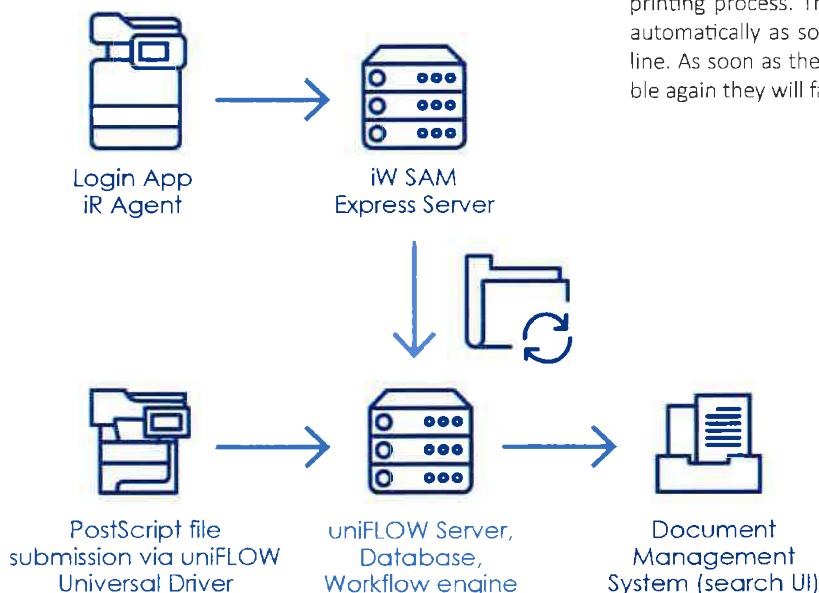
With tight integration between uniFLOW and Canon iW SAM Express, organizations can easily record and archive all device activities such as print, scan, fax, copy and email. Each time an activity is carried out on a MFD, the text and image data plus login information can be documented to facilitate a thorough auditing process.

Device status monitoring and notifications

uniFLOW allows organizations to monitor the status of the entire print fleet enabling control to be maintained of all devices. The solution allows the administrator to have an instant overview of every device in every location, including media and toner levels. The system can be configured to send out change of device status notifications. Customized workflows can be created for a range of status changes e.g. device error, out of paper or out of toner.

Device failover

When operating in a CRQM (collective release queue management) environment, Canon MEAP devices automatically re-connect to any available server in the CRQM collective in case of a server failure, guaranteeing continuity of the printing process. The connection to another server occurs automatically as soon as the devices' "main" server is offline. As soon as the devices' "main" server becomes available again they will fall back into the initial connection.





Maximize the benefits of an in-house print room

uniFLOW is capable of managing the office printing requirements across an entire organization and the print room with just a single application. uniFLOW's CRD module can manage the entire range of print room tasks e.g. from submission to job in take, from document make ready to production.

Easy submission of jobs to the print room

Printing requests are often sent to the print room with ambiguous instructions. With uniFLOW Job Ticketing, users send print jobs directly from their PC to the print room in an efficient and standardized manner, having followed a few simple steps to complete a digital job ticket.

Central management of print room jobs

When print orders are received, operators can check, schedule and prepare them. Each operator can be assigned their own print queues and printers. Operators can easily drag and drop jobs into print queues or send each one to a device. Settings specified in job tickets are automatically matched with the printer settings, meaning no manual intervention is required to complete orders. All print jobs can be archived in a central library for later retrieval and reprinting.

Web-based document make ready

The integrated web-based make ready function (PrePrint) provides a full document preview with easy to use page layout and editing tools. This tool reduces time spent on job preparation and improves accuracy to provide a good quality end product.

JOB TICKET for CRD Vistguide_Birmingham_24p.pdf

Paper format:	A5	Color / B/W:	Color	Page Count:	24	Price:	288.00	Copy Count:	100
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General Job Settings

Delivery Time: 18 . 03 . 2013 00 : 00

Standard cost center: MKT - Marketing

Printer Options


Page Ranges	Media Types
(-) 1-24	Normal
	30g
	White

Duplex: Long Edge

Staple: Left Upper

Hole Punch: No Hole Punch

Color Print: Automatically



Improve network security

To prevent unauthorized use of devices and keep valuable and confidential information safe, uniFLOW requires users to identify themselves at a device. This keeps confidential documents out of the wrong hands.



Improve office productivity

Employee productivity can be greatly enhanced by providing mobile printing facilities and allowing users to print where they need it.



Control and reduce costs

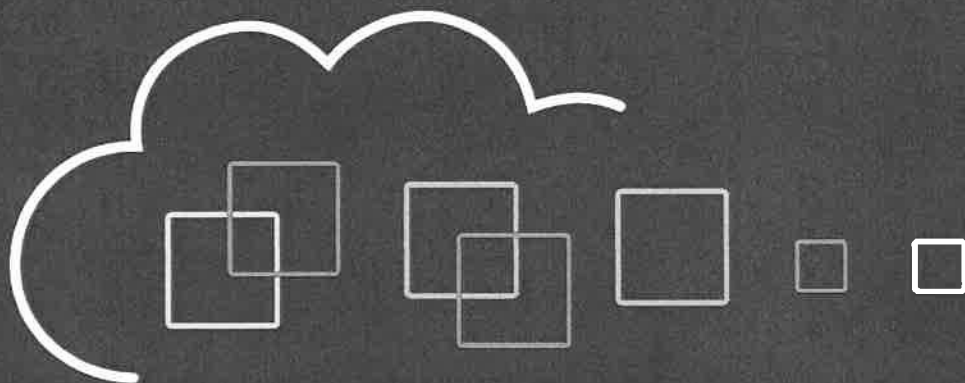
Using the built-in reporting system, organizations can track and analyze printing, copying, faxing and scanning usage, allowing internal costs to be charged back correctly and current usage audited. Routing of jobs results in immediate savings and increased efficiency.



Help save the environment

uniFLOW can provide the analysis to help implement an environmental printing strategy, saving valuable resources and improving environmental performance.





www.uniflow.global
www.uniflowonline.com

Workgroup Edition (50 Users - Concurrent)

SKU	Description	Oklahoma Software Price	36-Month Lease	48-Month Lease	60-Month Lease
3575B792AA	Cloud Print & Scan, Type 1, 1-9 devices	\$ 31.11	\$1.00	\$0.79	\$0.66
3575B806AA	Cloud Print & Scan, Type 1, 10-24 devices	\$ 17.78	\$0.57	\$0.45	\$0.38
3575B807AA	Cloud Print & Scan, Type 1, 25-49 devices	\$ 13.33	\$0.43	\$0.34	\$0.28
3575B808AA	Cloud Print & Scan, Type 1, 50-74 devices	\$ 12.00	\$0.39	\$0.30	\$0.26
3575B809AA	Cloud Print & Scan, Type 1, 75-99 devices	\$ 10.67	\$0.34	\$0.27	\$0.23
3575B810AA	Cloud Print & Scan, Type 1, 100-149 devices	\$ 9.78	\$0.32	\$0.25	\$0.21
3575B811AA	Cloud Print & Scan, Type 1, 150-199 devices	\$ 9.33	\$0.30	\$0.24	\$0.20
3575B812AA	Cloud Print & Scan, Type 1, 200-249 devices	\$ 8.89	\$0.29	\$0.23	\$0.19
3575B813AA	Cloud Print & Scan, Type 1, 250-499 devices	\$ 8.44	\$0.27	\$0.21	\$0.18
3575B814AA	Cloud Print & Scan, Type 1, 500-999 devices	\$ 8.00	\$0.26	\$0.20	\$0.17
3575B815AA	Cloud Print & Scan, Type 1, 1,000-1,999 devices	\$ 7.56	\$0.24	\$0.19	\$0.16
3575B816AA	Cloud Print & Scan, Type 1, 2,000-2,999 devices	\$ 7.11	\$0.23	\$0.18	\$0.15
3575B817AA	Cloud Print & Scan, Type 1, 3,000+ devices	\$ 6.67	\$0.22	\$0.17	\$0.14
3575B831AA	Cloud Print & Scan, Type 2, 1-9 devices	\$ 15.84	\$0.51	\$0.40	\$0.34
3575B832AA	Cloud Print & Scan, Type 2, 10-24 devices	\$ 11.88	\$0.38	\$0.30	\$0.25
3575B833AA	Cloud Print & Scan, Type 2, 25-49 devices	\$ 9.27	\$0.30	\$0.24	\$0.20
3575B834AA	Cloud Print & Scan, Type 2, 50-74 devices	\$ 8.34	\$0.27	\$0.21	\$0.18
3575B835AA	Cloud Print & Scan, Type 2, 75-99 devices	\$ 7.51	\$0.24	\$0.19	\$0.16
3575B836AA	Cloud Print & Scan, Type 2, 100-149 devices	\$ 6.76	\$0.22	\$0.17	\$0.14
3575B837AA	Cloud Print & Scan, Type 2, 150-199 devices	\$ 6.08	\$0.20	\$0.15	\$0.13
3575B838AA	Cloud Print & Scan, Type 2, 200-249 devices	\$ 5.78	\$0.19	\$0.15	\$0.12
3575B839AA	Cloud Print & Scan, Type 2, 250-499 devices	\$ 5.49	\$0.18	\$0.14	\$0.12
3575B840AA	Cloud Print & Scan, Type 2, 500-999 devices	\$ 5.21	\$0.17	\$0.13	\$0.11
3575B841AA	Cloud Print & Scan, Type 2, 1,000-1,999 devices	\$ 4.95	\$0.16	\$0.13	\$0.11
3575B842AA	Cloud Print & Scan, Type 2, 2,000-2,999 devices	\$ 4.70	\$0.15	\$0.12	\$0.10
3575B843AA	Cloud Print & Scan, Type 2, 3,000+ devices	\$ 4.47	\$0.14	\$0.11	\$0.09
3575B818AA	Cloud Image Processing, Type 1, 1-9 devices	\$ 34.22	\$1.10	\$0.87	\$0.73
3575B819AA	Cloud Image Processing, Type 1, 10-24 devices	\$ 19.56	\$0.63	\$0.50	\$0.42
3575B820AA	Cloud Image Processing, Type 1, 25-49 devices	\$ 14.67	\$0.47	\$0.37	\$0.31
3575B821AA	Cloud Image Processing, Type 1, 50-74 devices	\$ 13.20	\$0.43	\$0.33	\$0.28
3575B822AA	Cloud Image Processing, Type 1, 75-99 devices	\$ 11.73	\$0.38	\$0.30	\$0.25
3575B823AA	Cloud Image Processing, Type 1, 100-149 devices	\$ 10.76	\$0.35	\$0.27	\$0.23
3575B824AA	Cloud Image Processing, Type 1, 150-199 devices	\$ 10.27	\$0.33	\$0.26	\$0.22
3575B825AA	Cloud Image Processing, Type 1, 200-249 devices	\$ 9.78	\$0.32	\$0.25	\$0.21
3575B826AA	Cloud Image Processing, Type 1, 250-499 devices	\$ 9.29	\$0.30	\$0.24	\$0.20
3575B827AA	Cloud Image Processing, Type 1, 500-999 devices	\$ 8.80	\$0.28	\$0.22	\$0.19
3575B828AA	Cloud Image Processing, Type 1, 1,000-1,999 devices	\$ 8.31	\$0.27	\$0.21	\$0.18
3575B829AA	Cloud Image Processing, Type 1, 2,000-2,999 devices	\$ 7.82	\$0.25	\$0.20	\$0.17
3575B830AA	Cloud Image Processing, Type 1, 3,000+ devices	\$ 7.33	\$0.24	\$0.19	\$0.16
3575B793AA	Cloud Image Processing, Type 2, 1-9 devices	\$ 17.11	\$0.55	\$0.43	\$0.36
3575B794AA	Cloud Image Processing, Type 2, 10-24 devices	\$ 9.78	\$0.32	\$0.25	\$0.21
3575B795AA	Cloud Image Processing, Type 2, 25-49 devices	\$ 7.33	\$0.24	\$0.19	\$0.16
3575B796AA	Cloud Image Processing, Type 2, 50-74 devices	\$ 6.60	\$0.21	\$0.17	\$0.14
3575B797AA	Cloud Image Processing, Type 2, 75-99 devices	\$ 5.87	\$0.19	\$0.15	\$0.12
3575B798AA	Cloud Image Processing, Type 2, 100-149 devices	\$ 5.38	\$0.17	\$0.14	\$0.11
3575B799AA	Cloud Image Processing, Type 2, 150-199 devices	\$ 5.13	\$0.17	\$0.13	\$0.11
3575B800AA	Cloud Image Processing, Type 2, 200-249 devices	\$ 4.89	\$0.16	\$0.12	\$0.10
3575B801AA	Cloud Image Processing, Type 2, 250-499 devices	\$ 4.64	\$0.15	\$0.12	\$0.10
3575B802AA	Cloud Image Processing, Type 2, 500-999 devices	\$ 4.40	\$0.14	\$0.11	\$0.09
3575B803AA	Cloud Image Processing, Type 2, 1,000-1,999 devices	\$ 4.16	\$0.13	\$0.11	\$0.09
3575B804AA	Cloud Image Processing, Type 2, 2,000-2,999 devices	\$ 3.91	\$0.13	\$0.10	\$0.08
3575B805AA	Cloud Image Processing, Type 2, 3,000+ devices	\$ 3.67	\$0.12	\$0.09	\$0.08

3575B504AA	MiCard PLUS SC	\$ 210.00	\$6.77	\$5.33	\$4.46
3575B624AA	MiCard PLUS-2 V2 SC	\$ 270.00	\$8.71	\$6.85	\$5.74
3575B492AA	MiCard v3 Multi SC- 1-9 Readers	\$ 300.00	\$9.68	\$7.61	\$6.38
3575B493AA	MiCard v3 Multi SC- 10-24 Readers	\$ 280.00	\$9.03	\$7.10	\$5.95
3575B494AA	MiCard v3 Multi SC- 25-49 Readers	\$ 270.00	\$8.71	\$6.85	\$5.74
3575B495AA	MiCard v3 Multi SC- 50-99 Readers	\$ 250.00	\$8.06	\$6.34	\$5.31
3575B496AA	MiCard v3 Multi SC- 100-249 Readers	\$ 240.00	\$7.74	\$6.09	\$5.10
3575B497AA	MiCard v3 Multi SC- 250+ Readers	\$ 230.00	\$7.42	\$5.83	\$4.89
3575B773AA	MiCard MultiTech4-PI	\$ 290.00	\$9.35	\$7.35	\$6.16
3575B848AA	MiCard MultiTech4-P BLE (45 cm cable)	\$ 340.00	\$10.97	\$8.62	\$7.23
3575B052AA	MiCard Magnetic Card Reader - 1-9 Readers	\$ 160.00	\$5.16	\$4.06	\$3.40
3575B053AA	MiCard Magnetic Card Reader - 10-24 Readers	\$ 160.00	\$5.16	\$4.06	\$3.40
3575B054AA	MiCard Magnetic Card Reader - 25-49 Readers	\$ 150.00	\$4.84	\$3.80	\$3.19
3575B435AA	uniFLOW Release Station [Touch Only]	\$ 800.00	\$25.80	\$20.29	\$17.00
3575B457AA	uniFLOW Release Station with MiCard Plus	\$ 970.00	\$31.28	\$24.60	\$20.61
3575B458AA	uniFLOW Release Station with MiCard Multi v3	\$ 970.00	\$31.28	\$24.60	\$20.61
3575B460AA	uniFLOW Release Station with MiCard HID	\$ 970.00	\$31.28	\$24.60	\$20.61
3575B349AA	microMIND v2 - 1 Unit	\$ 220.00	\$7.10	\$5.58	\$4.68
3575B078AA	MIFARE Card - 10 Pack	\$ 85.00	\$2.74	\$2.16	\$1.81
3575B077AA	Legic Card - 10 Pack	\$ 140.00	\$4.52	\$3.55	\$2.98
3575B204AA	Magnetic Card - 10 Pack	\$ 30.00	\$0.97	\$0.76	\$0.64
3575B203AA	HID Card - 10 Pack	\$ 150.00	\$4.84	\$3.80	\$3.19
3575B508AA	USB Extension Cable for MiCard Readers (140cm/55inches)	\$ 10.00	\$0.32	\$0.25	\$0.21
UFSA-1	UniFLOW Online Support - 1 Year	20% of SW List Price			
UFSA-2	UniFLOW Online Support - 2 Year	40% of SW List Price			
UFSA-3	UniFLOW Online Support - 3 Year	60% of SW List Price			
UFSA-4	UniFLOW Online Support - 4 Year	80% of SW List Price			
UFSA-5	UniFLOW Online Support - 5 Year	100% of SW List Price			

UniFLOW OnPrem for Education						
SKU	Description	SA Points	Oklahoma Software Price	36-Month Lease	48-Month Lease	60-Month Lease
3575B775AA	uniFLOW Education Secure Print Device License 1-9	4	\$ 300.00	\$ 9.68	\$ 7.61	\$ 6.38
3575B776AA	uniFLOW Education Secure Print Device License 10-24	4	\$ 230.00	\$ 7.42	\$ 5.83	\$ 4.89
3575B777AA	uniFLOW Education Secure Print Device License 25-49	4	\$ 220.00	\$ 7.10	\$ 5.58	\$ 4.68
3575B778AA	uniFLOW Education Secure Print Device License 50-99	4	\$ 165.00	\$ 5.32	\$ 4.18	\$ 3.51
3575B779AA	uniFLOW Education Secure Print Device License 100-199	4	\$ 130.00	\$ 4.19	\$ 3.30	\$ 2.76
3575B780AA	uniFLOW Education Secure Print Device License 200-499	4	\$ 110.00	\$ 3.55	\$ 2.79	\$ 2.34
3575B781AA	uniFLOW Education Secure Print Device License 500+	4	\$ 100.00	\$ 3.23	\$ 2.54	\$ 2.13
3575B784AA	uniFLOW Education Scan Addition Device License 1-9	6	\$ 280.00	\$ 9.03	\$ 7.10	\$ 5.95
3575B785AA	uniFLOW Education Scan Addition Device License 10-24	6	\$ 240.00	\$ 7.74	\$ 6.09	\$ 5.10
3575B786AA	uniFLOW Education Scan Addition Device License 25-49	6	\$ 200.00	\$ 6.45	\$ 5.07	\$ 4.25
3575B788AA	uniFLOW Education Scan Addition Device License 50-99	6	\$ 180.00	\$ 5.81	\$ 4.56	\$ 3.83
3575B749AA	uniFLOW Education Scan Addition Device License 100-199	6	\$ 140.00	\$ 4.52	\$ 3.55	\$ 2.98
3575B750AA	uniFLOW Education Scan Addition Device License 200-499	6	\$ 130.00	\$ 4.19	\$ 3.30	\$ 2.76
3575B751AA	uniFLOW Education Scan Addition Device License 500+	6	\$ 120.00	\$ 3.87	\$ 3.04	\$ 2.55
3575B782AA	uniFLOW Education Secure Print Device License for CMFP	2	\$ 142.00	\$ 4.58	\$ 3.60	\$ 3.02
3575B783AA	uniFLOW Education Secure Print Device License for SFP	1	\$ 94.00	\$ 3.03	\$ 2.38	\$ 2.00
3575B763AA	uniFLOW SPP Device License for PlotWave/ColorWave Printers Low Volume	4	\$ 600.00	\$ 19.35	\$ 15.22	\$ 12.75
3575B764AA	uniFLOW SPP Device License for PlotWave/ColorWave Printers Mid Volume	6	\$ 725.00	\$ 23.38	\$ 18.39	\$ 15.41
3575B765AA	uniFLOW Education SPP Device License for Canon varioPRINT 1 Device	4	\$ 450.00	\$ 14.51	\$ 11.41	\$ 9.56
3575B752AA	uniFLOW Education SPP Device License for Xerox 1 Device	4	\$ 540.00	\$ 17.42	\$ 13.69	\$ 11.48
3575B753AA	uniFLOW Education SPP Device License for Hewlett-Packard 1 Device	4	\$ 540.00	\$ 17.42	\$ 13.69	\$ 11.48
3575B754AA	uniFLOW Education SPP Device License for Konica Minolta 1 Device	4	\$ 540.00	\$ 17.42	\$ 13.69	\$ 11.48
3575B755AA	uniFLOW Education SPP Device License for Samsung 1 Device	4	\$ 540.00	\$ 17.42	\$ 13.69	\$ 11.48
3575B756AA	uniFLOW Education SPP Device License for OKI 1 Device	4	\$ 540.00	\$ 17.42	\$ 13.69	\$ 11.48
3575B757AA	uniFLOW Education SPP Device License for Brother 1 Device	4	\$ 540.00	\$ 17.42	\$ 13.69	\$ 11.48
3575B758AA	uniFLOW Education SPP Device License for Lexmark 1 Device	4	\$ 540.00	\$ 17.42	\$ 13.69	\$ 11.48
3575B759AA	uniFLOW Education SPP Device License for Sharp 1 Device	4	\$ 540.00	\$ 17.42	\$ 13.69	\$ 11.48
3575B761AA	uniFLOW Education Scan Device License for ScanFront	4	\$ 315.00	\$ 10.16	\$ 7.99	\$ 6.69
3575B762AA	uniFLOW Education Desktop Scan Client License	4	\$ 180.00	\$ 5.81	\$ 4.56	\$ 3.83
3575B766AA	uniFLOW Education Job Conversion Instance	15	\$ 130.00	\$ 4.19	\$ 3.30	\$ 2.76
3575B767AA	uniFLOW Education File Format Conversion	18	\$ 470.00	\$ 15.16	\$ 11.92	\$ 9.99
3575B768AA	uniFLOW Education PCL Job Conversion	15	\$ 1,270.00	\$ 40.96	\$ 32.21	\$ 26.99
3575B769AA	uniFLOW Education Variable Data Printing	195	\$ 16,450.00	\$ 530.51	\$ 417.17	\$ 349.56
3575B770AA	uniFLOW Education Additional Scan Workflow License	9	\$ 1,240.00	\$ 39.99	\$ 31.45	\$ 26.35
3575B349AA	microMIND v2 - 1 Unit		\$ 220.00	\$ 7.10	\$ 5.58	\$ 4.68
3575B504AA	MiCard PLUS SC		\$ 210.00	\$ 6.77	\$ 5.33	\$ 4.46
3575B624AA	MiCard PLUS-2 V2 SC		\$ 270.00	\$ 8.71	\$ 6.85	\$ 5.74
3575B492AA	MiCard v3 Multi SC- 1-9 Readers		\$ 300.00	\$ 9.68	\$ 7.61	\$ 6.38
3575B493AA	MiCard v3 Multi SC- 10-24 Readers		\$ 280.00	\$ 9.03	\$ 7.10	\$ 5.95
3575B494AA	MiCard v3 Multi SC- 25-49 Readers		\$ 270.00	\$ 8.71	\$ 6.85	\$ 5.74
3575B495AA	MiCard v3 Multi SC- 50-99 Readers		\$ 250.00	\$ 8.06	\$ 6.34	\$ 5.31
3575B496AA	MiCard v3 Multi SC- 100-249 Readers		\$ 240.00	\$ 7.74	\$ 6.09	\$ 5.10
3575B497AA	MiCard v3 Multi SC- 250+ Readers		\$ 230.00	\$ 7.42	\$ 5.83	\$ 4.89
3575B773AA	MiCard MultiTech4-PI		\$ 290.00	\$ 9.35	\$ 7.35	\$ 6.16
3575B848AA	MiCard MultiTech4-P BLE (45 cm cable)		\$ 340.00	\$ 10.97	\$ 8.62	\$ 7.23
3575B052AA	MiCard Magnetic Card Reader - 1-9 Readers		\$ 160.00	\$ 5.16	\$ 4.06	\$ 3.40
3575B053AA	MiCard Magnetic Card Reader - 10-24 Readers		\$ 160.00	\$ 5.16	\$ 4.06	\$ 3.40
3575B054AA	MiCard Magnetic Card Reader - 25-49 Readers		\$ 150.00	\$ 4.84	\$ 3.80	\$ 3.19
3575B435AA	uniFLOW Release Station [Touch Only]		\$ 800.00	\$ 25.80	\$ 20.29	\$ 17.00
3575B457AA	uniFLOW Release Station with MiCard Plus		\$ 970.00	\$ 31.28	\$ 24.60	\$ 20.61
3575B458AA	uniFLOW Release Station with MiCard Multi v3		\$ 970.00	\$ 31.28	\$ 24.60	\$ 20.61
3575B460AA	uniFLOW Release Station with MiCard HID		\$ 970.00	\$ 31.28	\$ 24.60	\$ 20.61
3575B078AA	MIFARE Card - 10 Pack		\$ 85.00	\$ 2.74	\$ 2.16	\$ 1.81
3575B077AA	Legic Card - 10 Pack		\$ 140.00	\$ 4.52	\$ 3.55	\$ 2.98
3575B204AA	Magnetic Card - 10 Pack		\$ 30.00	\$ 0.97	\$ 0.76	\$ 0.64
3575B203AA	HID Card - 10 Pack		\$ 150.00	\$ 4.84	\$ 3.80	\$ 3.19
3575B136AA	PC Prox Cable		\$ 60.00	\$ 1.94	\$ 1.52	\$ 1.28
3575B508AA	USB Extension Cable for MiCard Readers (140cm/55inches)		\$ 10.00	\$ 0.32	\$ 0.25	\$ 0.21
3575B137AA	Copy Control Cable for Canon		\$ 190.00	\$ 6.13	\$ 4.82	\$ 4.04
3575B138AA	Copy Control Cable 1600/2000 for Canon		\$ 140.00	\$ 4.52	\$ 3.55	\$ 2.98
3575B350AA	Copy Control Cable for OCE Devices - 9 Pin		\$ 140.00	\$ 4.52	\$ 3.55	\$ 2.98
3575B352AA	Copy Control Cable for OCE Devices - 25 Pin		\$ 140.00	\$ 4.52	\$ 3.55	\$ 2.98
3575B351AA	Copy Control Cable for Multi-Vendor Devices		\$ 75.00	\$ 2.42	\$ 1.90	\$ 1.59
3575B488AA	uniFLOW Release Station Bracket I		\$ 80.00	\$ 2.58	\$ 2.03	\$ 1.70
3575B489AA	uniFLOW Release Station Bracket II		\$ 80.00	\$ 2.58	\$ 2.03	\$ 1.70
3575B529AA	uniFLOW Release Station Bracket III		\$ 110.00	\$ 3.55	\$ 2.79	\$ 2.34
3575B530AA	uniFLOW Release Station Bracket IV		\$ 110.00	\$ 3.55	\$ 2.79	\$ 2.34

3575B531AA	uniFLOW Release Station Bracket V		\$ 90.00	\$ 2.90	\$ 2.28	\$ 1.91
3575B533AA	uniFLOW Release Station Wall Mount II		\$ 120.00	\$ 3.87	\$ 3.04	\$ 2.55
3575B463AA	uniFLOW Release Station Stand		\$ 260.00	\$ 8.39	\$ 6.59	\$ 5.53
3575B532AA	uniFLOW Release Station Universal Bracket		\$ 90.00	\$ 2.90	\$ 2.28	\$ 1.91
3575B534AA	ID Device Bracket Type IX - for select Canon MFPs		\$ 90.00	\$ 2.90	\$ 2.28	\$ 1.91
3575B535AA	ID Device Bracket Type X - for select Océ Large Format Printers		\$ 90.00	\$ 2.90	\$ 2.28	\$ 1.91
3575B760AA	uniFLOW Education change Multi Vendor to Canon Secure Print Device License	4	\$ 20.00	\$ 0.65	\$ 0.51	\$ 0.43
3575B505AA	uniFLOW Release Station Extended Warranty 1yr		\$ 230.00	\$ 7.42	\$ 5.83	\$ 4.89
3575B557AA	uniFLOW Release Station Extended Warranty 2yr		\$ 450.00	\$ 14.51	\$ 11.41	\$ 9.56
3575B558AA	uniFLOW Release Station Extended Warranty 3yr		\$ 650.00	\$ 20.96	\$ 16.48	\$ 13.81
3575B559AA	uniFLOW Release Station Extended Warranty 4yr		\$ 840.00	\$ 27.09	\$ 21.30	\$ 17.85
3575B560AA	uniFLOW Release Station Extended Warranty 5yr		\$ 1,020.00	\$ 32.90	\$ 25.87	\$ 21.68
3575B507AA	uniFLOW Release Station Full Insurance 1yr		\$ 540.00	\$ 17.42	\$ 13.69	\$ 11.48
3575B506AA	Special Unit (For Release Station Out of Warranty Repair)		\$ 25.00	\$ 0.81	\$ 0.63	\$ 0.53
3575B771AA	Software Assurance 1 Point for Education		\$ 9.50	\$ 0.31	\$ 0.24	\$ 0.20

UniFLOW OnPrem for Commercial

SKU	Description	SA Points	Oklahoma Software Price	36-Month Lease	48-Month Lease	60-Month Lease
3575B024AA	uniFLOW Basic License, Workgroup Edition	15	\$ 1,330.00	\$ 42.89	\$ 33.73	\$ 28.26
3575B025AA	Standard Module, Workgroup Edition	9	\$ 830.00	\$ 26.77	\$ 21.05	\$ 17.64
3575B134AA	Remote Print Server, Workgroup Edition	9	\$ 830.00	\$ 26.77	\$ 21.05	\$ 17.64
3575B019AA	uniFLOW Basic License, Business Edition	26	\$ 2,380.00	\$ 76.76	\$ 60.36	\$ 50.58
3575B020AA	Standard Module, Business Edition	9	\$ 830.00	\$ 26.77	\$ 21.05	\$ 17.64
3575B023AA	Remote Print Server, Business Edition	9	\$ 830.00	\$ 26.77	\$ 21.05	\$ 17.64
3575B014AA	uniFLOW Basic License, Corporate Edition	47	\$ 4,280.00	\$ 138.03	\$ 108.54	\$ 90.95
3575B015AA	Standard Module, Corporate Edition	21	\$ 1,880.00	\$ 60.63	\$ 47.68	\$ 39.95
3575B018AA	Remote Print Server, Corporate Edition	12	\$ 1,110.00	\$ 35.80	\$ 28.15	\$ 23.59
3575B005AA	uniFLOW Basic License, Enterprise Edition	83	\$ 7,600.00	\$ 245.10	\$ 192.74	\$ 161.50
3575B006AA	Standard Module, Enterprise Edition	34	\$ 3,070.00	\$ 99.01	\$ 77.86	\$ 65.24
3575B009AA	Remote Print Server, Enterprise Edition	17	\$ 1,550.00	\$ 49.99	\$ 39.31	\$ 32.94
3575B010AA	10-Pack Remote Print Server, Enterprise Edition	152	\$ 13,920.00	\$ 448.92	\$ 353.01	\$ 295.80
3575B012AA	25-Pack Remote Print Server, Enterprise Edition	359	\$ 32,990.00	\$ 1,063.93	\$ 836.63	\$ 701.04
3575B013AA	Unlimited Remote Print Server, Enterprise Edition	1800	\$ 165,600.00	\$ 5,340.60	\$ 4,199.62	\$ 3,519.00
3575B619AA	uniFLOW Education License	83	\$ 2,380.00	\$ 76.76	\$ 60.36	\$ 50.58
3575B620AA	Standard Module, Education License	34	\$ 830.00	\$ 26.77	\$ 21.05	\$ 17.64
3575B621AA	Remote Print Server, Education License	17	\$ 830.00	\$ 26.77	\$ 21.05	\$ 17.64
3575B258AA	uniFLOW Login Manager - 1 Device	0	\$ 220.00	\$ 7.10	\$ 5.58	\$ 4.68
3575B328AA	uniFLOW Login Manager - 5 Device	0	\$ 1,040.00	\$ 33.54	\$ 26.37	\$ 22.10
3575B259AA	uniFLOW Login Manager - 10 Device	0	\$ 1,930.00	\$ 62.24	\$ 48.94	\$ 41.01
3575B260AA	uniFLOW Login Manager - 25 Device	0	\$ 4,580.00	\$ 147.71	\$ 116.15	\$ 97.33
3575B261AA	uniFLOW Login Manager - 50 Device	0	\$ 8,670.00	\$ 279.61	\$ 219.87	\$ 184.24
3575B262AA	uniFLOW Login Manager - 75 Device	0	\$ 12,300.00	\$ 396.68	\$ 311.93	\$ 261.38
3575B263AA	uniFLOW Login Manager - 100 Device	0	\$ 15,450.00	\$ 498.26	\$ 391.81	\$ 328.31
3575B264AA	uniFLOW Login Manager - 250 Device	0	\$ 35,430.00	\$ 1,142.62	\$ 898.50	\$ 752.89
3575B265AA	SPP Addition for MEAP - 1 Device	3	\$ 310.00	\$ 10.00	\$ 7.86	\$ 6.59
3575B309AA	SPP Addition for MEAP - 5 Device	8	\$ 1,370.00	\$ 44.18	\$ 34.74	\$ 29.11
3575B266AA	SPP Addition for MEAP - 10 Device	13	\$ 2,400.00	\$ 77.40	\$ 60.86	\$ 51.00
3575B267AA	SPP Addition for MEAP - 25 Device	28	\$ 5,460.00	\$ 176.09	\$ 138.47	\$ 116.03
3575B268AA	SPP Addition for MEAP - 50 Device	51	\$ 9,860.00	\$ 317.99	\$ 250.05	\$ 209.53
3575B269AA	SPP Addition for MEAP - 75 Device	68	\$ 13,190.00	\$ 425.38	\$ 334.50	\$ 280.29
3575B270AA	SPP Addition for MEAP - 100 Device	80	\$ 15,460.00	\$ 498.59	\$ 392.07	\$ 328.53
3575B271AA	SPP Addition for MEAP - 250 Device	167	\$ 32,590.00	\$ 1,051.03	\$ 826.48	\$ 692.54
3575B028AA	SPP Device License for MEAP - 1 Device	3	\$ 530.00	\$ 17.09	\$ 13.44	\$ 11.26
3575B308AA	SPP Device License for MEAP - 5 Device	10	\$ 2,410.00	\$ 77.72	\$ 61.12	\$ 51.21
3575B029AA	SPP Device License for MEAP - 10 Device	17	\$ 4,320.00	\$ 139.32	\$ 109.56	\$ 91.80
3575B030AA	SPP Device License for MEAP - 25 Device	38	\$ 10,030.00	\$ 323.47	\$ 254.36	\$ 213.14
3575B031AA	SPP Device License for MEAP - 50 Device	68	\$ 18,520.00	\$ 597.27	\$ 469.67	\$ 393.55
3575B032AA	SPP Device License for MEAP - 75 Device	91	\$ 25,480.00	\$ 821.73	\$ 646.17	\$ 541.45
3575B033AA	SPP Device License for MEAP - 100 Device	107	\$ 30,910.00	\$ 996.85	\$ 783.88	\$ 656.84
3575B161AA	SPP Device License for MEAP - 250 Device	224	\$ 68,490.00	\$ 2,208.80	\$ 1,736.91	\$ 1,455.41
3575B197AA	SPP Device License for CMFP - 1 Device	1	\$ 200.00	\$ 6.45	\$ 5.07	\$ 4.25
3575B198AA	SPP Device License for CMFP - 10 Device	4	\$ 1,810.00	\$ 58.37	\$ 45.90	\$ 38.46
3575B199AA	SPP Device License for CMFP - 25 Device	9	\$ 4,400.00	\$ 141.90	\$ 111.58	\$ 93.50
3575B200AA	SPP Device License for CMFP - 50 Device	17	\$ 8,570.00	\$ 276.38	\$ 217.34	\$ 182.11
3575B201AA	SPP Device License for CMFP - 75 Device	24	\$ 12,510.00	\$ 403.45	\$ 317.25	\$ 265.84
3575B202AA	SPP Device License for CMFP - 100 Device	30	\$ 16,220.00	\$ 523.10	\$ 411.34	\$ 344.68
3575B416AA	SPP Device License for CMFP - 250 Device	68	\$ 39,390.00	\$ 1,270.33	\$ 998.93	\$ 837.04
3575B322AA	SPP Device License for SFP MEAP - 1 Device	1	\$ 160.00	\$ 5.16	\$ 4.06	\$ 3.40
3575B323AA	SPP Device License for SFP MEAP - 10 Device	9	\$ 1,470.00	\$ 47.41	\$ 37.28	\$ 31.24

3575B324AA	SPP Device License for SFP MEAP - 25 Device	21	\$ 3,590.00	\$ 115.78	\$ 91.04	\$ 76.29
3575B325AA	SPP Device License for SFP MEAP - 50 Device	40	\$ 7,040.00	\$ 227.04	\$ 178.53	\$ 149.60
3575B326AA	SPP Device License for SFP MEAP - 75 Device	58	\$ 10,340.00	\$ 333.47	\$ 262.22	\$ 219.73
3575B327AA	SPP Device License for SFP MEAP - 100 Device	75	\$ 13,510.00	\$ 435.70	\$ 342.61	\$ 287.09
3575B417AA	SPP Device License for SFP MEAP - 250 Device	182	\$ 33,080.00	\$ 1,066.83	\$ 838.91	\$ 702.95
3575B519AA	uniFLOW SPP Device License for PlotWave/ColorWave Printers Low Volume	4	\$ 600.00	\$ 19.35	\$ 15.22	\$ 12.75
3575B520AA	uniFLOW SPP Device License for PlotWave/ColorWave Printers Mid Volume	6	\$ 725.00	\$ 23.38	\$ 18.39	\$ 15.41
3575B743AA	uniFLOW SPP Device License for Canon varioPRINT 1 Device	4	\$ 440.00	\$ 14.19	\$ 11.16	\$ 9.35
3575B205AA	SPP Device License for Xerox MFP - 1 Device	4	\$ 600.00	\$ 19.35	\$ 15.22	\$ 12.75
3575B233AA	SPP Device License for HP MFP - 1 Device	4	\$ 600.00	\$ 19.35	\$ 15.22	\$ 12.75
3575B583AA	SPP Device License for OKI - 1 Device	4	\$ 600.00	\$ 19.35	\$ 15.22	\$ 12.75
3575B582AA	SPP Device License for Samsung - 1 Device	4	\$ 600.00	\$ 19.35	\$ 15.22	\$ 12.75
3575B584AA	SPP Device License for Konica Minolta - 1 Device	4	\$ 600.00	\$ 19.35	\$ 15.22	\$ 12.75
3575B729AA	SPP Device License for Lexmark - 1 Device	4	\$ 600.00	\$ 19.35	\$ 15.22	\$ 12.75
3575B730AA	SPP Device License for Sharp - 1 Device	4	\$ 600.00	\$ 19.35	\$ 15.22	\$ 12.75
3575B590AA	SPP + Scan Device License for MEAP - 1 Device	7	\$ 1,240.00	\$ 39.99	\$ 31.45	\$ 26.35
3575B591AA	SPP + Scan Device License for MEAP - 5 Device	27	\$ 5,550.00	\$ 178.99	\$ 140.75	\$ 117.94
3575B592AA	SPP + Scan Device License for MEAP - 10 Device	47	\$ 9,920.00	\$ 319.92	\$ 251.57	\$ 210.80
3575B593AA	SPP + Scan Device License for MEAP - 25 Device	107	\$ 22,770.00	\$ 734.33	\$ 577.45	\$ 483.86
3575B594AA	SPP + Scan Device License for MEAP - 50 Device	192	\$ 41,530.00	\$ 1,339.34	\$ 1,053.20	\$ 882.51
3575B595AA	SPP + Scan Device License for MEAP - 75 Device	257	\$ 56,270.00	\$ 1,814.71	\$ 1,427.01	\$ 1,195.74
3575B596AA	SPP + Scan Device License for MEAP - 100 Device	301	\$ 67,000.00	\$ 2,160.75	\$ 1,699.12	\$ 1,423.75
3575B597AA	SPP + Scan Device License for MEAP - 250 Device	633	\$ 144,560.00	\$ 4,662.06	\$ 3,666.04	\$ 3,071.90
3575B610AA	uniFLOW SPP Device License for MEAP 1 Device for public sector	3	\$ 310.00	\$ 10.00	\$ 7.86	\$ 6.59
3575B611AA	uniFLOW SPP Addition for MEAP 1 Device for public sector	3	\$ 170.00	\$ 5.48	\$ 4.31	\$ 3.61
3575B612AA	uniFLOW Scan Per Device License for MEAP 1 Device for public sector	3	\$ 520.00	\$ 16.77	\$ 13.19	\$ 11.05
3575B613AA	uniFLOW Scan Per Device Addition for MEAP 1 Device for public sector	3	\$ 370.00	\$ 11.93	\$ 9.38	\$ 7.86
3575B614AA	uniFLOW Login Manager for MEAP 1 Device for public sector	0	\$ 160.00	\$ 5.16	\$ 4.06	\$ 3.40
3575B615AA	uniFLOW SPP Device License for CMFP 1 Device for public sector	1	\$ 170.00	\$ 5.48	\$ 4.31	\$ 3.61
3575B616AA	MiCard Magnetic Card Reader public sector	0	\$ 130.00	\$ 4.19	\$ 3.30	\$ 2.76
3575B617AA	MiCard v3 Multi for public sector Short Cable	0	\$ 240.00	\$ 7.74	\$ 6.09	\$ 5.10
3575B618AA	MiCard v2 HID Prox for public sector Short Cable	0	\$ 200.00	\$ 6.45	\$ 5.07	\$ 4.25
3575B212AA	CAC SPP Device License for MEAP - 1 Device	3	\$ 530.00	\$ 17.09	\$ 13.44	\$ 11.26
3575B313AA	CAC SPP Device License for MEAP - 5 Device	10	\$ 2,410.00	\$ 77.72	\$ 61.12	\$ 51.21
3575B213AA	CAC SPP Device License for MEAP - 10 Device	17	\$ 4,320.00	\$ 139.32	\$ 109.56	\$ 91.80
3575B214AA	CAC SPP Device License for MEAP - 25 Device	38	\$ 10,030.00	\$ 323.47	\$ 254.36	\$ 213.14
3575B215AA	CAC SPP Device License for MEAP - 50 Device	68	\$ 18,520.00	\$ 597.27	\$ 469.67	\$ 393.55
3575B216AA	CAC SPP Device License for MEAP - 75 Device	91	\$ 25,480.00	\$ 821.73	\$ 646.17	\$ 541.45
3575B217AA	CAC SPP Device License for MEAP - 100 Device	107	\$ 30,910.00	\$ 996.85	\$ 783.88	\$ 656.84
3575B218AA	CAC SPP Device License for MEAP - 250 Device	224	\$ 68,490.00	\$ 2,208.80	\$ 1,736.91	\$ 1,455.41
3575B354AA	Scan Device License for MEAP - 1 Device	5	\$ 940.00	\$ 30.32	\$ 23.84	\$ 19.98
3575B355AA	Scan Device License for MEAP - 5 Device	20	\$ 4,180.00	\$ 134.81	\$ 106.00	\$ 88.83
3575B356AA	Scan Device License for MEAP - 10 Device	36	\$ 7,520.00	\$ 242.52	\$ 190.71	\$ 159.80
3575B357AA	Scan Device License for MEAP - 25 Device	81	\$ 17,320.00	\$ 558.57	\$ 439.24	\$ 368.05
3575B358AA	Scan Device License for MEAP - 50 Device	147	\$ 31,670.00	\$ 1,021.36	\$ 803.15	\$ 672.99
3575B359AA	Scan Device License for MEAP - 75 Device	196	\$ 43,080.00	\$ 1,389.33	\$ 1,092.51	\$ 915.45
3575B360AA	Scan Device License for MEAP - 100 Device	230	\$ 51,540.00	\$ 1,662.17	\$ 1,307.05	\$ 1,095.23
3575B361AA	Scan Device License for MEAP - 250 Device	486	\$ 111,970.00	\$ 3,611.03	\$ 2,839.56	\$ 2,379.36
3575B362AA	Scan Addition for MEAP - 1 Device	4	\$ 720.00	\$ 23.22	\$ 18.26	\$ 15.30
3575B363AA	Scan Addition for MEAP - 5 Device	17	\$ 3,150.00	\$ 101.59	\$ 79.88	\$ 66.94
3575B364AA	Scan Addition for MEAP - 10 Device	30	\$ 5,600.00	\$ 180.60	\$ 142.02	\$ 119.00
3575B365AA	Scan Addition for MEAP - 25 Device	69	\$ 12,740.00	\$ 410.87	\$ 323.09	\$ 270.73
3575B366AA	Scan Addition for MEAP - 50 Device	124	\$ 23,010.00	\$ 742.07	\$ 583.53	\$ 488.96
3575B367AA	Scan Addition for MEAP - 75 Device	166	\$ 30,790.00	\$ 992.98	\$ 780.83	\$ 654.29
3575B368AA	Scan Addition for MEAP - 100 Device	194	\$ 36,100.00	\$ 1,164.23	\$ 915.50	\$ 767.13
3575B369AA	Scan Addition for MEAP - 250 Device	409	\$ 76,080.00	\$ 2,453.58	\$ 1,929.39	\$ 1,616.70
3575B485AA	Additional Scan Workflow License	9	\$ 1,240.00	\$ 39.99	\$ 31.45	\$ 26.35
3575B279AA	Scan Processing Server - Volume Package - 200,000 Scans per year	16	\$ 1,270.00	\$ 40.96	\$ 32.21	\$ 26.99
3575B280AA	Scan Processing Server - Volume Package - 600,000 Scans per year	42	\$ 3,410.00	\$ 109.97	\$ 86.48	\$ 72.46
3575B281AA	Scan Processing Server - Volume Package - 1,000,000 Scans per year	62	\$ 5,040.00	\$ 162.54	\$ 127.81	\$ 107.10
3575B282AA	Scan Processing Server - Volume Package - Unlimited	760	\$ 63,010.00	\$ 2,032.07	\$ 1,597.93	\$ 1,338.96
3575B518AA	Scan Device License for ScanFront & ScanKiosk	4	\$ 380.00	\$ 12.26	\$ 9.64	\$ 8.08
3575B677AA	uniFLOW Desktop Scan Client License	4	\$ 250.00	\$ 8.06	\$ 6.34	\$ 5.31
3575B273AA	Blackboard/CardSmith Budget Connector Module	75	\$ 3,000.00	\$ 96.75	\$ 76.08	\$ 63.75
3575B304AA	File Format Conversion	18	\$ 470.00	\$ 15.16	\$ 11.92	\$ 9.99
3575B132AA	Job Conversion Instance	16	\$ 150.00	\$ 4.84	\$ 3.80	\$ 3.19
3575B413AA	PCL Job Conversion	16	\$ 1,270.00	\$ 40.96	\$ 32.21	\$ 26.99
3575B484AA	uniFLOW iWSAM Module	5	\$ 690.00	\$ 22.25	\$ 17.50	\$ 14.66
3575B414AA	Variable Data Printing	198	\$ 16,450.00	\$ 530.51	\$ 417.17	\$ 349.56

3575B415AA	Variable Data Printing - 5 Additional Designer Pack	3	\$ 270.00	\$ 8.71	\$ 6.85	\$ 5.74
3575B349AA	microMIND v2 - 1 Unit		\$ 220.00	\$ 7.10	\$ 5.58	\$ 4.68
3575B504AA	MiCard PLUS SC		\$ 210.00	\$ 6.77	\$ 5.33	\$ 4.46
3575B624AA	MiCard PLUS-2 V2 SC		\$ 270.00	\$ 8.71	\$ 6.85	\$ 5.74
3575B492AA	MiCard v3 Multi SC- 1-9 Readers		\$ 300.00	\$ 9.68	\$ 7.61	\$ 6.38
3575B493AA	MiCard v3 Multi SC- 10-24 Readers		\$ 280.00	\$ 9.03	\$ 7.10	\$ 5.95
3575B494AA	MiCard v3 Multi SC- 25-49 Readers		\$ 270.00	\$ 8.71	\$ 6.85	\$ 5.74
3575B495AA	MiCard v3 Multi SC- 50-99 Readers		\$ 250.00	\$ 8.06	\$ 6.34	\$ 5.31
3575B496AA	MiCard v3 Multi SC- 100-249 Readers		\$ 240.00	\$ 7.74	\$ 6.09	\$ 5.10
3575B497AA	MiCard v3 Multi SC- 250+ Readers		\$ 230.00	\$ 7.42	\$ 5.83	\$ 4.89
3575B773AA	MiCard MultiTech4-PI		\$ 290.00	\$ 9.35	\$ 7.35	\$ 6.16
3575B848AA	MiCard MultiTech4-P BLE (45 cm cable)		\$ 340.00	\$ 10.97	\$ 8.62	\$ 7.23
3575B052AA	MiCard Magnetic Card Reader - 1-9 Readers		\$ 160.00	\$ 5.16	\$ 4.06	\$ 3.40
3575B053AA	MiCard Magnetic Card Reader - 10-24 Readers		\$ 160.00	\$ 5.16	\$ 4.06	\$ 3.40
3575B054AA	MiCard Magnetic Card Reader - 25-49 Readers		\$ 150.00	\$ 4.84	\$ 3.80	\$ 3.19
3575B435AA	uniFLOW Release Station [Touch Only]		\$ 800.00	\$ 25.80	\$ 20.29	\$ 17.00
3575B457AA	uniFLOW Release Station with MiCard Plus		\$ 970.00	\$ 31.28	\$ 24.60	\$ 20.61
3575B458AA	uniFLOW Release Station with MiCard Multi v3		\$ 970.00	\$ 31.28	\$ 24.60	\$ 20.61
3575B460AA	uniFLOW Release Station with MiCard HID		\$ 970.00	\$ 31.28	\$ 24.60	\$ 20.61
3575B078AA	MIFARE Card - 10 Pack		\$ 85.00	\$ 2.74	\$ 2.16	\$ 1.81
3575B077AA	Legic Card - 10 Pack		\$ 140.00	\$ 4.52	\$ 3.55	\$ 2.98
3575B204AA	Magnetic Card - 10 Pack		\$ 30.00	\$ 0.97	\$ 0.76	\$ 0.64
3575B203AA	HID Card - 10 Pack		\$ 150.00	\$ 4.84	\$ 3.80	\$ 3.19
3575B136AA	PC Prox Cable		\$ 60.00	\$ 1.94	\$ 1.52	\$ 1.28
3575B508AA	USB Extension Cable for MiCard Readers (140cm/55inches)		\$ 10.00	\$ 0.32	\$ 0.25	\$ 0.21
3575B137AA	Copy Control Cable for Canon		\$ 190.00	\$ 6.13	\$ 4.82	\$ 4.04
3575B138AA	Copy Control Cable 1600/2000 for Canon		\$ 140.00	\$ 4.52	\$ 3.55	\$ 2.98
3575B350AA	Copy Control Cable for OCE Devices - 9 Pin		\$ 140.00	\$ 4.52	\$ 3.55	\$ 2.98
3575B352AA	Copy Control Cable for OCE Devices - 25 Pin		\$ 140.00	\$ 4.52	\$ 3.55	\$ 2.98
3575B351AA	Copy Control Cable for Multi-Vendor Devices		\$ 75.00	\$ 2.42	\$ 1.90	\$ 1.59
3575B488AA	uniFLOW Release Station Bracket I		\$ 80.00	\$ 2.58	\$ 2.03	\$ 1.70
3575B489AA	uniFLOW Release Station Bracket II		\$ 80.00	\$ 2.58	\$ 2.03	\$ 1.70
3575B529AA	uniFLOW Release Station Bracket III		\$ 110.00	\$ 3.55	\$ 2.79	\$ 2.34
3575B530AA	uniFLOW Release Station Bracket IV		\$ 110.00	\$ 3.55	\$ 2.79	\$ 2.34
3575B531AA	uniFLOW Release Station Bracket V		\$ 90.00	\$ 2.90	\$ 2.28	\$ 1.91
3575B533AA	uniFLOW Release Station Wall Mount II		\$ 120.00	\$ 3.87	\$ 3.04	\$ 2.55
3575B463AA	uniFLOW Release Station Stand		\$ 260.00	\$ 8.39	\$ 6.59	\$ 5.53
3575B532AA	uniFLOW Release Station Universal Bracket		\$ 90.00	\$ 2.90	\$ 2.28	\$ 1.91
3575B534AA	ID Device Bracket Type IX - for select Canon MFPs		\$ 90.00	\$ 2.90	\$ 2.28	\$ 1.91
3575B535AA	ID Device Bracket Type X - for select Oce Large Format Printers		\$ 90.00	\$ 2.90	\$ 2.28	\$ 1.91
3575B548AA	Upgrade uniFLOW SPP for CMFP to uniFLOW SPP for MEAP	3	\$ 320.00	\$ 10.32	\$ 8.12	\$ 6.80
3575B474AA	Release Station to Canon SPP Device License for MEAP	3	\$ 120.00	\$ 3.87	\$ 3.04	\$ 2.55
3575B475AA	Release Station to Canon SPP Device License for CMFP	1	\$ 80.00	\$ 2.58	\$ 2.03	\$ 1.70
3575B476AA	Release Station to Canon SPP Device License for SFP	1	\$ 60.00	\$ 1.94	\$ 1.52	\$ 1.28
3575B486AA	Release Station to SPP Device License for Xerox	4	\$ 260.00	\$ 8.39	\$ 6.59	\$ 5.53
3575B487AA	Release Station to SPP Device License for Hewlett Packard	4	\$ 260.00	\$ 8.39	\$ 6.59	\$ 5.53
3575B733AA	Release Station to SPP Device License for Samsung	4	\$ 260.00	\$ 8.39	\$ 6.59	\$ 5.53
3575B734AA	Release Station to SPP Device License for OKI	4	\$ 260.00	\$ 8.39	\$ 6.59	\$ 5.53
3575B735AA	Release Station to SPP Device License for Konica Minolta	4	\$ 260.00	\$ 8.39	\$ 6.59	\$ 5.53
3575B736AA	Release Station to SPP Device License for Lexmark	4	\$ 260.00	\$ 8.39	\$ 6.59	\$ 5.53
3575B737AA	Release Station to SPP Device License for Sharp	4	\$ 260.00	\$ 8.39	\$ 6.59	\$ 5.53
3575B473AA	Xerox to Canon SPP Device License for MEAP	3	\$ 90.00	\$ 2.90	\$ 2.28	\$ 1.91
3575B472AA	HP to Canon SPP Device License for MEAP	3	\$ 90.00	\$ 2.90	\$ 2.28	\$ 1.91
3575B684AA	Samsung to Canon SPP Device License for MEAP	3	\$ 90.00	\$ 2.90	\$ 2.28	\$ 1.91
3575B685AA	OKI to Canon SPP Device License for MEAP	3	\$ 90.00	\$ 2.90	\$ 2.28	\$ 1.91
3575B686AA	Konica Minolta to Canon SPP Device License for MEAP	3	\$ 90.00	\$ 2.90	\$ 2.28	\$ 1.91
3575B505AA	uniFLOW Release Station Extended Warranty 1yr		\$ 230.00	\$ 7.42	\$ 5.83	\$ 4.89
3575B557AA	uniFLOW Release Station Extended Warranty 2yr		\$ 450.00	\$ 14.51	\$ 11.41	\$ 9.56
3575B558AA	uniFLOW Release Station Extended Warranty 3yr		\$ 650.00	\$ 20.96	\$ 16.48	\$ 13.81
3575B559AA	uniFLOW Release Station Extended Warranty 4yr		\$ 840.00	\$ 27.09	\$ 21.30	\$ 17.85
3575B560AA	uniFLOW Release Station Extended Warranty 5yr		\$ 1,020.00	\$ 32.90	\$ 25.87	\$ 21.68
3575B507AA	uniFLOW Release Station Full Insurance 1yr		\$ 540.00	\$ 17.42	\$ 13.69	\$ 11.48
3575B506AA	Special Unit (For Release Station Out of Warranty Repair)		\$ 25.00	\$ 0.81	\$ 0.63	\$ 0.53
3575B040AA	uniFLOW Software Assurance -1 Point		\$ 16.00	\$ 0.52	\$ 0.41	\$ 0.34



A HIGH-LEVEL FEATURE GUIDE FOR CUSTOMERS

Complete **visibility and control** of your print environment

A powerful print management solution to enable, track, manage, and secure your printing, copying, and scanning.

QRDOC ID



V1.0

It doesn't matter what size you are, what printers you use, or what operating system your users prefer – PaperCut MF is for you.

That's because we take a cross-platform, vendor-neutral approach to technology and device support to deliver a print management solution that just works.



With PaperCut MF you can:



Manage your print environment



Save money and the planet



Secure your printing



Integrate with third-party systems



Manage 3D printing and Print Rooms



Give users power



Digitize documents

Manage your print environment

Web-based admin dashboard

PaperCut MF provides built-in, browser-based administration access from any network location to enable centralized management of every user and printing device.

The dashboard gives an easy-to-read, single-page view of the printing environment in real time, including system activity, printer error notifications, toner levels, trend information and statistics – even environmental impact. You can designate automatic quotas, deploy print queues in bulk, enable language options, and apply many more features in the pages to come.

User sync

PaperCut MF synchronizes user and group information from sources such as Windows Active Directory, Google Cloud Directory, Azure Active Directory and LDAP. This simplifies the administration of the system because you don't need to manage a separate database of users and groups.

If a user is added to the domain or is removed from a group, PaperCut automatically synchronizes this information without any intervention from the administrator. And don't worry: you can mix and match multiple sync sources for ultimate flexibility.

Print Deploy

PaperCut's Print Deploy feature is an innovative print queue deployment tool, allowing you to get the right print driver and right queue to the right person in the right location, automatically.

Print Deploy automates the time consuming, frustrating tasks of setting up print queues and deploying print drivers on computers in your network. Once a user leaves a site, it removes the queue and driver automatically, so clean up is a breeze.

With Print Deploy, you'll:

- ▶ Save time by deploying print queues and drivers easily at scale
- ▶ Maintain flexibility with a tool that supports environments with or without a print server
- ▶ Reduce support tickets with an automated printer configuration that's no touch for end users, even as they move between sites
- ▶ Save money on maintaining and supporting an on-premise Active Directory just to support printing
- ▶ Increase end-user productivity with automated setup and printing that just works
- ▶ Remove risk because it's from an organization with 20 years' experience in print management

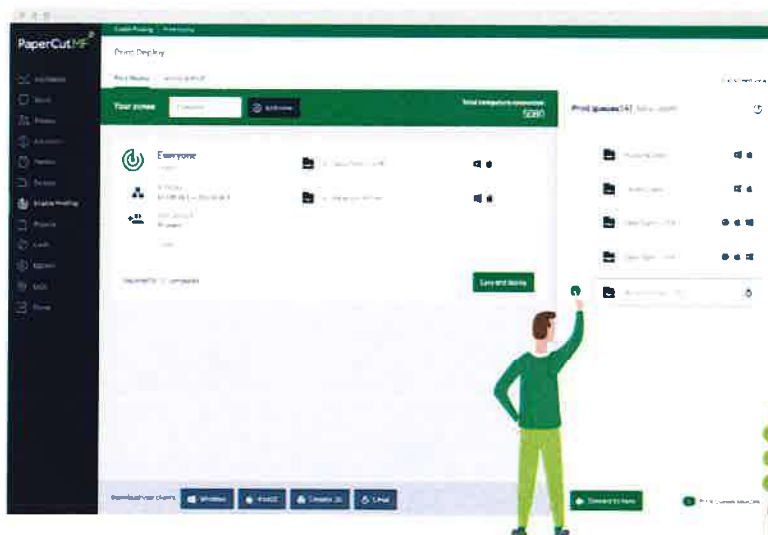
Mobile printing and BYOD

Your team wants to work on the device they're most comfortable with – laptop, tablet, or smartphone; running iOS, Android, Chrome OS, Microsoft Windows or macOS – and PaperCut supports them all with its [BYOD](#) (Bring Your Own Device) features.



[Mobility Print](#) is the flagship solution for mobile printing and BYOD, enabling millions of users to easily print from their devices, with a native print experience from any application. It takes away the complexities when working across different operating systems, file formats, and brands.

Additionally, the [Web Print](#) option gives users easy access to print Microsoft Office, PDF, and image files directly from the browser, even when they're not on site or connected to the local print network. Combine this with [Email to Print](#), and users have the option to email their jobs to an address you create (e.g. printme@organization.net), and their documents will print at an authorized printer within your environment, making guest printing as easy as PaperCut.



Save money and the planet

Reporting

PaperCut MF includes over 80 one-click [reports](#) available for online viewing, export, or print. Reports address all areas, from detailed page logs to summaries by user, department, device, and environmental impact.

Administrators can also build custom reports to make sure they're delivering the most applicable data; and all these reports can be emailed to specific people on a regular schedule, removing any manual efforts.

Print policies

Implementing a print policy isn't just about sending people an email with a list of rules to follow; a great policy is automated through a system. Enter PaperCut MF.

[Print policies](#) allow you to track and control printing and copying based on users, department, class, or client. Start out lightly by suggesting environmentally friendly printing options like double-sided or grayscale printing, or add firm rules to restrict behavior and reduce waste.

Advanced scripting

[Advanced scripting](#) can be used to define and fine-tune your print and copy policies, and support your organization in eliminating waste and changing user behavior.

With advanced scripting, you can:

- ▶ Route complex jobs to more efficient, high volume printers
- ▶ Display a pop-up message if a user forgets to select duplex or grayscale
- ▶ Restrict users' functionality (e.g. after hours)
- ▶ Allow free printing on schedules (e.g. during class or workshop times)
- ▶ Give discounts during off-peak times
- ▶ And much more...

Cost recovery

Want a bigger impact than just applying policies? Designate different [costs for print settings](#), such as color versus grayscale, single-sided versus duplex, and printer P versus printer C.

User pay-for-print

Set users or groups up with [quotas](#) by applying credit to their account. This can be a recurring allocation per semester, quarter, month, or hour – or even implement a “use it or lose it” policy.

Integrate with one of many third-party payment gateways – such as PayPal, Authorize.Net, RBS WorldPay and CyberSource – to enable users to transfer balance directly from their bank to their PaperCut account.

Or give users quick and easy print credit by using [prepaid/top-up cards](#). Create a bulk batch and distribute them to different department heads, or offer them in a vending machine. A user buys a card, enters the unique code into their PaperCut UI, and ta-da: they're ready to print!



Client Billing

Are you printing in a business that would like to bill costs back to a client or project? That's easy with PaperCut MF's [Client Billing](#). Every time a job is initiated, select the appropriate account and the charge will be applied to their balance, making tracking and invoicing simple and precise.

To make things extra easy, PaperCut integrates with a variety of third-party legal and accounting systems so you don't even need to change your existing setup to start feeding data through.

Secure your printing

End-to-end encryption

PaperCut MF supports end-to-end encryption on the network. That means not just security at the printer, but from the user's device to the print server, the print server to the printer, and the printer to the user's hand. They're protected at every stage, from "I want to print this," to "I've printed this, now it's time for coffee."

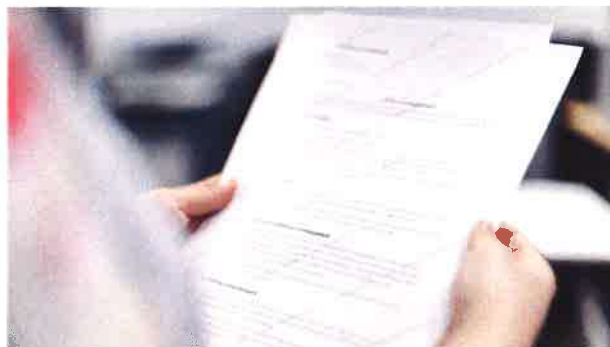
User authentication

To avoid mix-ups with balance allocations and document handling, PaperCut MF requires users to authenticate at the MFD with a variety of login options. Enter a unique ID, username with a correlated password or pin, scan an ID card or badge, or integrate with biometric hardware for the most secure level of identification.

Card numbers can easily be extracted from your network's user directory or a database (e.g. door access control system), or users can self-associate their card on first use.

Watermarking and digital signatures

[Watermarking](#) automatically adds a username, timestamp, digital signature, or other metadata to every printed page. It's a fantastic mechanism to improve behavior in your organization – when users see that printed documents can be traced back to them, it's much less likely they'll let sensitive documents lie around the office.



Secure Print Release

[Secure Print Release](#) increases document security and reduces wasteful, uncollected print jobs. All print jobs sit in a holding state until the user walks up to the multi function device (MFD), logs in, and approves its release. This avoids confidential documents sitting on the paper tray until users can make their way to the MFD, or if a user forgets they pressed "print" at all.



Find-Me Printing

Adding convenience to the already secure mix, [Find-Me Printing](#) saves users from needing to choose what printer they'd like their job sent to. They can print to the shared Find-Me queue, then simply walk up to any printer they like, authenticate, and safely release their job under their strict supervision.

With Find-Me Printing, you'll:

- ▶ Reduce the need for IT administrators to manage multiple print drivers and queues
- ▶ Reduce waste by up to 20% in busy office environments
- ▶ Minimize inconvenience when printers are in error by letting users easily select another

Print archiving

[Print archiving](#) empowers administrators to browse and review the content of print activity in their environment. Alongside the powerful tracking and reporting functionality built into PaperCut MF, this gives administrators a wide range of auditing functions.

913 North Broadway • Oklahoma City, OK 73102 • Phone: 405.232.1264 • Fax: 405.236.3334

The words "Lessee," "you" and "your" refer to **Customer**. The words "Lessor," "we," "us" and "our" refer to **ImageNet Consulting, LLC**.**CUSTOMER INFORMATION**

FULL LEGAL NAME

STREET ADDRESS

T

CITY

STATE

ZIP

PHONE

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

See attached Schedule A

TERM AND PAYMENT INFORMATION

Payments* of \$

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

☒ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Customer's Initials

☐ Purchase all of the Equipment for \$1.00.

Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.**LESSOR ACCEPTANCE**

ImageNet Consulting, LLC

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

ACCEPTANCE DATE

TERMS AND CONDITIONS (Continued on Page 2)

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described herein and in this purchase order into which these Lease Agreement Terms and Conditions are incorporated (the "PO"), and in any attached schedule, addendum or amendment hereto (collectively, the "Agreement"). You represent and warrant that you will use the Equipment for business purposes only. This Agreement is subject to the terms and conditions of the Statewide #1034 contract, which contract, together with this Agreement and the documents incorporated therein, constitutes the entire agreement between you and us with respect to the subject matter hereof and supersedes all prior representations, warranties and agreements with respect to such subject matter. For the avoidance of doubt any additional terms and conditions set forth or incorporated into the PO (other than commercial terms such as equipment, location, delivery, rent and term) are expressly excluded. This Agreement becomes valid upon execution by both parties. Payment is due forty-five (45) days from which a proper invoice is received, and interest for late payments is calculated subject to Title 62 O.S. § 34.72. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You agree to pay us a yearly processing fee of up to \$125 per asset for personal property taxes we pay related to the Equipment. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other equipment lease or equipment loan agreement with us. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: We may make a profit on this program. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement. Any proceeds of insurance will be paid to us and credited against the Loss.

5. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair.

6. END OF TERM: If you do not purchase the Equipment at the end of the term, it shall be returned in full working order and complete repair, excluding maintenance and repair for which we are responsible under the Statewide #1034 contract. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

7. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the

U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

8. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you when (i) manually or electronically countersigned by us or attached to our original signature counterpart and (ii) in our possession or control shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. To the extent this Agreement constitutes chattel paper, a security interest may only be created in the sole original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

9. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

10. LAW; JURY WAIVER:

This Agreement shall be deemed fully executed and performed in the state of Oklahoma and shall be governed by and construed in accordance with its laws. All legal proceedings must take place in Oklahoma County, Oklahoma.

Customer Information

Client Legal Name:								
Billing Address:								
City:		State:		Zip:		Main Phone #:		
Main Contact:		E-Mail:		Phone:		Ext:		
Meter Contact:		E-Mail:		Phone:		Ext:		
Payables Contact:		E-Mail:		Phone:		Ext:		

Equipment Schedule

Please refer to "Pricing and Schedule of Equipment", attached and made part of this Agreement for specific equipment and pricing.

Customer Authorized Signature:	ImageNet Consulting, LLC Authorized Signature:				
Accepted by:	Title:	Date:	Accepted by:	Title:	Date:

The words **YOU** and **YOUR** refer to the Client listed above and the words **OUR**, **WE** and **US** refer to ImageNet Consulting, LLC, separately a "Party" and together the "Parties".

1. General:

- In accordance with the selected "Service Plan" listed in the attached Pricing and Schedule of Equipment (the "Schedule"), we may provide service and all maintenance including unlimited service calls, parts (as classified by the manufacturers) and consumable supplies, including maintenance kits, transfer kits, fuser kits, process kits, developer and imaging drums and toner on the equipment listed in the attached Schedule (the "Equipment") for the term outlined.
- Standard service rates are formulated using the manufacturer's suggested yield for toner and a six percent (6%) coverage for black and white prints and twenty-four percent (24%) coverage for color prints. Upon request, we will supply the manufacturer's suggested yield for supplies to be provided under this Agreement. If the total yield of supplies provided to you ("Pages Shipped") exceeds the total reported volume of printing ("Pages Billed") by more than twenty percent (20%) we may assess a surcharge equal to the manufacturer's suggested retail price ("MSRP") of the additional usage. Upon receipt of supplies, you shall be responsible for their safekeeping and shall reimburse us the MSRP of any supplies that are lost, damaged, stolen or used in equipment not supported under this Agreement.
- We may reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as print quality is not affected. The term "supply" or "supplies" includes toner, developer, fuser, maintenance kits, drums and supply modules as specified by the manufacturer.
- We will not be obligated to provide service on Equipment where you use (a) supplies; (b) printer parts; or (c) paper that does not meet manufacturer's specifications and/or you use supplies or spare parts not obtained through us. We may charge our standard hourly rates to repair Equipment with service problems as a result of your misuse of these items.
- In lieu of scheduled preventative maintenance, we will perform a "Total Call" that will cover any service required, including, but not limited to, the original service issue requested. The Total Call will include, (1) communication with you of the call status, if requested, (2) identification of problem source and what is needed to affect repairs, (3) Equipment inspection for high mortality areas to proactively avoid future service issues, (4) technician compliance through field audits and quality checks, (5) exterior and interior cleaning of Equipment and surrounding area, and (6) an explanation of repairs to you, if requested.
- If the Equipment is modified, altered, or serviced by personnel other than our representative, we may charge you for any damage resulting from such modification, alteration, or improper service.
- We will not be responsible for delays, inability to provide service calls due to strikes, riots, civil insurrections, acts of terrorism, accidents, acts of God, or any other event beyond its control. All Service under this agreement will be rendered during normal working hours of 8:00am to 5:00pm Monday through Friday unless otherwise agreed upon in writing by both parties.
- Each impression on ledger (11x17) paper will be counted as two images.
- In the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of this Agreement can be transferred to a new machine purchased through us.
- In the event of rising fuel costs, we reserve the right to add a fuel charge to the monthly, quarterly or annual invoice.
- If applicable, you may request the right to adjust the "Base Charge" and "images included" by up to 10%. An adjustment request of a greater percentage will require that this agreement be terminated and new agreement signed with new billing rates.
- We provide standard web-based support services including, but not limited to, service call dispatch, supply ordering, and current meter input available at www.imagenetconsulting.com.

2. Equipment Guidelines: All equipment covered under this Agreement must adhere to the following guidelines:

- Equipment must be placed in a normal office setting with sufficient space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
- Equipment must always be operated on an electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer. Moreover, if stipulated by the manufacturer, Equipment must be operated on an isolated electrical line.
- Equipment must be operated within the specified operational (including usage) specifications.
- Only our furnished supplies and parts may be used on the Equipment.
- Our supplies and parts found in equipment not covered within this agreement will be invoiced at the manufacturer's suggested MSRP.
- Equipment will be utilized at, and will not be removed from, the "Location Address" specified in the Schedule unless you get our written permission in advance to move it.

3. Coverage Excluded: This Agreement excludes the following unless otherwise specified:

- Paper and staples.
- Any, and all, equipment not listed on the Schedule attached to this Agreement, external cards, hard drives or supplemental hardware; and software.
- Network Connected Equipment: Network connected equipment will be covered up to the network connection of the Printer/Multi-Function Printer ("MFP"). Issues relating to software and/or connectivity after ninety (90) days of installation will require a new scope of work at your request and does not affect this Agreement.
- Items damaged by you, including but not limited to, doors, paper trays and covers. Replacement of these items will be charged to you at our current rates.
- It is your responsibility to ensure that any connected device meets with your network security policy, included but not limited to any malware protection.

4. Meter Reading:

- a. **Monitoring:** If you qualify, we will install, activate, and utilize software, at no cost to you, to provide monitoring, support and reporting services for networked equipment. If you choose not to utilize, or you do not qualify for, our monitoring software we reserve the right to charge \$5.00 per machine per month to offset our cost of manual meter collection, including onsite, phone and personal email requests for networked and non-networked Equipment.
 - b. **Estimated Meters:** In the event we are not able to obtain Equipment meter readings from you, we will utilize past meters to estimate a current meter in order to process billing. Overages may apply during the proceeding billing cycle if estimates are lower than actual volume. Invoice credits will not be issued for estimated meter readings.
 - c. **Stale Meters:** If we are unable to obtain meter readings for Equipment in three (3) consecutive reporting periods, we may require a usage/configuration page prior to placing any supply order. If no usage/configuration page is provided, we may (i) bill you for requested supplies at MSRP, (ii) remove the non-reporting Equipment from service coverage under this Agreement, (iii) suspend invoicing until a meter reading is reported, at which time all usage will be billable in arrears, (iv) continue to bill base charges based on the minimum usage commitment, or (v) dispatch a service technician to obtain a current meter reading and bill you our current hourly labor charge.
 - d. **Contact:** You agree to make available and designate a key contact for general administration of this Agreement, including troubleshooting of monitoring software or providing meter readings to us, as necessary. If the employment status of the key contact changes and affects the contact's availability to perform this assignment, you shall promptly inform us and provide a new key contact.
5. **Quality Assurance:** We will ensure reasonable Equipment uptime through our performance management and reporting tools. Performance reviews may be scheduled at your request.
6. **Additional Equipment:** You shall notify us promptly upon installing any additional equipment not purchased and/or leased from ImageNet Consulting, LLC ("Additional Equipment") at your site capable of using our provided Supplies. If the Additional Equipment is of the same model or utilizes the same specific supplies as any of the Equipment serviced by us under this Agreement then, upon installation, such Additional Equipment shall automatically be covered at the already established rates and considered Equipment under the terms of this Agreement. If the Additional Equipment is not of the same model as any of the Equipment serviced by us then we shall have the right to add it to this Agreement per a mutually agreed upon price evidenced by an amendment to the Equipment Schedule and executed by both parties.
7. **Implementation:** We will inspect any existing equipment currently located at your site that is to be covered under this Agreement to determine that it is in good mechanical condition prior to this Agreement's Effective Date. Should the equipment require significant repair or overhaul, such repairs may be charged to you at our current hourly rates. Such repairs will be performed and charged only upon agreement of both parties. Should you elect not to have equipment repaired, we will tag the equipment as Do Not Repair ("DNR") and will provide you with a revised Schedule to include the equipment identified as DNR. Any new equipment to be installed by us as part of this Agreement will be covered upon installation and execution of this Agreement.
8. **Back Orders:** Unless otherwise noted within this agreement, we may provide to customer compatible supplies if unable to receive supplies from the manufacturer due to back orders.
9. **Term:** This Agreement will begin upon delivery of Equipment and continue on a month to month basis. Either party may cancel this Agreement in accordance with SW1034. If you cancel this Agreement, you must return any unused supplies we provided to you as part of this Agreement and, if you do not, we reserve the right to charge MSRP for any unused supplies.
- Termination:** We may, at our sole discretion, terminate coverage on any specific Equipment that exceeds one hundred and fifty percent (150%) of its engine life or exceeds seven (7) years since the Equipment model was introduced to the market by the manufacturer by providing you thirty (30) day written notice.
10. **Payment:** Payment is due as described with SW1034. We will provide electronic copies of invoices via email to you on a monthly, quarterly, or annual basis. Should you elect to have invoices mailed to you, we will charge you \$3.00 per invoice as an administration fee to print, package, and mail requested invoices.
11. **Assignment**
12. **Miscellaneous:** This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.
13. **Breach or Default:** If you do not pay all charges for services as provided hereunder, promptly when due: (1) we may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. (cash on deliver) "Per Call" basis at published rates and (2) you agree to pay us all costs and expenses of collection including the reasonable attorney's fee permitted by law in addition to all other rights and remedies available to us.
14. **Confidentiality:** In the process of performance under this Agreement, the Parties may provide each other certain confidential or proprietary information regarding their business operations (collectively, the "Confidential Information"). To the extent permitted by law, such Confidential Information, whether provided directly or indirectly, in oral, written, graphic or any other form, will be deemed confidential and subject to restricted use and limited distribution, regardless of whether it is identified as being confidential or proprietary at the time of disclosure. To the extent permitted by law, the receiving Party will (a) hold the Confidential Information in confidence and protect it with at least the same degree of care with which it protects its own information of a similar nature, but in any event not less than reasonable care; (b) only use the Confidential Information for the purpose of performing its obligations hereunder; (c) not copy or duplicate such Confidential Information without the disclosing Party's prior written approval; (d) restrict disclosure of such Confidential Information to only those employees, consultants and contractors with a need to know; (e) ensure employees or others given access to the Confidential Information agree to maintain the confidentiality thereof; (f) promptly notify the disclosing Party in the event that the receiving Party becomes legally compelled in a judicial, administrative or governmental proceeding to disclose any of the Confidential Information, so that the disclosing Party may seek an order protecting the Confidential Information from public disclosure; and (g) advise the disclosing Party promptly upon becoming aware of any loss, disclosure, or duplication of the Confidential Information or breach of the confidentiality of the Confidential Information. The obligations in this section will not apply to information which (a) is already known to the receiving Party as evidenced by a writing dated prior to the date of disclosure; (b) is or becomes generally known to the public through no wrongful act of the receiving Party; (c) is received from an unaffiliated third Party without either an obligation of non-disclosure or breach of an obligation of confidentiality in the third Party's receipt or transmission of the Confidential Information; (d) is independently developed by it or its affiliates without use of or reference to the Confidential Information; or (e) is required by law to be disclosed by the receiving Party, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and reasonably assists the disclosing Party in obtaining an order protecting the Confidential Information from public disclosure. Upon request of the disclosing Party, the receiving Party will immediately return any and all Confidential Information and any copies thereof, and will destroy all notes, or other documents involving the Confidential Information, or certify to the destruction of the Confidential Information in a form reasonably satisfactory to the disclosing Party.
15. **Correspondence:** All correspondence relating to the notifications within this Agreement are to be sent via registered letter to ImageNet Consulting, LLC, Attn: Contracts Department, 913 N. Broadway, Oklahoma City, OK 73102 or emailed to contracts@imagenet.com. We will send correspondence to you at the appropriate "bill to" address, physical or electronic mail, listed on your account.
16. **Connectivity and Security:** We will connect up to four (4) workstations during initial installation; additional workstations will be subject to additional charges. We will provide you a Connectivity Information Sheet ("CIS") prior to installation of any equipment that requires software or connectivity. The

CIS form may require an additional scope of work ("SOW") to be performed during the initial set up of the equipment. At your request, we will provide a new scope of work related to any issues that arise after ninety (90) days of the initial install. It is your responsibility to provide adequate and secure connectivity to enable the Equipment to perform to your satisfaction. You acknowledge and agree that we do not guarantee or warrant the quality, speed, security or uninterrupted availability of the Equipment as it relates to the connectivity provided by you. You acknowledge that the communications lines used to access the Equipment are provided by a third party public utility or by private companies over which we have no control, and the security of data transmission over such lines to provide the Equipment is not our responsibility. Accordingly, we will have no liability to you arising from or related to the transmission or lack of transmission of data over the communications lines used to access the Equipment, or for any attempted or actual access, modification, damage, loss, deletion, misappropriation, or compromise of any data in connection with the Equipment. You agree to refrain from any act or omission which disrupts, inhibits or prevents the effectiveness, or operation of the Equipment provided by us and our partners, including without limitation, virus protection, data backup and IT managed services.

17. **Your Data:** You acknowledge and agree that the responsibility of acquiring and implementing tools for managing, storing, backing up, purging and/or securing data is within the owner of such data. You acknowledge and understand that data may be stored on hard drives inside the Equipment and you agree that it is your responsibility to manage this data in accordance with any federal compliance laws, including but not limited to, HIPAA. Furthermore, you acknowledge and agree that in the use of the Equipment, including but not limited to the transmission and storage of data, that despite every effort by you and us, there remains a risk that your data may be accessed, modified, damaged, lost, deleted, misappropriated, or compromised by willful attack or otherwise and perhaps not be recoverable ("Data Breach").
18. **Data Backup:** We may install and/or configure the Equipment to work with your existing hardware and software on your computer(s), computer network and/or other office equipment and you acknowledge that it is advisable for you to back up all data on your computer equipment that you deem necessary prior to our installation and/or configuration of any Equipment to work with your hardware and software, and on a regular basis thereafter. You acknowledge that such backup procedures should be performed on at least a daily basis.
19. In the event we temporarily loan Equipment to you, it is subject to this Agreement.
20. **Subscription License Grant:** In connection with the provision of the Services, we may provide you with access to certain software-as-a-service online applications ("Software") and certain proprietary content development, information and materials including, without limitation, custom software development, custom content development, user manuals, technical manuals, standard and customized forms, reports, software, courses, modules, assessment questions, and other content ("Provided Materials") on a limited, worldwide, non-exclusive, non-transferable, and revocable basis. Subject to your compliance with this Agreement, we hereby grant you, during the Term, a limited, worldwide, non-exclusive, non-transferable license to access and use the Software and Provided Materials solely in connection with the Services and for your internal use. The Software and Provided Materials are licensed and are not sold and, as between the parties hereto, you will at no time obtain title to the Software or Provided Materials. You will further ensure that any individual leaving your organization will be prohibited from accessing, copying or utilizing the Software or Provided Materials, and upon this Agreement's termination, you will return or destroy all Provided Materials.
21. OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, WE DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY WILL BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE PERFORMANCE OF THE EQUIPMENT, INABILITY TO USE ANY SOFTWARE LICENSED BY US, OR THE LOSS OF THE USE OF THE EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND YOU HEREBY WAIVE ANY CLAIMS RELATED THERETO.
22. **Jurisdiction:** This Agreement will be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Oklahoma (excluding its conflict of laws provision). Both parties consent to the exclusive jurisdiction of any claims related to this Agreement in the state or federal courts of Oklahoma, and each party irrevocably waives any objection, including any objection of laying venue, which it may have, or hereafter have, to the bringing of any action or proceeding in any such court in respect of this Agreement
23. **Signer Authority:** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Base charge	\$	Monthly	For	months
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Start Date	End Date
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BW images included	overages billed @	\$	Monthly
Accent images included	overages billed @	\$	Monthly

Profession images included

Service Plan	<input type="checkbox"/> Labor Only	Supplies	<input type="checkbox"/> Compatible Supplies
	<input type="checkbox"/> Parts, Labor		<input type="checkbox"/> OEM Supplies
	<input type="checkbox"/> Parts, Labor & Toner		<input type="checkbox"/> Automated Toner Distribution

Address of Equipment

Make	Model	Quantity	Location	Meter Contact	Phone	Email	DCA
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Email

**Attachment F to
STATE OF OKLAHOMA CONTRACT WITH IMAGE NET CONSULTING, LLC.
RESULTING FROM SOLICITATION NO. # EV00000190**

Negotiated Exceptions to the Solicitation

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions submitted by **Image Net Consulting, LLC.** or discussed by the parties.

REQUESTED EXCEPTIONS NOT APPEARING BELOW
HAVE BEEN DECLINED BY THE STATE

RFP Section	Exception
Attachment B. State of Oklahoma General Terms – Section 2, Contract Effectiveness and Order of Priority.	Section 2.2F is hereby deleted and replaced in its entirety by the following: F. any statement of work, work order, lease agreement, or other similar ordering document as applicable; and

**Attachment F-1 to
STATE OF OKLAHOMA CONTRACT WITH IMAGE NET CONSULTING, LLC.
RESULTING FROM SOLICITATION NO. EV00000190**

**Template for Contract Modifications for Quotes, Statements of
Work, or other Ordering Documents**

The parties agree to use this template as the process to formally approve any terms, conditions or clauses that are to supersede the terms and Conditions in the Contract for purposes of the applicable quote, statement of work or other ordering document.

Contract Modifications for Quote, Statement of Work, or other Ordering Document

Solely for purposes of this ordering document, the terms and conditions of the Contract are hereby amended as set forth below. This amendment is considered an Addendum.

RFP Section	Exception/Additional Terms

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

IMAGE NET CONSULTING, LLC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The [INSERT AGENCY NAME] is additionally executing this document to memorialize its involvement in negotiation of and its agreement with the terms of this document.

By: _____

Name: _____

Title: _____

Date: _____