



Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE HIGH SPEED DEVICE

Date: February 20, 2013

Contract #: VA-101108-OCE

Authorized User: All public bodies, including VITA, and all Commonwealth Agencies as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: Canon Solutions America, Inc..
192 Ballard Court, Suite 101
Virginia Beach, VA 23452

FIN: 13-2677004

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Term: March 1, 2013 – April 30, 2013

Payment: Net 30 days

Categories/Pricing: Exhibit D

For Additional Contract Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

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NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

February 14, 2013

Margaret Bannerman
Canon Solutions America, Inc.

Per Section 3.A. ("Term and Termination") of contract VA-101108-OCE, The Virginia Information Technologies Agency has elected to exercise its option to extend the contract, from March 1, 2013 through April 30, 2013. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

**MODIFICATION #1
TO
CONTRACT NUMBER VA-101108-OCE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
OCÉ NORTH AMERICA, INC.**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and OCÉ NORTH AMERICA, INC., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-101108-OCE (the Agreement), as modified.

Modification #1 allows for the following:

As of January 1, 2013, OCÉ North America, Inc. and OCÉ Imagistics, Inc. will merge into Canon Business Solutions, Inc. with the newly merged entity being named Canon Solutions America, Inc.

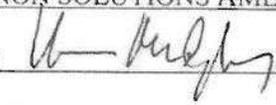
The Federal Tax ID for Canon Solutions America, Inc. is 13-2677004

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-101108-OCE and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

CANON SOLUTIONS AMERICA, INC.

BY: 

NAME: William Midgley

TITLE: Vice President, Business Operations

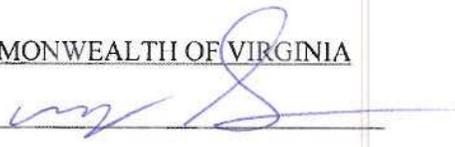
DATE: January 14, 2013

APPROVED AS TO FORM

BY LEGAL

 1/14/13

COMMONWEALTH OF VIRGINIA

BY: 

NAME: GREGORY SCARCE

TITLE: STRATEGIC SOURCING SPECIALIST

DATE: 1-14-13



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

September 27, 2012

Margaret Bannerman
OCE North America Inc.

Per Section 3.A. ("Term and Termination") of contract VA-101108-OCE, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract, from November 8, 2012 through February 28, 2013. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160



Statewide High Speed Device Information Technology Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Océ North America, Inc.

**STATEWIDE HIGH SPEED DEVICE INFORMATION TECHNOLOGY CONTRACT
TABLE OF CONTENTS**

1. PURPOSE	5
2. DEFINITIONS	5
A. Acceptance	5
B. Agent	5
C. Authorized Users	5
D. Computer Virus	5
E. Confidential Information	5
F. Deliverable(s)	5
G. Documentation	5
H. Electronic Self-Help	6
I. Lease Term	6
J. Maintenance Level	6
K. Maintenance Period; Maintenance Coverage Period (MCP)	6
L. Maintenance Services (or Maintenance)	6
M. Operating Condition	6
N. Party	6
O. Product(s)	6
P. Receipt	6
Q. Requirements	6
R. Response Time	6
S. Services(s)	6
T. Software	7
U. Software Publisher	7
V. Software Update	7
W. Statement of Work (SOW)	7
X. Supplier	7
Y. System Software	7
Z. Work Product	7
3. TERM AND TERMINATION	7
A. Contract Term	7
B. Termination for Convenience	8
C. Termination for Breach or Default	8
D. Termination for Non-Appropriation of Funds	8
E. Effect of Termination	8
F. Transition of Services	8
G. Contract Kick-Off Meeting	9
H. Contract Closeout	9
4. RIGHTS TO WORK PRODUCT	9
A. Work Product	9
B. Ownership	9
C. Pre-existing Rights	10
D. Return of Materials	10
5. SUPPLIER PERSONNEL	10
A. Selection and Management of Supplier Personnel	10
B. Supplier Personnel Supervision	10
C. Key Personnel	10
D. Subcontractors	11
6. FEES, ORDERING AND PAYMENT PROCEDURE	11
A. Fees and Charges	11
B. Reimbursement of Expenses	11

C. Statement of Work (SOW)	11
D. Supplier Quote and Request for Quote	11
E. Ordering	12
F. Orders for Lease-Purchased Product(s) for Executive Branch Agency Authorized Users	12
G. Orders for Lease-Purchase Product(s) for Local Government Authorized Users	13
H. Orders that Include Trade-in Products	13
I. Product Transfers between Authorized Users	14
J. Change Orders	14
K. Extensions to Lease Terms	14
L. Purchase Option for Leased Product(s)	14
M. Invoice Procedures	14
N. Payment for Lease-Purchased Products	15
O. Purchase Payment Terms	15
7. REPORTING	15
A. Supplier's Report of Sales and Industrial Funding Adjustment	15
B. Small Business Participation	16
8. STEERING COMMITTEE	16
9. AUTHORIZED USER SELF-SUFFICIENCY	16
10. ESCROW AGREEMENT	16
11. COMPETITIVE PRICING	16
12. CONFIDENTIALITY	16
A. Treatment and Protection	16
B. Exclusions	16
C. Return or Destruction	17
D. Confidentiality Statement	17
13. INDEMNIFICATION AND LIABILITY	17
A. Indemnification	17
B. Liability	18
14. INSURANCE	18
15. SECURITY COMPLIANCE	18
16. IMPORT/EXPORT	19
17. BANKRUPTCY	19
18. HARDWARE-SPECIFIC PROVISIONS	19
A. Delivery, Installation and Acceptance	19
B. Product Support and Additional Services	21
C. Warranty and Remedy	23
D. Scope of Use	27
E. Software License	27
F. Supplier-Sponsored Product Promotions	28
G. Special Provisions for Leased and Lease Purchase Product(s)	28
H. Removal of Hardware	29
19. SOFTWARE LICENSE (NON-HARDWARE RELATED)-SPECIFIC PROVISIONS	29
A. Software License	29
B. Delivery and Installation	31
C. Acceptance and Cure Period	32
D. Warranty Services	32
E. Maintenance Services	33
F. General Warranty	35
G. Training and Documentation	36
H. Reproduction Rights	37
I. Evaluation Copy of Software	37
J. Alternate Channel Participation (Resellers/Distributors)	37
20. SERVICES (NON-MAINTENANCE)-SPECIFIC PROVISIONS	37
A. Services	37
B. General Warranty	38

21. GENERAL PROVISIONS	39
A. Relationship Between VITA and Authorized User and Supplier	39
B. Incorporated Contractual Provisions	39
C. Compliance with the Federal Lobbying Act	40
D. Governing Law	40
E. Dispute Resolution	40
F. Advertising and Use of Proprietary Marks	40
G. Notices	40
H. No Waiver	41
I. Assignment	41
J. Captions	41
K. Severability	41
L. Survival	41
M. Force Majeure	41
N. Remedies	41
O. Right to Audit	41
P. Contract Administration	42
Q. Entire Contract	42

**STATEWIDE HIGH SPEED DEVICE
INFORMATION TECHNOLOGY CONTRACT**

THIS STATEWIDE HIGH SPEED DEVICE TECHNOLOGY CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and Océ North America, Inc. (Supplier), a corporation headquartered at 100 Oakview Drive, Trumbull, Connecticut 06611, to be effective as of November 8, 2010 (Effective Date).

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide purchase or lease of Hardware Products and Software Product(s), and for related accessories, supplies, Services and Maintenance for the Commonwealth's High Speed Device needs, to Authorized Users of this Contract.

2. DEFINITIONS

A. Acceptance

Successful delivery of the Deliverables at the location(s) designated and verification by Supplier that the Products meet manufacturer's specifications at the time of installation and to provide Services as set forth in this Contract and by an Authorized User in the applicable order or Statement of Work.

B. Agent

Any third Party independent Agent of any Authorized User.

C. Authorized Users

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

D. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such Software in any manner.

E. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or Statement of Work issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

F. Deliverable(s)

The tangible embodiment of the Products, Software, and/or Services including the development or creation of Work Product and provision of required management, administrative and technical reports, documents, Documentation, plans, drawings, schematics, and media, provided by Supplier as identified in this Contract and/or any applicable order or Statement of Work issued under this Contract.

G. Documentation

Those materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to make productive use of the Deliverables, and to implement and develop self-sufficiency with regard to the Deliverables obligated under this Contract and as may be specified in an order or Statement of Work issued under this Contract.

H. Electronic Self-Help

Any use of electronic means to exercise Supplier's license termination rights, if allowable pursuant to the Software License section of this Contract, upon breach or cancellation, termination or expiration of this Contract or any order or Statement of Work placed hereunder.

I. Lease Term

The fixed non-cancelable term, plus all periods covered by bargain renewal options, plus all periods for which failure to renew the lease would impose a penalty sufficient to make the renewal reasonably assured, plus all periods covered by ordinary renewal options during which the Authorized User guarantees the Supplier's debt with respect to the leased Product(s), plus all periods covered by ordinary renewal portions up to the date a bargain purchase option becomes exercisable, plus all renewals or extensions of the lease, which are at the Supplier's option. However, the lease term may not extend beyond the date a bargain purchase option becomes exercisable, as set forth in the order or SOW between the Authorized User and the Supplier.

J. Maintenance Level

The parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in the Contract. The actual Maintenance Level for a unit of Product or Software shall be set forth in the executed order or SOW for Maintenance of that Product or Software referencing this Contract.

K. Maintenance Period; Maintenance Coverage Period (MCP)

The term during which Maintenance is to be provided for a unit of Product or Software.

L. Maintenance Services (or Maintenance)

Those preventive, remedial and support Services and Software Updates, provided by Supplier at Authorized User's request in order to ensure continued operation of the Product, Work Product or Software.

M. Operating Condition

That condition which allows a Product or Software to function in a normal, acceptable working manner, as designed by the Product manufacturer or Software Publisher.

N. Party

Supplier, VITA, or any Authorized User.

O. Product(s)

Hardware, peripherals, and any other equipment or Software accessories, including the hardware's system Software, all upgrades, all applicable user Documentation and related accessories as set forth in this Contract.

P. Receipt

An Authorized User or its Agent has physically received any Deliverable at the correct "ship-to" location.

Q. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria in accordance with the Product's applicable manufacturer's specifications and other parameters and characteristics of the Products, Software, Services, and/or other Deliverables as set forth in Exhibit D and such other parameters, characteristics, or performance standards that may be agreed upon in writing by VITA and Supplier or the Parties to an order or Statement of Work issued hereunder. [In case of conflict, see the Entire Contract clause for order of precedence.]

R. Response Time

The time between Supplier's receipt of Authorized User's request for Maintenance support and the time Supplier commences repair or remediation.

S. Services(s)

Any work performed or Services provided by the Supplier to VITA or any Authorized User under this Contract, including but not limited to installation, testing, quality control, support,

maintenance, training the discovery, creation, or development of any Work Product and the provision of any Deliverable as set forth in this Contract and any approved Statement of Work or order issued under this Contract.

T. Software

The programs and code, and any subsequent modifications or releases of such programs and code, excluding Work Product, provided by Supplier under this Contract.

U. Software Publisher

The licensor of any Software, or hardware Product's System Software, provided by Supplier under this Contract.

V. Software Update

Any Software patch, fix, upgrade, update, enhancement, new release, or access mode, including, without limitation, modifications to the Software which can increase the speed, efficiency, or base of operation of the Software or add additional capabilities to or otherwise improve the functionality of the Software, which are to be provided by Supplier under this Contract as set forth in the Contract and any Authorized User's order or SOW. Excluding any Software Update provided for general release, and unless otherwise stated in the Contract, any Software Update developed by Supplier or any other third Party, using Commonwealth funds, shall be deemed Work Product.

W. Statement of Work (SOW)

Any document that describes, at a minimum, the Deliverables, due dates, performance-based milestones, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall provide Products, Software, Services or Deliverables as authorized under this Contract to an Authorized User), which, upon signing by both Parties, shall be deemed a part of this Contract. An SOW should be accompanied by a valid purchase order, referencing this Contract, from the Authorized User.

X. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

Y. System Software

The operating system code, including Software, firmware and microcode, (object code version) for each hardware Product, including any subsequent revisions, as well as any applicable Documentation.

Z. Work Product

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, Software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the performance of this Contract or any order issued hereunder. Work Product shall not include configuration of Software.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. VITA, in its sole discretion, may extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period thirty (30) days prior to the expiration of any current term. In addition, performance of an order or Statement of Work (SOW) issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until the Services and Deliverables to the applicable Authorized User have been completed by Supplier. Supplier shall not include any automatic renewal provisions in any, maintenance agreement, or software license as part of any order or SOW between an Authorized User and the Supplier or Supplier's OEM, if the Supplier is a reseller of the Product(s).

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, except for orders or SOWs placed in conjunction with a Lease Purchase Transaction, upon not less than thirty (30) days prior written notice. An Authorized User may terminate an order or SOW, in whole or in part, except for orders or SOWs placed in conjunction with a Lease Purchase Transaction upon not less than thirty (30) days prior written notice.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this the maintenance services associated with the defaulting unit Contract or any order or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a Party excluded from Federal Procurement and Non-procurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or Services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Services and Deliverables rendered by Supplier and Accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Deliverable that was not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier. Termination by Supplier will not be considered.

F. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Services to the Authorized User, its Agent(s) or any follow-on Supplier(s). This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide

such assistance at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting Requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in the Contract and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out Documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This Documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout Documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the Documentation is returned.

4. RIGHTS TO WORK PRODUCT

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that public body.

A. Work Product

VITA and Supplier each acknowledge that performance of this Contract may result in Work Product. The Parties shall document all Work Product specifications and such specifications shall be made an incorporated exhibit to this Contract. Supplier agrees that it shall promptly and fully disclose to the Commonwealth or the Authorized User any and all Work Product generated, conceived, reduced to practice or learned by Supplier or any of its employees, either solely or jointly with others, during the term or performance of this Contract, which in any way relates to the business of the Commonwealth, VITA or any Authorized User. Supplier further agrees that neither Supplier nor Supplier's employees, contractors, Agents or subcontractors, nor any Party claiming through Supplier or Supplier's employees, shall, other than in the performance of this Contract, make use of or disclose to others any proprietary information relating to the Work Product. All Services performed hereunder shall include delivery of all source and object code and all executables and Documentation for all Work Product. Supplier shall at no time deny access to the Work Product, regardless of form, by the Commonwealth or the Authorized User.

B. Ownership

Supplier agrees that, whether or not the Services are considered "works made for hire" or an employment to invent, all Work Product discovered, created or developed under this Contract shall be and remain the sole property of the Commonwealth and its assigns or the Authorized User and its assigns. Except as specifically set forth in writing and signed by both VITA and

Supplier, or Authorized User and Supplier, Supplier agrees that the Commonwealth or the Authorized User shall have all rights with respect to any Work Product discovered, created or developed under this Contract without regard to the origin of the Work Product.

If and to the extent that Supplier may, under applicable law, be entitled to claim any ownership interest in the Work Product, Supplier hereby irrevocably transfers, grants, conveys, assigns and relinquishes exclusively to the Commonwealth or the Authorized User any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If any moral rights are created, Supplier waives such rights in the Work Product. Supplier further agrees as to the Work Product to assist the Commonwealth or the Authorized User in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets and other rights and protection relating to the Work Product, and to that end, Supplier and its employees shall execute all documents for use in applying for and obtaining such patents, copyrights, and other rights and protection, and in protecting trade secrets, with respect to such Work Product, as the Commonwealth or the Authorized User may reasonably request, together with any assignments thereof to the Commonwealth or the Authorized User or entities designated by the Commonwealth or the Authorized User.

C. Pre-existing Rights

If and to the extent that any pre-existing rights are embodied or reflected in the Work Product, Supplier hereby grants to the Commonwealth or the Authorized User the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing.

D. Return of Materials

Upon termination of this Contract, Supplier shall immediately return to VITA or the appropriate Authorized User all copies, in whatever form, of any and all Confidential Information, Work Product and other properties provided by VITA or such Authorized User, which are in Supplier's possession, custody or control.

5. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable SOW between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees, Agents, and subcontractors, including all acts and omissions of such employees, Agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or Agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier or any of its Agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

C. Key Personnel

This Contract or an Authorized User's order or SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable order or SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract or of the applicable order or SOW.

D. Subcontractors

Supplier shall not use subcontractors to perform any portion of this Contract or any order or SOW issued under this Contract unless specifically authorized in writing to do so by VITA or the Authorized User, respectively. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any portion of the work pursuant to such order or SOW to any subcontractor that is a Party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract any portion of the work to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

6. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Products, Services and Deliverables provided hereunder, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit D, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term.

Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

B. Reimbursement of Expenses

If allowable pursuant to an Authorized User's SOW, such Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than thirty (30) miles from portal to portal incurred by Supplier during the relevant period; provided, however, that such Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by such Authorized User in advance and which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>, or a successor URL(s)).

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US\$30.00.

C. Statement of Work (SOW)

An SOW shall be required, when appropriate for any Products, Services or Deliverables ordered by an Authorized User pursuant to this Contract. All Services shall be performed at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit D herein. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type, but may with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses. For time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

D. Supplier Quote and Request for Quote

Should an Authorized User determine that a competitive process is required to ensure it receives the best value, such Authorized User may, at its sole discretion, on a case-by-case basis and upon approval by VITA, use a Request for Quote (RFQ) process to obtain Products, Services or

Deliverables identical or similar to those provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by Products, Software and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and Requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

Supplier shall respond to the RFQ by providing a quote, which shall include (a) a detailed description of each Product, Services and Deliverables proposed, at the Exhibit D line item level, (b) the quantity of each such component, (c) a unit price not to exceed the price(s) in Exhibit D, (d) any additional percentage discount offered, and (e) an extended price. If requested by the Authorized User,

Should Supplier be unable to respond to the RFQ due, for example, to resource constraints, Supplier shall notify Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for such inability to perform, prior to the due date for the submission of quotes in response to the RFQ.

E. Ordering

Notwithstanding all Authorized User's rights to license or purchase Supplier's Products or Services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's Products or Services. This Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third Party Suppliers of Products and Services similar to, or in competition with, the Products and Services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov>). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Purchase Order (PO): An official PO form issued by an Authorized User.
- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Products, Software, Services, and Deliverables available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

F. Orders for Lease-Purchased Product(s) for Executive Branch Agency Authorized Users

In addition to the foregoing, if an Authorized User places an order or SOW to Lease-Purchase Product(s) provided by the Supplier, the Authorized User must comply with the Virginia Department of Accounts (DOA) CAPP Manual and the Treasury Board's Master Equipment Leasing Program (MELP), as applicable. The Supplier agrees to provide relevant information and

completion of related documentation in a timely manner as required by the Authorized User to satisfy compliance.

No third-party or 2nd-tier agreements or additional terms and conditions are allowed with any such order or SOW for Lease-Purchase Product(s).

Suppliers will be required to fill in their Fixed Spread Rate (in decimal format) in each category that they wish to offer leasing. The Fixed Spread Rate amount entered will be added to current US Treasury Interest Rate Swap rate when leasing arrangements are made.

Lease pricing will be based on the Supplier's Fixed Spread Rate as specified in the appropriate category in Exhibit D, Pricing Schedule, of this Contract, and added to the appropriate last business day of the most recent quarter current US Treasury Interest Rate Swap rate located at:

<http://www.federalreserve.gov/releases/h15/current/>.

In a Lease-Purchase transaction, the purchase price offered to the Authorized User shall be based on a fair market value for buyout as defined in and in accordance with the rules and regulations found at:

http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/31205.pdf at the end of the Lease Term.

Further, if a financing arrangement is involved, the financing term for the Product(s) shall be determined by the Product(s)' useful life, as defined in the CAPP link in the paragraph above.

G. Orders for Lease-Purchase Product(s) for Local Government Authorized Users

Local Government Authorized Users may place an order or SOW to Lease-Purchase Product(s) provided by the Supplier, however, no third-party or 2nd-tier agreements or additional terms and conditions are allowed with any such order or SOW for Lease-Purchase Product(s).

Commonwealth localities are exempt from DOA CAPP Manual and the Treasury Board's MELP requirements; however, may have specific requirements that must be included in their order or SOW to ensure Supplier compliance.

Suppliers will be required to fill in their Fixed Spread Rate (in decimal format) in each category that they wish to offer leasing. The Fixed Spread Rate amount entered will be added to current US Treasury Interest Rate Swap rate when leasing arrangements are made.

Lease pricing will be based on the Supplier's Fixed Spread Rate as specified in the appropriate category in Exhibit D, Pricing Schedule, of this Contract, and added to the appropriate last business day of the most recent quarter current US Treasury Interest Rate Swap rate located at:

<http://www.federalreserve.gov/releases/h15/current/>.

In a Lease-Purchase transaction, the purchase price offered to the Authorized User shall be based on a fair market value for buyout as defined in and in accordance with the rules and regulations found at:

http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/31205.pdf at the end of the Lease Term.

Further, if a financing arrangement is involved, the financing term for the Product(s) shall be determined by the Product(s)' useful life, as defined in the CAPP link in the paragraph above.

H. Orders that Include Trade-in Products

In addition to the foregoing, if an Authorized User places an order or SOW for Products, where a trade-in of old products is included, the Authorized User must comply with the Virginia DOA CAPP Manual and must adhere to the rules and regulations in the Agency Procurement and Surplus Property Manual, published by the Division of Purchases and Supply (DPS), Department of General Services (DGS). The Supplier agrees to provide relevant information and completion of related documentation in a timely manner as required by the Authorized User to satisfy compliance. Commonwealth localities are exempt from the requirements of this provision; however, may have specific requirements that must be included in their order or SOW to ensure Supplier compliance.

I. Product Transfers between Authorized Users

In the event of a transfer of Product to another location, the Authorized User receiving the transferred Product(s) will pay Supplier removal and installation charges. The Supplier is responsible for preparation and is reimbursed per the order or SOW authorized charges as approved in advance by the Authorized User receiving the transferred Product(s). All purchase option credits, present and future on such Product(s) will remain in effect for use by the Authorized User receiving the transferred Product(s) and that Authorized User is responsible for tracking the Product(s) for compliance with the DOA CAPP Manual and the DGS Surplus Property Manual rules and regulations. Commonwealth localities are exempt from the requirements of this provision; however, may have specific requirements that must be included in their order or SOW to ensure Supplier compliance.

J. Change Orders

All changes to the Services and Deliverables to be provided pursuant to any given order or SOW must be described in a written change request, which includes any appropriate adjustments to the order or SOW. Either Party to an order or SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event shall any order or SOW or any modification thereto require the Supplier to perform any work beyond the scope of this Contract.

K. Extensions to Lease Terms

If the Authorized User has not elected to purchase the leased Product(s) at the expiration of an order's or SOW's Lease Term, and as long as the Authorized User is not in default, the order or SOW (other than those that expire five years or greater from date of installation) may be extended for one additional year upon written notice from the Authorized User. Any extension will be under the same terms and conditions of this Contract with no additional terms and conditions introduced by Supplier.

L. Purchase Option for Leased Product(s)

If the Authorized User is not in default, it shall have the right to buy the leased Product(s) "as is with no additional warranty" at the expiration of the Lease Term by tendering the purchase option amount. For lease-purchase transactions with Fair Market Value option, the Fair Market Value of the leased Product(s) shall be based on a Fair Market Value for buyout as defined in and in accordance with the rules and regulations found at: http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/31205.pdf at the end of the Lease Term.

M. Invoice Procedures

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Products, Software, Services, , and Deliverables, have been accepted and in accordance with the payment schedule in the applicable order. Payment for support Services shall be annually in arrears unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit D. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit D, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Itemization and description of Product, Software, Services Type, Deliverables, and, if applicable, project milestone
- ii). Quantity, charge and extended pricing for each Product, Software, and/or Services item or milestone
- iii). Product serial number, if any
- iv). Applicable order date
- v). Ship or delivery date
- vi). Ship-to or delivered-to contact name

- vii). This Contract number and the applicable order number
- viii). Supplier's Federal Employer Identification Number (FEIN).

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

N. Payment for Lease-Purchased Products

The ordering Authorized User shall pay the applicable monthly or annual lease payment for the Product(s) and/or financed Items as specified in the executed Lease Purchase Transaction. Payment shall be made by the ordering Authorized User for the full Lease Term unless the purchase order is terminated by the Authorized User pursuant to the Term and Termination provisions in Section 3 of this Contract,

O. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until items or milestones have met Acceptance criteria. Charges for Products, Software, or Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge on all billing except for usage billing for the amount over-billed for each month that such over-billing continues. In the event any Deliverable is shipped without the applicable Documentation, payment shall not be due until the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with Documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net thirty (30) days after Acceptance.

7. REPORTING

A. Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted and contact information for submission is available at <http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls>. The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a \$0.00 total sales value) for the reporting period.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at <http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls>.

Failure to comply with reporting, payment and distribution Requirements of this section may result in default of the Contract.

B. Small Business Participation

Supplier and VITA agree to meet promptly after the Effective Date of this Contract to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small Businesses as subcontractors and second-tier Suppliers under this Contract.

Supplier and VITA agree to meet annually thereafter to review small business subcontracting reports and discuss further action with respect to small business subcontracting and spend.

In addition, by the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier Suppliers which provide Products or Services under this Contract. The report should specify the amount of such spend provided to small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov.

8. STEERING COMMITTEE

[Reserved]

9. AUTHORIZED USER SELF-SUFFICIENCY

Prior to or at any time during Supplier's performance of an order issued, or which may be issued, pursuant to this Contract, an Authorized User may require that Supplier provide to Authorized User a detailed plan to develop Authorized User self-sufficiency and to transition operation and management to Authorized User or its Agent, which Agent may be VITA or an Agent of VITA or a third Party provider under contract with Authorized User. At Authorized User's request and pursuant to an order for Supplier's Services issued hereunder, Supplier shall provide all assistance reasonably required by Authorized User to develop self-sufficiency. During and/or after the transition period, Authorized User may, if applicable and at its sole discretion, elect to order or continue Maintenance Services from Supplier for any Software or hardware components provided by Supplier under this Contract.

10. ESCROW AGREEMENT

[Reserved]

11. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or Product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or Product term or warranty being offered to any commercial or government customer of Supplier. If Supplier enters into any arrangements with another customer of Supplier or with an Authorized User to provide Software or Services under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

12. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-Party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or Agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or Confidential Information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-Party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

D. Confidentiality Statement

All Supplier personnel, contractors, Agents, and subcontractors performing pursuant to this Contract shall be required to sign a confidentiality statement or non-disclosure agreement. Any violation of such statement or agreement shall be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

13. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Products, Software, or the Services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Products, Software or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Products, Software, or that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the

Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Products, Software or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Products, Software, or Services, or any component thereof; or (b) replace or modify such infringing Products, Software or Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Products, Software or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Solution. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Products, Software or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

B. Liability

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations, Supplier's liability shall be limited to twice the aggregate value of Products, Software and Services provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

14. INSURANCE

[Reserved]

15. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

16. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

17. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA or Authorized User pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

18. HARDWARE-SPECIFIC PROVISIONS

A. Delivery, Installation and Acceptance

1. Delivery Procedure

Supplier shall deliver all Product(s) F.O.B. Destination with such destination being the "ship to" address specified in the applicable order. If there is any special rigging required for final Product placement, Authorized User shall bear those costs. For orders for which Supplier is to provide installation of the Product(s), Supplier shall bear all risk of loss of or damage to the Product(s) until Receipt by the Authorized User. For orders for which Supplier is not to provide installation of the Product(s), Supplier shall bear all risk of loss or damage to the Product(s) until Receipt. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the Product(s) while in transit. Each shipment shall include a packing slip indicating this Contract number, the Authorized User's order number, the part number, a description of the Product(s) shipped and the quantity shipped. Each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product(s) contained therein by part number and description, and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall immediately attempt to repair the Product to meet its applicable manufacturer's specifications or provide a replacement item. Title to Lease-

Purchased Products shall pass to Authorized User in accordance with the Lease-Purchase Agreement. Title to direct purchased Product(s), excluding System Software, shall pass upon Acceptance.

Supplier shall make available all appropriate and/or related user documentation at the time of delivery of the first unit of each different Product type. Product(s) delivered without the appropriate and required documentation shall be considered "shipped short" until the applicable documentation has been received.

2. Late Delivery

Supplier hereby acknowledges and agrees that failure to deliver the Product(s) ordered in strict accordance with the agreed upon delivery schedule determined in accordance with this Contract or an approved order issued by Authorized User shall constitute a material breach of this Contract resulting in damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain as of the Effective Date of this Contract or the approved order issued by the Authorized User. In place of damages for late delivery of the Product(s), Supplier will provide a loaner to Authorized User or negotiate an extended delivery date with the Customer. In addition, in the event the Supplier fails for any reason to deliver within thirty-five days (35) of the agreed upon delivery date set forth in the order/schedule, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of breach. Once notice by such Authorized User is sent or given, the Authorized User may immediately procure the undelivered items, or items similar thereto, from another source. Once the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act, §§ 2.2-4300 et seq. of the Code of Virginia), the Authorized User may charge-back Supplier, in which case Supplier agrees to reimburse the Authorized User for any difference in cost between the original contract price and the Authorized User's cost to cover from the alternate source. In no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User's notice of breach. Notwithstanding the foregoing, the Authorized User reserves any and all other remedies available at law or in equity.

3. Product Trade-in and Upgrade

(To be proposed by supplier without conflict to subsection 6.G, Orders that Include Trade-in Products)

4. Product Installation

Only if Authorized User's order or SOW includes Supplier's installation services, Supplier is not responsible for initial installation of Product. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, related necessary services to allow for Acceptance by the Authorized User.

All Product installations shall comply with building and facilities standards established by the ordering Authorized User. If such Authorized User installs the Product, Supplier shall provide all reasonably necessary telephone assistance at no charge.

5. Product Acceptance

Product(s) shall be deemed accepted when the ordering Authorized User determines that such Product(s) successfully operates in accordance with the Product's manufacturer's specifications and the specifications in the contract. Such Authorized User shall commence Acceptance testing within five (5) days, or within such other period as set forth in the applicable order, after receipt/installation of the Product(s). Acceptance testing will be no longer than five (5) days, or such longer period as may be agreed in writing between Authorized User and Supplier. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per

diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Product(s) shall be deemed Accepted.

6. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such previously non-conforming Product(s) for re-testing within seven (7) days of written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Product(s) which meets its manufacturer's specifications, such Authorized User may, in its sole discretion: (i) reject the Product(s) in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Product(s) with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Product(s) while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Product(s) to meet, in all material respects, its manufacturer's specifications after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Product(s) and any Services to be provided thereunder by Supplier.

7. Product Discontinuation

During the term of this Contract, if any Product(s) listed on Exhibit D of this Contract is discontinued and Supplier does not offer a substitute acceptable to VITA, Supplier shall, for each Authorized User who purchased the discontinued Product(s), continue to meet such Authorized User's needs for the discontinued Product(s) for not less than twelve (12) months. Additionally, Supplier shall make available to the Authorized User maintenance parts for discontinued Product(s) for five (5) years from the date of such discontinuation. In every event, Supplier will provide any Authorized User with 60 days advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.

B. Product Support and Additional Services

1. Authorized User or Third Party Support

a) Documentation and Support Availability

In the event that VITA terminates this Contract, Supplier shall provide all the necessary user and installation documentation and maintenance and repair training reasonably required to enable any Authorized User to maintain and repair the Product(s) itself or to obtain support and maintenance services from a third-party. Supplier shall also provide the documentation and training necessary to allow any Authorized User to self-maintain to the subcomponent level. In addition, Supplier agrees to provide, for a period of five (5) years from the date of the last purchase, spare parts and components at the cost set forth in Exhibit D of this Contract, including those solely sourced by Supplier, to enable any Authorized User or its designated third-party maintenance provider to provide full maintenance and repair of the Product(s).

b) Timeliness and Price

Supplier agrees to make the above-referenced documentation, training and spare parts and components available within thirty (30) days following receipt of a written request, and at a price set forth in Exhibit D of this Contract, such price not to exceed Supplier's published price list, or the fair market value, but in no event at prices above the lowest price paid by any other customer of Supplier. In addition, Supplier agrees to sell Product(s), as set forth in Exhibit D of this Contract, to any Authorized User's third-party maintenance provider under contract with such Authorized User, at the prices as set forth in Exhibit D of this Contract, for the sole purpose of supporting the Authorized User's installed inventory. Supplier agrees to document and provide to all Authorized Users in a timely manner any and all revisions to information and parts and components lists as they are developed or supplied by Supplier.

2. Engineering Changes and Product Modification

For each Authorized User that purchased Product(s), Supplier agrees to document and provide to such Authorized User any and all planned engineering changes to the Product(s) ninety (90) days prior to incorporation. All engineering changes which affect the safety of the Product(s) ("Safety Changes") or the ability of the Product(s) to meet the published specifications ("Performance Changes"), shall be made at no cost to the Authorized User. Supplier shall install all Safety Changes and Performance Changes on a mutually convenient basis after issuance of the engineering change order by the Product's manufacturer. If such engineering changes affect Product processing or operating capability, they shall be scheduled at the Authorized User's request as to time and at the Authorized User's option. The Authorized User shall have the option to waive all other engineering changes planned by Supplier on the Product(s) delivered or planned for delivery to the Authorized User.

3. Training

Only if Authorized User's order or SOW includes Supplier's training services, Supplier is not responsible for initial training. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit D of this Contract.

4. Parts and Maintenance Support

Supplier agrees to make available new/certifiable as new spare parts and the Maintenance Services identified in the Maintenance Services section herein and Exhibit D of this Contract hereto for each Product type ordered by an Authorized User, for five (5) years from the date of purchase of the last unit of any given Product purchased/leased by the Authorized User. Thereafter, Supplier shall advise such Authorized User of its intent to discontinue either certain parts or maintenance services for any Product type ordered by the Authorized User. Supplier shall notify the Authorized User one (1) year prior to the effective date of any such discontinuance, and shall provide to the Authorized User the opportunity to purchase spare parts in a quantity adequate to support its installed base. Should Supplier advise the Authorized User of its intent to discontinue certain parts for any Product type ordered by the Authorized User, the Authorized User has the option to request and Supplier has the obligation to provide, all documentation, including source code, required to ensure ongoing support, including full maintenance and repair by the Authorized User or its designated third-party maintenance provider within thirty (30) days prior to the discontinuance date.

5. Inventory Record

Supplier shall maintain, at no additional cost, a record of all units of Product covered under warranty/maintenance by type, quantity and location, including the end date for each unit's Warranty Period or maintenance term ("Inventory Record"). Product quantities and types may vary as Product is added or deleted from coverage, and Authorized User shall notify Supplier in writing of any Product relocated, added, or removed from service. Upon such notification, Supplier shall amend the Inventory Record to reflect such relocation, addition, or deletion of Product(s). Supplier shall provide, at no additional cost, a copy of the most current Inventory Record to any Authorized User upon request.

6. Product Service Record

Supplier shall maintain, at no additional cost, a Product Service Record for each unit of Product covered under warranty or maintenance. The Product Service Record shall record the following for such unit of Product: (i) installation/ relocation/ removal/ modifications; (ii) remedial actions; (iii) preventive actions; (iv) any additional services not covered by warranty or maintenance. Upon request by the Authorized User, Supplier shall provide, at no additional cost, a copy of the Product Service Record.

7. Additional Services

In addition to any on-site warranty or maintenance service obligations, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide additional on-site services which may include: (i)

relocation of previously installed Product(s); (ii) assistance to Authorized User's communications department in mutually acceptable duties related to the warranty or maintenance services provided under this Contract; if applicable. The Authorized User shall compensate Supplier for such additional on-site services in accordance with the prices identified in Exhibit D of this Contract.

Furthermore, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide the following services beyond those identified as warranty or maintenance service offerings: (i) service on equipment not covered by this Contract, (ii) repair of damage or replacement of parts of hardware resulting from changes in the hardware environment, extraordinary use of the hardware, or interconnected devices, or (iii) service outside the applicable hours of service specified in an executed order referencing this Contract. The charge for such services shall be at the hourly rate specified in Exhibit D of this Contract and shall be inclusive of all expenses. Warranty or maintenance services requested for a unit of hardware within the forty-eight (48) hour period immediately following Remedial Maintenance performed on the same unit of hardware for the same problem, shall not be considered an additional service and shall be provided at no charge. Requests for additional services shall only be approved for payment by the Authorized User when a Product Service Record is included with the applicable invoice.

C. Warranty and Remedy

1. Supplier

Supplier shall perform its obligations hereunder in accordance with the highest professional duty of care.

2. Ownership

Supplier is the owner of the Product(s) or otherwise has the right to grant to the Commonwealth or any Authorized User title to or the right to use the Product(s) provided hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Upon receipt of payment for purchase of the Product, the Commonwealth or the ordering Authorized User, as applicable, shall obtain good and clear title to the Product(s), excluding the System Software, free and clear of all liens, claims, security interests and encumbrances.

3. Supplier Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract, that no legal proceedings have been threatened or brought against Supplier that could materially adversely affect performance of this Contract, and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

4. Compatibility

Supplier warrants that each Product provided hereunder is, and shall continue to be, data, program, and upward compatible with any other Product available or to be available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than five (5) years.

5. Product(s)

Supplier warrants the following with respect to the Product(s):

- i). Product(s) pursuant to a particular Request for Proposal (RFP), quote, or Request for Quote (RFQ), shall be fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, by the authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Product(s) and is aware that Authorized Users are relying on Supplier's skill and judgment in providing the Product(s);

- ii). The Product(s) shall be free of defects in material, design and workmanship;
- iii). Upon delivery, the Product(s) shall be new and in Operating Condition and shall have all released engineering changes released to date already installed;
- iv). Each Product delivered hereunder shall function in conformance with the Requirements;
- v). No engineering change made to the Product(s) or System Software revisions shall degrade the performance of the Product(s) to a level below that defined in the applicable Request for Proposal, and in the Product manufacturer's published specifications;
- vi). Upon delivery, all System Software shall be at the current release level unless otherwise requested by the ordering Authorized User; and
- vii). The System Software shall not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the System Software, nor shall Supplier disable any Authorized User's use of such System Software through remote access or otherwise. If the System Software contains authorization codes allowing access to a data base or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

6. Performance Standards and Mean Time Between Failure

For a period of five (5) years following acceptance of any Product by an Authorized User, Supplier warrants that the Product's performance standards and Mean Time Between Failure (MTBF) standards, calculated based upon such Authorized User's installed base of Supplier Product, shall be at least as good as the standards set forth in Exhibit E of this Contract. If the Product fails to satisfy (i) the MTBF standards or (ii) the performance standards for that Product type as set forth in this Contract, Supplier shall pay for any and all additional repairs, parts and labor required to bring the Product to the appropriate level set forth in Exhibit E of this Contract, including the cost to retrofit the entire installed Product base. If Supplier fails to so modify or replace the Product so as to achieve the fleet average MTBF within ninety (90) days, the Authorized User may, at its option, return such Product and receive a comparable product that meets its manufacturer's specifications.

7. Limited Warranty

During the warranty period as described for each category for each segment in Exhibit D, or as specified in the applicable order, Supplier warrants that the Product(s) shall meet or exceed its manufacturer's specifications. Supplier shall provide warranty services (including unlimited telephonic support and all necessary travel and labor) during the Warranty Period at the prices identified in Exhibit D of this Contract. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Product to meet manufacturer's specifications.

THE OBLIGATIONS OF SUPPLIER UNDER THIS WARRANTY AND REMEDY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, REPAIR OR REPLACEMENT IS VITA'S SOLE REMEDY. SUPPLIER DOES NOT ASSUME RESPONSIBILITY FOR ANY DAMAGES INCURRED BY REASON OF FAILURE OF THE EQUIPMENT, SUPPLIES OR SOFTWARE TO OPERATE AS INTENDED, INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

8. Maintenance Services

Supplier shall provide Maintenance Services (including unlimited telephonic support and all necessary travel and labor) during the Maintenance Coverage Period (MCP) at the prices identified in Exhibit D of this Contract without additional charge to maintain the Product in accordance with the Requirements.

Exhibit E of this Contract provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any

remedies shall be paid to the Authorized User on a quarterly basis. Exhibit E of this Contract defines coverage periods, response times, and restore times.

Authorized User's designated control organization shall have the exclusive authority to request maintenance services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

9. Ordering

An Authorized User may order Maintenance Services for any Product at any time during the term of the Contract, irrespective of whether such Product is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:

- i). Product and, if applicable, serial number, for which Maintenance Services shall be provided,
- ii). Maintenance Level to be provided, and
- iii). MCP for the Product Maintenance.

Authorized User may elect, at any time, an alternative Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Unless otherwise agreed to by the Authorized User and Supplier, the MCP for a unit of Product shall be one (1) year from the effective date of any executed order for Maintenance on such Product.

10. Renewal

At least sixty (60) days prior to the expiration of the MCP for each unit of Product, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services, including System Software Maintenance Services, for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Purchase Price and Price Protection section, in effect at the time, whichever is less. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

11. Services

Maintenance Services shall be as follows:

a) Product Covered

Exhibit D of this Contract lists all Product types for which Supplier offers Maintenance Services. No Authorized User is obligated to continue Maintenance Services on any Product that has been removed from service, provided Supplier has been notified in writing of such removal.

b) Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit E of this Contract.

c) Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit E of this Contract.

d) Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit E of this Contract.

e) Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit E of this Contract.

f) Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit E of this Contract.

g) Advanced Replacement Services

Supplier's advanced replacement service offerings and responsibilities are described in Exhibit E of this Contract.

h) On-site Maintenance Services

Supplier's on-site maintenance service offerings and responsibilities are described in Exhibit E of this Contract.

i) System Software Maintenance

During the MCP and as part of the standard Maintenance Services offering, Supplier shall provide the following Maintenance Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

i). New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit E of this Contract.

ii). Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit E of this Contract.

iii). Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and any associated remedies, are described in Exhibit E of this Contract.

iv). Software Evolution

Should Supplier merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or Maintenance fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

v). Remedies

In addition to any remedies described in Exhibit E of this Contract, if Supplier is unable to make a Product, including the System Software, conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) attempt to repair the unit or (ii) if all attempts to repair have failed, Supplier shall provide a replacement Product at no additional cost to the Authorized User in accordance with Supplier's Customer Satisfaction Guarantee.

Notwithstanding anything to the contrary in this Contract or in any Exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

D. Scope of Use

Any Authorized User may use the Product(s), and any software licensed in connection with such Product(s), on a worldwide basis for the benefit of itself and its agents. Supplier further authorizes use of the Product(s) by third parties who are under contract with an Authorized User to provide outsourcing services, including but not limited to providing application development services, data processing or facilities or infrastructure management services for the benefit of such Authorized User. For Products to which the Commonwealth or an Authorized User takes title, and any System Software which is integral to such Products, under the terms of this Contract, there are no restrictions on subsequent resale or distribution thereof by the Commonwealth or such Authorized User.

E. Software License

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

VITA will consider Supplier-provided language ONLY when Supplier is a reseller of the Software and the software publisher requires and End User License Agreement (EULA). In such case, Supplier is advised that VITA will require an addendum to such EULA to address terms and conditions in such EULA with which VITA, as a government entity, by law or by policy, cannot agree.

1. License Grant

Supplier hereby grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable license to use, and to permit any agent of the Commonwealth or such Authorized User to use, System Software for each Product. Each license granted under this Contract authorizes the Commonwealth or such Authorized User and any agent of the Commonwealth or such Authorized User to use Supplier-licensed programs in machine readable form on any system without limitation. It is expressly understood that "perpetual" license rights shall commence upon delivery of the System Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract. The System Software is the property of Supplier, and no title or ownership of the System Software or any of its parts, including documentation, is transferred to the Commonwealth or the Authorized User.

2. Limitations on Copying and Disclosure

The Commonwealth, an Authorized User, or any agent of the Commonwealth or such Authorized User may make a reasonable number of backup, archival, and disaster recovery copies of the System Software. Any copies of the software or documentation made by the Commonwealth or an Authorized User pursuant to this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier and, except as expressly authorized, neither the Commonwealth nor the Authorized User shall distribute same to any third-party without Supplier's prior written consent. The Commonwealth may distribute the System Software and documentation if such distribution is incidental to transfer of Product to which it has taken title. Neither the Commonwealth nor any Authorized User may resell the System Software except if such resale is incidental to the resale of Product(s) to which the Commonwealth or such Authorized User has taken title.

3. Business Continuity and Recovery

Authorized User or its Agent may run the System Software concurrently at a back-up site. In the event that all of an Authorized User's copies of the System Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other natural disaster not occasioned by the fault of such Authorized User, Supplier shall provide to the Authorized User, at no additional cost, a replacement copy of the System Software and documentation; provided however, that nothing contained in this Section shall

obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the System Software.

Supplier shall provide System Software for Product. Such System Software is licensed directly from the Software Publisher through the end user licensing agreement (EULA), as amended, attached hereto as Exhibit C of this Contract.

4. Authorized User Compliance

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

5. No Subsequent, Unilateral Modification of Terms by Supplier (“Shrink Wrap”)

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for System Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany System Software upon delivery (“shrink wrap”), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

F. Supplier-Sponsored Product Promotions

The Supplier, at its discretion, may sponsor Product and Service promotions during the Contract term or any extensions thereof. Should Supplier choose to sponsor such a promotion, Supplier shall provide in writing to VITA, at least five (5) days prior to the promotion, the following information: (i) the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; (ii) the exact Products or Services covered in the promotion; and (iii) the pricing or percentage discount offered during the promotion. VITA shall communicate to Supplier in writing its agreement to the promotion.

The Supplier shall be in breach of the Contract in the absence of a written agreement regarding the promotion. In any event wherein the Supplier proposes prices that are different than the Contract prices to any Authorized User without first obtaining VITA's agreement, the Supplier shall be in breach of the Contract, and VITA shall have all remedies available under Contract and law and in equity.

All Supplier-sponsored Product or Service promotions shall be available to all Authorized Users. Should the Supplier request a promotion that would be limiting, either through product configuration or quantities of Products and Services, VITA, at its sole discretion, may not provide a written agreement. VITA and Supplier agree that promotions shall not target any one Authorized User, or a few Authorized Users.

VITA and Authorized Users, at their discretion, may assist in advertising the promotion. This assistance may consist of advertising space on Authorized User web sites, or other assistance at an Authorized User's discretion.

G. Special Provisions for Leased and Lease Purchase Product(s)

1. Title

Title in or to the leased Product(s) shall not pass to the Authorized User but shall remain in the position of the Supplier. The leased Product(s) shall remain Supplier's personal property and shall not become a fixture or affixed to real property of the Authorized User. The Authorized User will keep the Product(s) free and clear of all encumbrances except the Supplier's security interest. Upon an Authorized User's exercise of the purchase option, all right, title and interest in the lease-purchase Product(s) shall pass to the Authorized User upon payment.

2. Risk of Loss

The Supplier shall assume and bear the risk of loss, damage, or theft to the leased Product(s) and all component parts thereof while same is in the Authorized User's possession, unless it could have been prevented by the Authorized User's exercise of reasonable care or diligence in

the use, protection, or care of the leased Product(s). No loss or damage to the leased Product(s) shall impair any obligation of the Supplier or of the Authorized User, except as expressed herein. Unless the damage could have been prevented by the Authorized User's exercise of reasonable care or diligence in the use, protection, or care of the leased Product(s), the Supplier shall repair or cause to be repaired all damages to the leased Product(s), if the Supplier determines the leased Product(s) can be economically repaired. In the event that the leased Product(s) is stolen, destroyed or rendered irreparable, unusable, or damaged as determined by the Supplier, the order or SOW shall terminate and the Authorized User's obligation to pay for the leased Product(s) shall be deemed to have ceased as of the date of the loss.

3. Return of Leased Product(s)

At the expiration or termination of an order or SOW for any leased Product(s), or upon demand by the Supplier, the Authorized User will work with the Supplier to arrange pickup of the leased Product(s) per the "Removal of Hardware" section G. If the leased Product(s) contains a hard drive, the Authorized User will either purchase the hard drive or contract with the Supplier to erase the hard drive per VITA's standards if no utilities are included with the leased Product(s) to erase the data before the leased Product(s) is removed from the Authorized User's location. The criteria on erasing the hard drive can be found at the following URL: (http://www.vita.virginia.gov/uploadedFiles/Library/PSGs/Data_Removal_Standard_514_03%2010_07_2008_r3.pdf). If the Supplier performs the cleaning of the hard drive, the Supplier will provide written certification to the Authorized User that the hard drive has been cleaned in accordance with the aforementioned standards.

H. Removal of Hardware

If following the expiration of a Lease, Supplier fails to remove off-lease Hardware within 30 days following the Lease expiration, the Authorized User shall send written notice (as provided in the notice provisions of this Contract) to the Supplier requesting removal of the equipment within 30 days of its receipt of the notice. If after a second such notice by Authorized User and subsequent 30 day period, the Hardware has not been removed by the Supplier, the Authorized User may deem the Hardware to have been abandoned by the Supplier and Authorized User may charge Supplier a storage fee, at a mutually agreed upon rate, until the Hardware is picked up by Supplier.

19. SOFTWARE LICENSE (NON-HARDWARE RELATED)-SPECIFIC PROVISIONS

A. Software License

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

1. License Grant

Software licensed by Supplier

- i). Supplier grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license to use, copy, modify, transmit and distribute the Software and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract. The Software is the property of Supplier and/or its licensors, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to the Commonwealth or any Authorized User.

- ii). The Commonwealth and all Authorized Users shall have the right to use, copy, modify, transmit and distribute the Software for their benefit, for government use and purposes, and for the benefit of their Agents, including internal and third-party information processing.
- iii). Reserved.
- iv). The Commonwealth and any Authorized User may allow access to the Software by third party vendors who are under contract with an Authorized User to provide services to or on behalf of such Authorized User, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of such Authorized User or its Agents.
- v). The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.
- vi). In the event that all of an Authorized User's copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to such Authorized User, at no additional cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.
- vii). An Authorized User may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development and may run the Software concurrently at a back-up site for no additional license fees or costs. Such Authorized User agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier.
- viii). Except as expressly authorized, an Authorized User shall not distribute the Software to any third party without Supplier's prior written consent.
- ix). Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.

Software licensed by Software Publisher

Supplier shall provide Software which is licensed directly from the Software Publisher through the end user licensing agreement (EULA), as amended, and attached as Exhibit C of this Contract. If the EULA provides for a "perpetual" license, it is expressly understood that "perpetual" license rights shall commence upon delivery of the Software and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract.

Nothing contained herein shall be construed to restrict or limit an Authorized User's rights to use any technical data which such Authorized User may already possess or acquire under proper authorization from other sources.

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

2. License Type

All licenses granted, regardless of the type, include all uses set forth above. License type may vary by Software product and shall be set forth in Exhibit D of this Contract and identified on any order issued pursuant to this Contract.

Designated CPU License

The license(s) granted under this Section authorizes use of the Software only on the number of CPU(s) listed on Exhibit D of this Contract or in an order placed by an Authorized User. An Authorized User may transfer the Software to a different machine to the extent that the license price for such new CPU(s) is equivalent to the CPU(s) initially licensed. If the

licensed CPU is inoperative because of (i) malfunction, (ii) performance of maintenance, or (iii) modification to the licensed CPU, or (iv) because the Software is being transferred to another CPU, such Authorized User may use the Software on a replacement CPU as long as required by the mentioned conditions.

Concurrent User license

The license(s) granted under this Section authorizes use of the Software on any system based on the total number of Concurrent Users. The number of "Concurrent Users" is defined as the maximum number of concurrent Sessions connected at a given point in time. A "Session" is defined as an active user executing the Software. The Authorized User shall specify an initial number of Concurrent User licenses in its initial order pursuant to this Contract. An Authorized User may increase the number of Concurrent User licenses upon issuing an order for additional Concurrent User licenses. The license fee for additional Concurrent User licenses and payment of the license fee is set forth on Exhibit D of this Contract.

Site License

The license(s) granted under this Section authorizes use of the Software on any system located at the "Site" as such term is defined in the applicable order.

Project Specific License

The Project Specific License authorizes use of the Software on any CPU, on any system, and by any user, without limitation as to quantity or location for Project _____.

Enterprise Wide License

The Enterprise Wide License authorizes use of the Software on any CPU, on any system, and by any user within the "Enterprise", as such term is defined in the applicable order, without limitation as to the quantity or location or project.

3. No Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany Software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services provided under this Contract.

B. Delivery and Installation

1. Scheduling

Supplier shall deliver Software and perform the Services according to the delivery dates set forth on the appropriate order or SOW, as mutually agreed upon delivery dates.

2. Installation of Software

a) Supplier Installation of Software

Supplier is required to install the Software in accordance with the installation schedule set forth on the order. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site to determine that the Software is properly installed and fully ready for productive use, and shall supply the Authorized User with a copy of the results of the diagnostic evaluation promptly after completion of installation.

Supplier agrees that failure to install the Software in accordance with the delivery schedule in the applicable order shall constitute a material breach of this Contract resulting in damages to the Authorized User, the damages which will be mutually agreed upon. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days or for non-delivery.

b) Authorized User Installation of Software

If an Authorized User elects to install the Software itself or to contract with a third party to perform installation services, the Software shall be deemed to be installed when all programs,

program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User, its Agent, or its third party installer invoke the primary function of each major component of the Software or when Acceptance criteria have been met. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing.

3. Documentation of Software Configuration

If the Services include configuration of Software by Supplier, Supplier shall provide to the appropriate Authorized User documentation containing a description of the configuration. Such documentation shall be sufficiently detailed such that any appropriately trained employee or Agent of any Authorized User may reconstruct the configuration of the Software.

C. Acceptance and Cure Period

1. Acceptance

Software shall be deemed accepted when the Authorized User determines that such Software successfully operates in accordance with the Requirements. Such Authorized User agrees to commence Acceptance testing within five (5) business days after receipt of the Software, or within such other period as set forth in the applicable order, after receipt of the Software. Acceptance testing will be no longer than ten (10) business days, or such longer period as may be agreed in writing between Authorized User and Supplier, for the first instance of each product type set forth in Exhibit D of this Contract. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than travel expenses pre-approved by the Authorized User which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/>, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Software shall be deemed Accepted.

2. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Software for re-testing within seven (7) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Software which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Software in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Software with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Software to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Software and Services to be provided thereunder by Supplier.

D. Warranty Services

At any time during the Warranty Period of twelve (12) months after Acceptance, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the Software in accordance with the Requirements:

1. Known Defects

Promptly notify all Authorized Users of any defects or malfunctions in the Software or Documentation of which it learns from any source other than an Authorized User and provide to all Authorized Users a correction of any such defects or malfunctions, or a work around

until a correction is available, within sixty (60) days of Supplier's knowledge of such defect or malfunction.

2. Coverage

Supplier will provide to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the Software.

3. Service Levels

Respond to problems with the Software identified by an Authorized User in no more than one (1) hour after notification. Resolve all problems according to the following:

- i). Priority 1 (Software inoperable) within fleet average of six (6) business hours
- ii). Priority 2 (certain processing interrupted or malfunctioning but Software able to process) within twenty four (24) hours
- iii). Priority 3 (minor intermittent malfunctioning, Software able to process data) within three (3) days.

The level of severity (e.g., 1, 2, 3), shall be defined by such Authorized User.

4. Remedies

If Supplier is unable to make the Software conform, in all material respects, to the Requirements within thirty (30) days following written notification by an Authorized User, Supplier shall, at such Authorized User's request, cancel the license to such Software, accept return of such Software and Documentation, if applicable, rendered unusable, and return all monies paid by such Authorized User for the non-conforming Software and Documentation and such other related Service(s) rendered unusable.

Supplier agrees that failure to make the Software conform, in all material respects, to the Requirements within ten (10) days following notification by an Authorized User shall constitute a material breach of this Contract resulting in damages (mutually agreed upon) to the Authorized User. If after such thirty (30) day period Supplier is unable to make the Software conform, Supplier shall, at such Authorized User's request, cancel the license to such Software, accept return of the Software and Documentation, if applicable, and return all monies paid for the non-conforming Software and Documentation. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days.

E. Maintenance Services

Supplier shall provide Maintenance Services during the Maintenance Period at the prices identified in Exhibit D of this Contract without additional charge to maintain the Software in accordance with the Requirements and to provide upgrades, updates, and new releases as they are made generally available.

The prices identified in Exhibit D of this Contract are inclusive of all necessary labor and, unless otherwise provided therein, all necessary travel. Should travel not be included in the prices identified in Exhibit D of this Contract, any travel expense must be pre-approved by the Authorized User and shall be reimbursed in accordance with the then-current per diem rates established by the Virginia Department of Accounts at (<http://www.doa.virginia.gov>

or a successor URL(s)).

In addition to the minimum Maintenance Services described in this Section, Exhibit E of this Contract provides detailed descriptions of Supplier's additional maintenance offerings, if any, and Supplier's associated responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its maintenance obligations. Any monetary remedies shall be paid to the Authorized User on a quarterly basis. Exhibit E of this Contract defines coverage periods, response times, and restore times.

1. Ordering

An Authorized User may order Maintenance Services for any Software at any time during the term of this Contract, irrespective of whether such Software is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:

- i). Software product and number of units for which Maintenance Services shall be provided,
- ii). Maintenance Level to be provided, and
- iii). Maintenance Period for Software Maintenance.

Authorized User may elect, at any time, an alternate Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Unless otherwise agreed by the Authorized User and Supplier, the Maintenance Period for a unit of Software shall be one (1) year from the effective date of any executed order for Maintenance on such Software product. Co-termination of Maintenance Periods, TBD based on Supplier proposal.]

2. Renewal

Not less than sixty (60) days prior to the expiration of the Maintenance Period for each unit of Software, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Fees and Charges section, in effect at the time, whichever is less. Termination of this Contract or cancellation of Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license.

3. Services

At a minimum, Maintenance Services shall include the following:

a) Known Defects

Supplier's offerings and responsibilities related to known defects in the Software are described in Exhibit A

b) New Releases

Supplier's offerings and responsibilities related to new releases of the Software are described in Exhibit A

c) Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the Software are described in Exhibit A

d) Service Levels

Supplier's offerings and responsibilities related to response and restore times for any problems with the Software identified by an Authorized User, and any associated remedies are described in Exhibit E

e) Additional Maintenance Services

Supplier's additional Maintenance Service offerings are described in Exhibit E of this Contract.

4. Software Evolution

Should Supplier or Software Publisher merge or splinter the Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Commonwealth or the Authorized User shall

be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement Software product or function at no additional charge.

5. Maintenance Services Remedies

In addition to any remedies described elsewhere in this Contract, if Supplier is unable to make the Software conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, accept cancellation of the license to such non-conforming software and (i) return all monies paid by such Authorized User for the cancelled license, pro-rated using the straight-line method for an estimated software life cycle of five (5) years, or, if a term license, shall return the prorated license fee for the remainder of the license term; and (ii) return the prorated maintenance charge for the remainder of the maintenance term. The prorated amount due an Authorized User shall be calculated from the date on which the Software ceased operating in accordance with the Requirements.

F. General Warranty

Supplier warrants and represents to VITA the Software described in Exhibit D of this Contract as follows:

1. Ownership

Supplier is the owner of the Software or otherwise has the right to grant the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

2. Software and Documentation

Supplier warrants the following with respect to the Software:

i). The Software is pursuant to a particular Request for Proposal ("RFP"), and therefore, such Software shall be fit for the particular purposes specified by VITA, and Supplier is possessed of superior knowledge with respect to the Software and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Software;

ii). If the RFP specified or Exhibit D of this Contract specifies the hardware equipment an Authorized User shall use to run the Software, then Supplier warrants the Software, and any subsequent release, is compatible with and shall perform as stated with such hardware for a period of ten (10) years of the Effective Date. However Supplier will in no event be liable for the failure of Software if such failure is due to changes in the hardware or use of third party software by an Authorized User.

iii). If an order issued by an Authorized User pursuant to this Contract specified the hardware equipment such Authorized User shall use to run the Software, then Supplier warrants the Software, and any subsequent release, is compatible with and shall perform as stated with such hardware for a period of ten (10) years of the date of such order. However Supplier will in no event be liable for the failure of Software if such failure is due to changes in the hardware or use of third party software by such Authorized User.

iv). The Software provided hereunder is at the current release level unless an Authorized User specifies an older version in its order, in which case item (iii) shall not apply and the older version of the Software, and any subsequent release, is compatible with and shall perform as stated with any hardware specified in the applicable order for a period of ten (10) years of the date of such order;

v). No corrections, workarounds or future Software releases provided by Supplier under the warranty provisions or under maintenance or support services shall degrade the Software,

cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;

vi). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow an Authorized User to operate the Software without reference to any other materials or information.

3. Limited Warranty

During the warranty period of twelve (12) months, or as specified in the applicable order, Supplier warrants that the Software shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Software to meet the Requirements.

4. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Software at the time of delivery to an Authorized User. Supplier warrants that the Software does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Software. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

5. Open Source

Supplier will notify all Authorized Users if the Software contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

6. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

7. Supplier's Past Experience

Supplier warrants that the Software has been installed and is operating in a production environment in a non-related third party's facility without significant problems due to the Software or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, REPAIR OR REPLACEMENT IS VITA'S SOLE REMEDY. SUPPLIER DOES NOT ASSUME RESPONSIBILITY FOR ANY DAMAGES INCURRED BY REASON OF FAILURE OF THE EQUIPMENT, SUPPLIES OR SOFTWARE TO OPERATE AS INTENDED, INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

G. Training and Documentation

The license fee includes all costs for the training of one Authorized User trainer at such Authorized User's designated location on the use and operation of the Software, including instruction in any necessary conversion of Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide personnel sufficiently experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit D of this Contract.

Supplier shall deliver to the Authorized User, one (1) complete hard copy or electronic media of Documentation, as requested by such Authorized User. Authorized User shall have the right, as

part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Software and may duplicate such Documentation and include it in an Authorized User document or platform. Authorized User shall continue to include Supplier's copyright notice.

H. Reproduction Rights

At an Authorized User's request, Supplier shall provide the Authorized User with a reproducible diskette or CD. Such Authorized User shall be responsible for making copies and distributing the Software as required. Within thirty (30) days of the end of each calendar quarter, such Authorized User shall provide to Supplier a report of the net number of additional copies of the Software deployed during the quarter. Supplier shall invoice such Authorized User for the net number of new licenses reported as deployed.

I. Evaluation Copy of Software

Supplier shall make available to any Authorized User Software for evaluation purposes at no charge. The evaluation period will be determined by the complexity of testing but will be a period not less than thirty (30) days. Each new project is entitled to an evaluation copy regardless of whether an Authorized User has previously purchased the Software.

J. Alternate Channel Participation (Resellers/Distributors)

[Reserved]

20. SERVICES (NON-MAINTENANCE)-SPECIFIC PROVISIONS

A. Services

1. Nature of Services and Engagement

This Contract is optional use and non-exclusive and all Authorized Users may, at their sole discretion, receive benefits from third party suppliers of services similar to, or in competition with, services provided by Supplier.

By operation of this Contract, any order or SOW resulting in a commitment of any individual employee or contractor of Supplier, whether employed by Supplier or a contractor or subcontractor of Supplier, for more than one thousand (1,000) hours of work during any six (6) month period or of any such individual employee or contractor for more than eight (8) months in any twelve (12) month period shall be voidable by VITA, in its sole discretion. If an SOW is voided by VITA, such SOW shall no longer be binding on either Party and all obligations with respect to such SOW shall expire.

2. Acceptance

Service(s) shall be deemed accepted when the Authorized User determines that such Service(s) meets the Requirements set forth in the applicable SOW. If applicable, Supplier shall be responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided pursuant to the SOW. Should a previously Accepted Deliverable require further modification in order to work properly with any other Deliverable, Supplier shall be responsible for all costs associated with such modification.

Authorized User shall commence Acceptance testing within five (5) business days, or within such other period as set forth in the applicable SOW, after receipt of the Service.

Acceptance testing will be no longer than ten (10) business days, or such longer period as may be agreed in writing between Authorized User and Supplier, for each Deliverable or for the first instance of each Service type set forth in Exhibit D of this Contract. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. Should Authorized User fail to provide Supplier written notice

of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

3. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Service for re-testing within seven (7) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable SOW. Should Supplier fail to cure the non-conformity or deliver a Service which meets the Requirements, the Authorized User may, in its sole discretion: (i) reject the Service in its entirety, and any Service rendered unusable due to the non-conforming Service, and recover amounts previously paid hereunder for all such Services; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Service to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Services to be provided thereunder by Supplier.

B. General Warranty

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

1. Ownership

Supplier has the right to provide the Services, including Deliverables, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

2. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

3. Supplier's Past Experience

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

4. Performance

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under this Contract;
- ii). Services pursuant to a particular Request for Proposal ("RFP"), quote, or Request for Quote (RFQ), and any associated Deliverables shall be fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Services and Deliverables and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Services and Deliverables;
- iii). The documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and fully utilize the Deliverables without reference to any other materials or information.

5. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in any of the media or means used to

deliver the Services. Supplier has used the best available means to scan any media on which Deliverables are provided to the Authorized User.

6. Limited Warranty Period and Remedy

During the warranty period of ninety (90) days, twelve (12) months, or as specified in the applicable SOW, Supplier warrants that the Services shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Services to meet the Requirements. If Supplier is unable to make the Service/Deliverable conform, in all material respects, to the Requirements within ten (10) days following written notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of such Deliverable and any other related Deliverable(s) rendered unusable, and return all monies paid by such Authorized User for the non-conforming Services and Deliverable and such other related Deliverable(s) rendered unusable.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, REPAIR OR REPLACEMENT IS VITA'S SOLE REMEDY. SUPPLIER DOES NOT ASSUME RESPONSIBILITY FOR ANY DAMAGES INCURRED BY REASON OF FAILURE OF THE EQUIPMENT, SUPPLIES OR SOFTWARE TO OPERATE AS INTENDED, INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. Training and Documentation

Any training or documentation necessary for an Authorized User to have full benefit of the Service shall be deemed included in the scope of the applicable SOW unless expressly excluded.

21. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an Agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference: <http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf> are also incorporated by reference.

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to all orders placed under this Contract that are partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference: http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_and_Cs.pdf

The then-current terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business Requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit F hereto.

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support Services hereunder.

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier Services addressed

to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

H. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. Survival

The applicable provisions of this Contract regarding Software License, Rights to Work Product, Warranties, Maintenance Services, Escrow, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

M. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

N. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to any Deliverables or Services rendered or the amounts due Supplier for such Deliverables or Services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Acceptance or Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

P. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

Q. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- i). Exhibit A Request for Proposal
- ii). Exhibit B reserved
- iii). Exhibit C EULA Agreement
- iv). Exhibit D Product Price List
- v). Exhibit E Warranty, Maintenance and Support Service Level Agreements (SLAs)
- vi). Exhibit F Certification Regarding Lobbying

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, Exhibit D, Exhibit E, and any individual SOW .

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order or SOW issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Supplier

By: Michael Troy
(Signature)

Name: Michael Troy

Title: Vice President, Marketing

Date: October 22, 2010

Address for Notice:

100 Oakview Drive

Trumbull, CT 06611

Attention: Legal Department

Email: Anthony.marino@oce.com

VITA

By: Samuel Nixor, Jr
(Signature)

Name: SAMUEL NIXOR, JR
(Print)

Title: CIO

Date: 11/8/10

Address for Notice:

11751 MEADOWVILLE LN

CHESTER VA 23836

Attention: Contract Administrator

Exhibit A

Detailed Description of Proposed Solution(s)

Supplier's response by item in the tables set forth in Section 5, clearly identifying and detailing the proposed Solution, and any processes, methodologies, and resources required by the Solution type defined in Section 5.

Proposed Solution

As we understand it, your primary goal is to establish a contract or contracts with vendors who can provide high speed production devices, accessories and maintenance that will satisfy the majority of the Commonwealth's immediate and future High Speed Production Copier needs with the intent to accomplish substantial improvements and cost efficiencies. On the basis of your requirements, Océ is recommending the following solution

Black and White – 90 ppm +

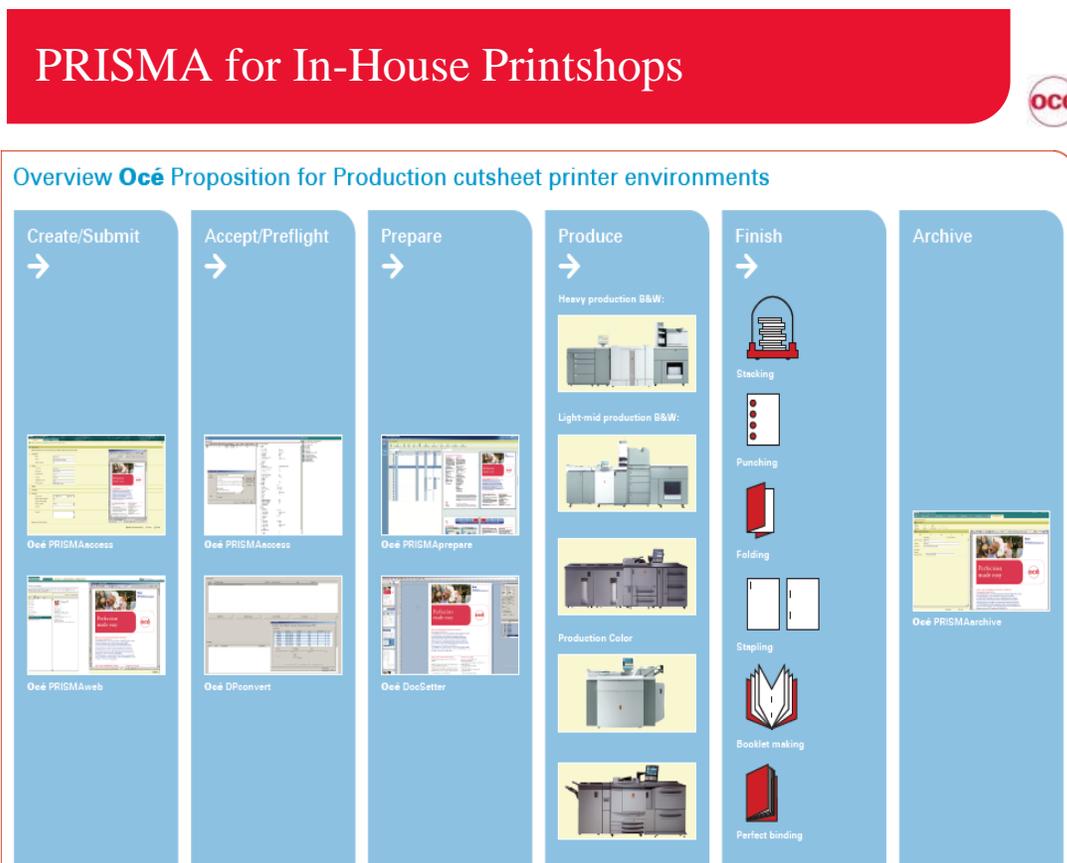
- **Océ VarioPrint 4110/4120**, this system allows you to enjoy productivity in your print shop to produce hard copy, digital or mixed documents along with media - tabbed, mixed stock, color inserts or custom sizes with finishing requirements - stapled, punched, folded or booklets.
- **Océ VarioPrint 6000 Ultra** series is a digital perfecting system that comes in four field upgradeable speed bands, from 166 letter size duplex prints per minute to 306 letter size prints per minute. Having the ability to temporarily or permanently increase the speed of installed hardware maximizes the investment of our customers allowing them to increase their capabilities without having to replace the hardware.
 - **Océ VarioPrint 6160**, 160 letter-size duplex prints per minute, supports a monthly duty cycle of 4.5 million,
 - **Océ VarioPrint 6200**, 200 letter-size duplex prints per minute and supports a monthly duty cycle of 6 million
 - **Océ VarioPrint 6250**, 250 letter-size duplex ppm, supports a monthly duty cycle of 7.5 million
 - **VarioPrint 6320**, 306 letter-size duplex ppm, supports a monthly duty cycle of 10 million
 - **VarioStream 8550, 8650 and 8750** deliver lightning-fast speeds of 530, 636 or 750 letter size pages per minute in simplex while the two-up duplex mode doubles the speed. Océ is the World Market leader in placements above 100 pages per minute and the 8000 series is the flag ship foundation for our continuous feed products.

Color 50 ppm+

- **Océ CS665**, this production system delivers outstanding color quality at 65 ppm with EFI® Fiery® or Creo® front end, flexible media options and finishing configurations to suit your business needs.

Production System Software

- **Océ PRISMA® for In-house Printshops** Productive, easy-to-use, modular and scalable software solutions streamline your production workflow from job submission to completion. They enable you to cost-effectively handle services like scanning, make-ready, finishing and archiving. All of which helps you generate more orders, taking your production to profitable new levels.



5. Functional And Technical Requirements

To respond to each requirement, Supplier is asked to enter, in the space provided in Column A, a code that best corresponds to its intended response for the requirement listed. The acceptable codes for Column A are as follows:

Y - "Yes" - Supplier can fully meet the requirement as documented with its current application or proposed solution. If applicable, Supplier should provide in Column B an explanation of how it will fulfill the requirement. This may include use of alliances with other suppliers. Supplier may also use Column B to cross-reference a detailed explanation included in an attachment of its proposal.

F - "Yes, Future" - Supplier will be able to fully meet this requirement in the near future (not longer than six months). Supplier should provide a proposed start date and cross-reference any attached documentation in Column B.

N - "No" - Supplier cannot meet the requirement and has no firm plans to be in the position to meet this need within six months.

VITA has posed some open-ended questions. In those instances, Supplier is to provide adequate information to allow VITA to properly evaluate its proposal.

A. General

	Requirements	A	B
1.	As stated in section 2N (Evaluation Factors) you agreed that your company can sell/service the entire Commonwealth of Virginia. Please describe the details on how this will be accomplished.	Y	Headquartered in Trumbull, CT, Océ Document Printing Systems maintains more than 130 branch offices throughout the United States. In the state of Virginia, we have regional offices in Alexandria, Virginia Beach, Glen Allen and Roanoke.
2.	As stated in section 2N (Evaluation Factors) you agreed that your company can sell/service the entire Commonwealth of Virginia. Will you be incorporating subcontractors or alliances? If yes, please describe.	N	

3.	Does your proposed equipment meet the current U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines? If no, please explain.	Y	
4.	Does your proposed solution offer anything else that addresses Green issues (i.e. toner recycle, disposal of machines that have come to end of life). If so, please describe.	Y	<p>The Océ corporate policy is to conduct all business activities in a socially responsible manner, preventing health, safety, and environmental risks to achieve sustainable and profitable growth. Environmental protection has been an integral part of the Océ corporate culture for more than a century, beginning in 1870 when Océ founders investigated the quality of drinking water in Venlo, the Netherlands.</p> <p>Océ has representatives on leading advisory and control bodies that develop principles for national legislation, standardization, and seals of approval. Océ activities in the reprographic market reflect a continuing awareness of environmental impact, an emphasis on environmental responsibility, and an active policy to minimize impact on the environment.</p> <ul style="list-style-type: none"> ▪ <i>Research and Development (R&D)</i>— designs are based on an awareness of environmental impact from the earliest stages of product development in order to minimize the impact of the product on the environment throughout its entire life cycle.

		<ul style="list-style-type: none"> ▪ <i>Use</i>—Océ helps users minimize the environmental impact of printing and copying documents with easy and productive double-sided copying, energy-saving modes, ergonomic design to minimize errors and low emissions of ozone, toner, and noise. Océ has reduced paper consumption during testing by 90 percent since 1995. ▪ <i>Clean and Quiet Products</i>—Océ products are designed to operate as cleanly and quietly as possible. Strict requirements limit substance emissions and noise levels. Océ uses internal tools and working methods to predict and reduce noise production to ensure that equipment operates quietly. ▪ <i>Re-use and Recycling</i>—recovering parts and materials for re-use or recycling whenever possible reduces the consumption of new materials and parts and the generation of waste inherent in the manufacture of new materials. <p>Océ toners are developed to be non-toxic and harmless to people and the environment. In addition, the toner reservoir in the Océ machines is designed to product large numbers of copies, so that users don't have to refill toner or risk spilling it. We do not recycle the consumables used in the products proposed because our toner product does not require special disposal considerations. However, you should abide by your local provincial and regional ordinances. If required, Océ can recommend authorized disposal facilities.</p>
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			<p>Océ has a long-standing tradition and extensive experience with the reuse of materials. We maintain a dedicated asset recovery plant in order to reclaim usable parts from machines that come back from customers. At the same time, a development practice is in place in which the design of new machines is largely influenced by the availability of used parts.</p> <p>Designers at Océ have for many years developed products with the total life cycle in mind, so our products contain recycled materials. The key materials in which recycled content is used would depend on the product in question.</p>
5.	<p>Does your proposed solution offer 8:00 am – 5:00 pm EST Hardware and Software support? Please provide details.</p>	Y	<p>A field technician can be dispatched within seconds to provide onsite hardware and software support during our standard business hours: Monday through Friday, 8:00 a.m. through 5:00 pm local time (excluding Federal Holidays). Within 60 minutes of dispatch, the field technician will contact the end-user to provide estimated time of arrival. Should we be unable to repair your machine remotely, Océ standard quarterly fleet average onsite response time is within four business hours from the time a request for maintenance service is received until the technician's on-site arrival.</p>
6.	<p>Does your proposed solution have the ability to process P-Cards from Authorized Users that may have multiple agreements and assign the payment to the correct agreement? If so, please describe.</p>	Y	<p>Contract pricing is assigned when a unit is ordered. Invoices are generated based on the contract pricing used at the time of order entry.</p> <p>P-card charges are for <u>specific invoices</u>. We would know, based on the pricelist, which contract pricing was used for that unit.</p>

7.	<p>Does your proposed solution include a system that maintains data for each agreement such as starting date of agreement, ending date, payment dates, equipment pickup date, etc.? If so, please describe.</p>	Y	<p>Océ has a centralized database that holds nationwide information about our customers' sales, rentals, leases and service history. The database provides the following benefits:</p> <ul style="list-style-type: none"> ▪ Technicians have pertinent information about the service history of an Océ unit in need of repair prior to onsite arrival; this information helps the technician to quickly diagnose your service problem and to carry the part required to resolve the problem so that the machine will soon function at peak performance. ▪ Account executives have pertinent sales, rental, lease information for creating inventory reports for the customer. ▪ Since our Parts Management System is networked with our database, technicians and account managers alike can use the database to track the inventory of spare parts from the warehouse to the service technician's vehicle. ▪ We can determine the whereabouts of any Océ unit by model/serial number, so that we can accurately monitor and quickly manage the unit anywhere in the United States.
8.	<p>Does your proposed solution provide leasing as an option? If so, please provide your leasing documents in Microsoft Word format and place files on CD #3.</p>	Y	<p>Please see the attached Leasing Document.</p>

9.	Does your proposed solution have a process for notifying Authorized Users when their lease agreements are complete? If so, please describe.	Y	Océ account managers are provided information about their customers including the conclusion date of all leases. The account managers will begin working with customers within 24 months of the end of the lease. The goal of the account manager is to fully understand the customer's production environment and requirements so they can help the customer learn about the latest technologies and innovative solutions that can benefit the customer. The account manager will work with their customers to assure a smooth transition at the end of the lease term.
10.	Does your proposed solution have a process once an Authorized User informs you that they do not wish to keep the equipment once they have fulfilled their leasing agreement? (Scheduling of pickup, etc.) If so, please describe.		Prior to the end of the lease term if a customer does not wish to keep their Océ equipment they must give us written notice of this and we will give them the removal fee based on the device, location and any special removal circumstances. They must be current with all financial obligations on their lease prior to us picking up any equipment.
11.	Does your proposed solution provide the ability for Authorized Users to trade-in devices for credit against new purchase/lease agreements? If so, please describe.	Y	Océ account managers will look at each individual situation to determine the possibility of trading in existing equipment. We have resources for taking in competitive devices and providing any credit based on the net amount we may receive for that competitive device.

B. Business Capabilities

	Requirements	A	B
1.	Does your proposed solution outline the type of sales process you will be using to ensure that the right production product is being proposed to the Commonwealth of Virginia? If so, please describe.	Y	Océ uses an Océ Office Assessment free of charge to ensure the right production product is being proposed. In the Océ Office Assessment, we analyze your current printing environment, end user behavior, and document-related business needs. As a result of the findings, we develop a business case, including a cost-benefit analysis, and recommend a best-fit office document

	Requirements	A	B
			management strategy. The end result is a description of the current status of your document management processes, and a recommendation for a new strategy that will best support your business requirements.
2.	Has your company won any awards or recognition in the high speed production area? If so, please describe.	Y	For a listing of our awards, please visit our websites at http://www.oceusa.com and at www.canon.usa.com.
3.	Does your proposed solution include how many service technicians are trained to support high speed devices for this contract? If so, please describe and furnish certifications as applicable.	Y	<p>There are currently 14 technicians supporting the models proposed for this RFP and these technicians are supported by up to 5 National Technical Specialists based in our region.</p> <p>All of our service technicians complete a rigorous, customer-focused technical training program. They are trained to ask the right questions to identify and resolve your maintenance and service needs quickly, conveniently and completely.</p> <p>In addition, all technicians participate in ongoing training that ensures their expertise is current with Océ state-of-the-art technologies and with Océ Customer Satisfaction Programs.</p> <p>Our production customers are also supported by a team of Solutions and Technical Specialist who help determine the correct software solution that should be proposed for each customer and support the integration of that software and the hardware into the customer's environment. These specialists will provide on-going support after installation as well.</p> <p>In addition there is a team of specialized trainers who provide initial training and are available as needed for supplemental training.</p>
4.	Has your company implemented any high speed production projects that meet or exceed the		Earlier this year Océ added a 4 th VarioPrint 6250 at Geico in Fredericksburg. Geico now has 4 VarioPrint 6000s, 3 VarioStream 8750s

	Requirements	A	B
	requirements of this RFP within the last six months,		and 2 VarioPrint 5160s. They average 97% uptime while running 3 shifts per day, 7 days a week and printing 75,000,000 million images per month. We were recognized as their partner of the year for our performance in 2009, which is a very prestigious award.
5.	In your proposed solution, does your company maintain a specific amount of supplies/parts at your locations? If so, please describe.	Y	<p>Our technicians carry in their vehicles the majority of spare parts required to repair the Océ units in their assigned territories. The remainder of our spare parts inventory is housed at our warehouse, as well as multiple stocking locations that are strategically placed throughout the U.S.</p> <p>To facilitate fast repair services at customer sites, Océ parts storage policy is to keep between 2 to 3 months of active parts inventory at the warehouse with additional inventory in the field as described above.</p> <p>All inventory is tracked using our online, real-time database, which enables us to track inventories of spare parts from our stocking locations right down to the service technicians' mobile stock.</p>
6.	Does your proposed solution have an in-house order tracking system that can be accessed 24x7 by a user? Please provide details.	N	Our in-house order tracking system cannot currently be accessed 24x7 by a user. This information can, however, be accessed by your Océ Account Executive. When you place an equipment order with your account executive, she will activate our customer ordering procedure, immediately giving your order a unique order number and logging it into our centralized database. Your account executive will then use our order processing system to monitor inventory status and track the progression of your orders from shipment through delivery and setup. The system shows when the order was signed, entered, booked,

	Requirements	A	B
			released, shipped, delivered and installed.
7.	Is your firm willing to commit to service level agreements? If so, please refer to Appendix A and fill in the yellow shaded areas.		Please see completed Appendix A.
8.	Does your proposed solution include any marketing abilities and resources to promote this contract to schools, universities, local and non-Executive Branch state agencies? Please provide marketing plan and examples of marketing tools.		<p>Océ works with public bodies the same as we do with the Commonwealth, only on a smaller scale. They receive all the same benefits as any Commonwealth or State agency.</p> <ul style="list-style-type: none"> ▪ Océ will develop a dedicated contract web site that will contain all the product, pricing and contact information in order to allow any public body to investigate our potential solutions. ▪ Océ will develop a contract catalog that we will make available to all contract eligible users. This will facilitate easy access reference to the Océ solutions. ▪ Océ will assign a contract professional to meet with any public body interested in transitioning to an Océ solution. ▪ Océ will perform a workflow analysis on an as-needed basis in order to develop a sound transition recommendation. ▪ Océ and the Public Body will jointly develop a specific transition implementation plan with measurable criteria and key date initiatives. <p>Océ has account managers through out the Commonwealth of Virginia with specific account assignments that include schools, universities, local and non-Executive Branch state agencies. Océ has an extensive marketing website available to the account managers with</p>

	Requirements	A	B
			all the resources developed by our corporate marketing team, these tools include industry information, marketing materials and training resources.
9.	Does your proposed solution provide an inventory management system that tracks items such as beginning/end lease date, dates payments received, location of device, serial number, etc.? If so, please describe.		<p>Océ can generate reports on a quarterly, semi annual or annual basis per our customer's request. The turnaround time for report requests can be as little as 24 hours. The most common reports are:</p> <ul style="list-style-type: none"> ▪ Service Reports – shows uptime, number of service calls, response times, etc ▪ Usage Reports – detail copies/printouts per machine and average copies over a certain time ▪ Billing Reports – consolidated invoicing, supply costs (if applicable), installed base, etc. <p>An extranet site can be developed specifically for you where we can automatically post reports in Excel format at regularly scheduled intervals. Océ's measurement and reporting capabilities would encompass all designated locations.</p>

C. Security

	Requirements	A	B
1.	If the unit has a hard drive, will Supplier comply with section "Statement of ITRM Requirements for the Removal of Commonwealth Data from Electronic Media" from VITA's Security Policy located at (http://www.vita.virginia.gov/uploadedFiles/Library/PSGs/Data_Removal_Standard_514_03%2010_07_2008_r3.p)	Y	If requested in advance in writing, upon pickup and return of equipment leased from Océ, the Customer will receive verification that all Customer data has been cleared from the equipment. There is an additional charge for this service. Customers that require retention of the hard disk drives or to have data clearing done on site by an Océ technician can schedule a specific service call before the equipment is returned. There is an additional charge for this service.

	Requirements	A	B
	df). If so, please describe.		Should the unit be leased through a third party, their permission would be required for this option.
2.	If the unit uses non-volatile memory to store data, will those systems automatically erase the data after each job is complete or does the user have to perform a specific task? Again, please refer to VITA’s Security Policy regarding non-volatile memory.	Y	There is software available as an option that will erase data automatically after each job. Océ will include this optional software at the specified cost to the customer in every proposal submitted to an end-user.

D. Reports

	Requirements	A	B
1.	Will your proposed solution include an electronic service log that is available to customers on specific copiers/printers? (provide examples)	Y	Océ maintains a service log at each machine location. This log is usually kept inside the machine and is completed for each service call. The log details the date the machine was serviced, details of the issue, and details of the repair to include what parts were replaced and any additional service work that may need to be completed. An electronic record is kept by our service department.
2.	Will your proposed solution include any additional reports that would be an added value to the Commonwealth? Please describe and provide examples.	Y	Océ is committed to making sure you have the information you need to effectively manage your printers. Your Océ Account Executive will work with you to define your specific reporting requirements upon implementation of our contractual agreement.

Appendices

Any optional information Supplier may wish to submit, not including pricing data.

As an experienced document imaging provider in business and state-wide municipalities, Océ understands your needs and takes a customer-centric view of how we work with you to meet them. Our capabilities outlined below will enable you to implement improvements that will optimize your production printing solutions to achieve cost savings and reduction in assets.

- **Océ is Built to Help You Succeed:** Océ can guide you through every step of developing a new print and document management strategy. Starting with the Océ Office Performance Program, a step-by-step approach to improving productivity and reducing costs, we will assess your document-related business needs and recommend more efficient ways to print and manage documents within your environment.

By enabling you to **control** your office printing, **effectively** execute tasks, and **integrate** efficient workflows and solutions into a **convenient** environment, Océ will help you optimize your people, processes and products to accomplish all of your business needs.

- **Products and Solutions that Help you Gain Control** - From fleet management, document and network security, to cost accounting and everything in between, Océ provides scalable solutions so you can regain control of your printing environment. Our solutions enable you to manage your devices, track usage, calculate costs, and analyze the results. We also offer secure devices to protect your data and devices.
- **Effective Solutions** - Océ has the products and solutions to meet any printing, document capture, document distribution, and device and output management requirement you may have. Océ also has the most complete and comprehensive color and black and white product line in the industry.
- **The Latest Technology that Integrates into any Environment** - The pace of technological change moves forward at breakneck speed. As a customer, you need to be confident that any company you partner with will have access to the latest in technology that will integrate into your environment and improve efficiency, reliability, quality, and reduce the cost of operation. Océ makes a heavy investment in research and development each year.
- **Products that are Convenient and Easy to Use** - Océ solutions provide automated workflows and customizable interfaces that allow user-friendly access to the advanced features that our smarter document devices provide. Océ makes it easy to manage change and gain employee acceptance by providing exciting new technology with a common user interface and easy access to documents any time or anywhere.
- **Global Partner with a Local Presence** - When you invest with a company to develop a mission critical printing and document management strategy, you'll need to partner with a reputable, stable company committed to bringing to market the systems and solutions you need now and well into the future. As a global company, we've learned a lot about our industry and how to best serve you from our customers around the world. Although we are sizeable, we are structured to offer you a strong local presence, so the people you do business

with are right in your neighborhood.

- **A Tradition of Sustainable Practices** - “Going green” is rapidly gaining momentum and will be an important consideration as companies seek future solutions. You will want to align your company with like-minded organizations that share your views on maintaining a minimal impact on the environment. Océ has a 130 year tradition of environmental stewardship.

Exhibit D Océ APPENDIX C RFP 2010-22

Exhibit D Océ APPENDIX C RFP 2010-22			
SUPPLIER ITEM NUMBER	PRODUCT DESCRIPTION	LIST PRICE	VITA DISCOUNT (Percentage Amount, should be equal to or greater than GSA Discount)
A0U0212	Océ Color System - CS665 GSA	\$45,000	31%
	Océ Color System - CS665 GSA Install	\$610	0%
6152206	System Integration (Full Day)	\$1,675	31%
6152700	10 Incidents Pack	\$600	31%
6152701	50 Incidents Pack	\$2,500	31%
6152706	Individual Incident	\$100	31%
6152710	5 Pack Help Desk Incidents	\$325	31%
6152711	25 Incidents Pack	\$1,375	31%
7295597	Océ PRISMAsync CS600 Color Controller	\$8,000	31%
7295627	PrismaSync Controller R2	\$8,000	31%
9717723	Océ Graphic Arts Fiery User Training - required for all GA Packages	\$1,675	31%
9717729	Creo Controller Operator Training - required for the Creo Controller	\$995	31%
9717832	CS6xx Series Operator Training - required for all models	\$995	31%
9717852	Fiery Controller Training - required for the Pro80 external controller	\$995	31%
45052707	HDD Security Kit for Controller	\$1,200	31%
45057858	Graphic Arts Package Standard Edition	\$3,200	31%
45057859	Graphic Arts Premiun Edition	\$7,200	31%
45057871	Graphic Arts Premiun Edition Upgrade from Standard Edition	\$4,800	31%
45058448	Fiery Secure Erase	\$825	31%
45058449	Fiery Graphic Arts Hotfolder	\$925	31%
45058452	Fiery Graphics Arts Auto Trap	\$825	31%
45060353	19 inch FACI/Furniture Bundle for Pro-80	\$3,000	31%
45073655	512MB Memory Upgrade for IC-408 Controller	\$395	31%
45085454	FACI Enable Dongle	\$1,350	31%

45085495	Spectrophotometer Oce i1 Non - UV	\$1,350	31%
45086307	SeeQuence Impose 1.0	\$2,500	31%
45086308	SeeQuence Compose 1.0	\$1,100	31%
7100014313	Surge Protector 220V/20A	\$300	31%
7640002317	Hecon Base 10 Cable (Need w/ Equitrac Key Counter H)	\$100	31%
7640002844	1GB Memory Upgrade (512MB x 2)	\$520	31%
7640004586	2GB Memory Upgrade (1GB x 2))	\$815	31%
15HS	Extra Cart for Stacker LS-505 (LC-501) - optional	\$800	31%
518-03670A	Profile Wizard Digi 2.0 with i1 Spectrophotometer	\$2,250	31%
639-00033D	Profile Wizard Digi 2.0 (software only)	\$995	31%
A036WW0-1	Embedded Fiery Controller (IC-408)	\$7,800	31%
A03WWW0	Large Capacity Paper Tray (LU-202)	\$3,200	31%
A03Y0Y0	160GB (4 x 40GB) HDD kit (HD-506)	\$2,000	31%
A0410Y0	Dehumidifier/Heater for LU-202 (HT-503) - optional	\$1,200	31%
A0410Y1	Dehumidifier/Heater for PF-602 (HT-504) - optional	\$1,900	31%
A0420Y0	Platen Cover (OC-506)	\$180	31%
A0430Y0	Output Tray (OT-502)	\$620	31%
A04DWW0	All-In-One Booklet Finisher (FS-607)	\$4,900	31%
A04FOY1	Punch Kit (PK-512) - optional	\$775	31%
A04HWY1	Post Inserter (PI-502) - optional	\$1,045	31%
A04KWY1	Powered Relay Unit (RU-504)	\$3,200	31%
A052WY1	RADF Document Feeder (DF-609)	\$1,800	31%
A073WW1	Creo Controller Plus for CS665 (IC-304*1)	\$26,500	31%
A0DRWW0	Stapler Finisher (FS-520)	\$3,100	31%
A0GEWY1	MultiPunch Relay Unit (RU-506)	\$2,000	31%
A0GYWY2	100-Sheet Stapler (FS-521)	\$6,800	31%
A0H0W11	Multi-Folding/Punching/Post Inserting Unit (FD-503)	\$17,000	31%
A0H1W11	5,000 Sheet High Capacity Stacker (LS-505)	\$16,500	31%
A0H2WY1	Saddle-Stitch Booklet Maker (SD-506)	\$25,000	31%
A0MDWW1	External Fiery Controller Pro80 Plus	\$23,000	31%
A0N9W11	MultiPunch (GP-501)	\$10,000	31%
A0NAW11	MultiPunch Die - Letter Loose Leaf - 3 Holes Round (DS-501)	\$650	31%

A0NCW11	MultiPunch Die - Letter Plastic Comb - 19 Holes Rectangular (DS-502)	\$650	31%
A0NDW11	MultiPunch Die - Letter Wire - 32 Holes Square (DS-503)	\$650	31%
A0NEW11	MultiPunch Die - Letter Wire - 21 Holes Square (DS-504)	\$650	31%
A0NFW11	MultiPunch Die - Letter Color Coil - 44 Holes Round (DS-505)	\$650	31%
A0NGW11	MultiPunch Die - Letter VeloBind - 11 Holes Round (DS-506)	\$650	31%
A0U4WY1	2x3000 High Capacity Paper Drawers (PF-602)	\$5,800	31%
A0V9011	Perfect Binder (PB-502)	\$35,000	31%
B230914501	OL Care for PrintShop Mail Production Edition - Additional Year	\$849	31%
B230914523	OL Care for PrintShop Mail Starter Edition - Additional Year	\$169	31%
BDSCLE	DS Care for DirectSmile Creator Pro Limited - Additional Year	\$169	31%
BDSCPE	DS Care for DirectSmile Creator Pro Unlimited - Additional Year	\$849	31%
C130103506	OL Care for PrintShop Mail Production Edition Upgrade - First Year	\$765	31%
CDSCUE	DS Care for DirectSmile Creator Pro Unlimited Upgrade - First Year	\$764	31%
CZ23091450	OL Care for PrintShop Mail Production Edition - First Year	\$849	31%
O-31616502	PrintShop Mail Starter Edition	\$995	31%
O-PDSCLE	DirectSmile Creator Pro Limited + Training + Care Bundle	\$1,794	31%
O-PDSCPF	DirectSmile Creator Pro Unlimited + Training + Care Bundle	\$6,274	31%
PATRYGBKIT	LED Signal Lamp	\$530	31%
PDSCUE	DirectSmile Creator Pro Unlimited Upgrade from Limited Edition	\$4,495	31%
Z230914501	Atlas Printshop Mail Production Cross Platform	\$4,995	31%
VP6160	VarioPrint 6160 Ultra	\$199,900	31%
	VarioPrint 6160 Ultra delivery & install	\$1,209	0%
VP6200	VarioPrint 6200 Ultra	\$244,900	31%
	VarioPrint 6200 Ultra delivery & install	\$1,209	0%
VP6250	VarioPrint 6250 Ultra	\$289,900	31%
	VarioPrint 6250 Ultra delivery & install	\$1,209	0%
VP6320	VarioPrint 6320 Ultra	\$375,000	31%
	VarioPrint 6320 Ultra delivery & install	\$1,209	0%
4980011	Set Finisher Module	\$9,800	31%
	Set Finisher Module delivery & install	\$124	0%
4980008	Paper Input Module Optional	\$25,000	31%
	Paper Input Module Optional delivery & install	\$226	0%

4980030	Stacker (iHCS) w/ L-sided docking	\$17,000	31%
	Stacker (iHCS) w/ L-sided docking delivery & install	\$249	0%
4980350	Stacker (iHCS)-2 w/ L-sided docking-required for Ultra 6320 delivery & install	\$17,000	31%
	Stacker (iHCS)-2 w/ L-sided docking-required for Ultra 6321	\$277	0%
4980031	DFD2 Interface Kit Required for All OEM Finishing	\$400	31%
4980067	Forms Assist Module (Requires Media Testing)	\$450	31%
4980033	Copy Control Interface Kit for the VP6000 Ultra or Classic	\$495	31%
9711424	Aluminum Floor Protection	\$250	31%
4980025	Netware NDPS	\$450	31%
4980026	E-Shredding	\$430	31%
4980097	KDK Link-available for Ultra series only	\$3,000	31%
4980024	DP Link	\$3,000	31%
4980098	Remote Viewer for VP6000 Ultra	\$750	31%
Z230914501	Atlas Printshop Mail Production Cross Platform	\$4,995	31%
CZ23091450	OL Care for PrintShop Mail Production Edition - First Year	\$849	31%
B230914501	OL Care for PrintShop Mail Production Edition - Additional Year	\$849	31%
4980058	IPDS	\$8,000	31%
4980059	SRA-PCL	\$6,500	31%
4980054	Fontset Simplified Chinese	\$415	31%
4980055	Fontset Traditional Chinese	\$415	31%
4980056	Fontset Japanese	\$2,080	31%
4980057	Fontset Korean	\$415	31%
4980016	VarioPrint 6160 to VP6200 Upgrade License	\$58,300	31%
4980017	VarioPrint 6200 to VP6250 Upgrade License	\$55,000	31%
4980091	VarioPrint 6250 to VP6320 Upgrade License	\$85,100	31%
4980049	Media Enhancement Module for VP6000 family	\$19,000	31%
	Media Enhancement Module for VP6000 family delivery & install	\$131	0%
4980063	Print Guard (Includes 2 Required Units)	\$45,000	31%
	Print Guard (Includes 2 Required Units) delivery & install	\$479	0%
4980095	VarioPrint 6160/6200 to VP6250 Ultra	\$3,300	31%
9717724	VarioPrint 6000 Ultra Operator Training	\$3,350	31%
6152206	System Integration (Full Day 2 Required)	\$1,675	31%

6152710	5 Pack Help Desk Incidents	\$325	31%
9717868	VP6000 Ultra 1st & 2nd Shift Training	\$5,250	31%
9717869	VP6000 Ultra 1st, 2nd & 3rd Shift Training	\$8,375	31%
VP4110	VarioPrint 4110 MFD	\$39,900	31%
	VarioPrint 4110 MFD delivery & install	\$378	0%
VP4120	VarioPrint 4120 MFD	\$45,900	31%
	VarioPrint 4120 MFD delivery & install	\$378	0%
VP4110P	VarioPrint 4110 Printer	\$38,900	31%
	VarioPrint 4110 Printer delivery & install	\$378	0%
VP4120P	VarioPrint 4120 Printer	\$44,900	31%
	VarioPrint 4120 Printer delivery & install	\$378	0%
4980405	PRISMAsync (Celeron 2.0GHz, 1GB RAM, 80GB HDD)	\$3,025	31%
4980406	PRISMAsync - High End (Dual Core 2.2GHz, 2 GB RAM, 160GB HDD)	\$4,550	31%
4980433	2nd PIM (3-drawer)	\$12,750	31%
	3rd PIM (3-drawer) delivery & install	\$302	0%
4980434	Dual Paper Drawer (up to 2 per PIM unit)	\$2,625	31%
	Dual Paper Drawer (up to 2 per PIM unit - Freight only applies to Field Upgrades)	\$76	0%
4980030	Stacker (iHCS) w/ L-sided docking	\$17,000	31%
	Stacker (iHCS) w/ L-sided docking delivery & install	\$249	0%
4980011	Set Finisher Module	\$9,800	31%
	Set Finisher Module delivery & install	\$124	0%
4980435	iBLM (D/I of \$475 Required if Upgrade)	\$9,925	31%
	iBLM (D/I of \$475 Required if Upgrade - Freight only applies to Field Upgrades)	\$302	0%
4980031	DFD2 Interface Kit Required for All OEM Finishing	\$400	31%
4980436	OEM interface (connects PIM unit directly to OEM finishing)	\$375	31%
4967230	iMFS (Multi Format Stapler)	\$14,500	31%
	iMFS (Multi Format Stapler) delivery & install	\$161	0%
4980450	iXDP: integrated Die Punch (all LETTER size)	\$12,250	31%
	iXDP: integrated Die Punch (all LETTER size) delivery & install	\$116	0%
1060082326	3-Hole Round: Loose Leaf	\$550	31%
1060082324	11-Hole Round: Velobind	\$550	31%
1060097144	19-Hole Rectangle: Plastic Comb	\$550	31%

1060082323	32-Hole Square: Wire-O	\$550	31%
1060082321	44-Hole Round: Plastic Comb	\$550	31%
9711424	Aluminum Floor Protection	\$250	31%
4978214	CCI Package (to connect external copy control devices)	\$380	31%
	CCI Package (to connect external copy control devices) delivery & install	\$65	0%
4980067	Forms Assist Module (Requires Media Testing)	\$450	31%
4980417	VarioPrint VP4000 Speed Upgrade to 120 ppm	\$6,000	31%
4980426	Streaming	\$4,550	31%
4980423	eNDPS	\$600	31%
4980425	E-Shredding	\$600	31%
4980427	DP Link	\$2,500	31%
4980419	IPDS	\$8,000	31%
4980420	PCL5-SRA	\$6,500	31%
4980421	PCL6 (office)	\$400	31%
4980422	Scan Logic	\$750	31%
9712765	Scan Router	\$1,400	31%
4980418	Postscript	\$1,400	31%
2100024999	AFP Font Collection	\$625	31%
4980431	Fontset Simplified Chinese	\$415	31%
4980430	Fontset Traditional Chinese	\$415	31%
4980428	Fontset Japanese	\$2,080	31%
4980429	Fontset Korean	\$415	31%
O-31616502	PrintShop Mail Starter Edition	\$995	31%
B230914523	OL Care for PrintShop Mail Starter Edition - Additional Year	\$169	31%
Z230914501	Atlas Printshop Mail Production Cross Platform	\$4,995	31%
CZ23091450	OL Care for PrintShop Mail Production Edition - First Year	\$849	31%
B230914501	OL Care for PrintShop Mail Production Edition - Additional Year	\$849	31%
C130103506	OL Care for PrintShop Mail Production Edition Upgrade - First Year	\$765	31%
O-PDSCLE	DirectSmile Creator Pro Limited + Training + Care Bundle	\$1,794	31%
BDSCLE	DS Care for DirectSmile Creator Pro Limited - Additional Year	\$169	31%
O-PDSCPF	DirectSmile Creator Pro Unlimited + Training + Care Bundle	\$6,274	31%
BDSCPE	DS Care for DirectSmile Creator Pro Unlimited - Additional Year	\$849	31%

PDSCUE	DirectSmile Creator Pro Unlimited Upgrade from Limited Edition	\$4,495	31%
CDSCUE	DS Care for DirectSmile Creator Pro Unlimited Upgrade - First Year	\$764	31%
9717962	VarioPrint 4000 Operator Training	\$1,675	31%
6152206	System Integration (Full Day)	\$1,675	31%
6152710	5 Pack Help Desk Incidents	\$325	31%
4980040	Océ Document Scanner DS60	\$20,500	31%
	Océ Document Scanner DS61 delivery & install	\$282	0%
4980036	Scan2File/Scan2 e-mail	\$100	31%
4980037	E-Shredding	\$100	31%
9717689	DS-Stand-Alone Scanner Training	\$995	31%
2100034879	DocSetter Software V3	\$3,750	31%
9717935	Key Operator Training 1/2 day	\$995	31%
MKT-CS2	Integration & Implementation (Hourly) - Min 4 Hrs	\$200	31%
2100034915	DocSetter V2 (without PS/PDF) to V3/RU(Upgrade V2 to V3)	\$670	31%
2100034916	DocSetter V2 (with PS/PDF) to V3/RU(Upgrade V2 to V3)	\$500	31%
2100034917	DocSetter Std V2 (without PS/PDF) to V3/RU(Upgrade V2 to V3)	\$670	31%
2100034918	DocSetter Std V2 (with PS/PDF) to V3/RU(Upgrade V2 to V3)	\$500	31%
2100034912	PRISMApro Print Incl Tab Wizard	\$2,335	31%
2100032644	DPconvert V2.20 Includes:2100041648 Dpconvert v2.20 (Corporate) CD	\$8,900	31%
MKT-CS1	Printer Resource Development (Hourly)	\$150	31%
MKT-CS3	Integration (Hourly)	\$275	31%
MKT-PM	Integration (Hourly)	\$225	31%
PC-GE2	General Purpose PC	\$1,700	31%
154062467	22" Widescreen LCD, Black Monitor	\$400	31%
150062321	Hard Drive Upgrade Kit 200 GB SATA	\$400	31%
157062217	Tape backup kit includes external VXA-2 80/160 GB tape drive, Ultra 160 SCSI host adapter, backup software and a blank tape cartridge	\$2,500	31%
4984051	Controller Cabinet	\$600	31%
7010009984	ML Base Server, 370 (G5)	\$4,100	31%
7010010003	Server, 370 Configuration #1Kit	\$755	31%
7010010056	Windows XP OS Package	\$390	31%
7010010049	19 inch, TFT Flat Panel	\$280	31%

7010009988	1 GB (G5) Memory	\$125	31%
7010009991	Hard Drive 146.8 GB (G5)	\$365	31%
DPCSPV1	Océ DPconvert Service Provider V2.20	Base Price determined by monthly RDO conversion license chosen.	0%
2100031048	DPconvert Dongle Service Provider	\$210	31%
2100031048	DPconvert Dongle Service Provider	\$210	31%
2100032683	License for Conversion 10K RDO pages NFR	\$150	100%
2100031044	License for conversion of 250k RDO pages	\$12,500	31%
2100031045	License for conversion of 500k RDO pages	\$17,500	31%
2100031046	License for conversion of 1000k RDO pages	\$25,000	31%
2100035658	PRISMAaccess Base	N/C	0%
2100041725	Océ PRISMAaccess SW Pack v5.0 (CD)	N/C	0%
2100041722	Océ PRISMAaccess ID v5	N/C	0%
2100041760	PRISMAaccess Central Server License	\$3,600	31%
2100041761	PRISMAaccess 1 Operator Console License	\$1,800	31%
2100041762	PRISMAaccess 2 Operator Consoles License	\$3,240	31%
2100041763	PRISMAaccess 3 Operator Consoles License	\$3,680	31%
2100041764	PRISMAaccess 4 Operator Consoles License	\$6,000	31%
2100041765	PRISMAaccess 5 Operator Consoles License	\$7,200	31%
2100041770	PRISMAaccess 1 Submission Server License	\$3,000	31%
2100041771	PRISMAaccess 2 Submission Servers License	\$5,400	31%
2100041772	PRISMAaccess 3 Submission Servers License	\$7,500	31%
2100041773	PRISMAaccess 4 Submission Servers License	\$9,350	31%
2100041774	PRISMAaccess 5 Submission Servers License	\$10,800	31%
2100040760	Adobe Acrobat v9	\$560	31%
2100041779	PRISMAaccess Accounting	\$975	31%
2100040759	Enfocus Pitstop V8	\$700	31%
2100033862	Quite Imposing	\$798	31%
2100032644	DPconvert V2.20 Includes:2100041648 Dpconvert v2.20 (Corporate) CD	\$8,900	31%
9717955	PRISMAaccess Administrator Training	\$1,675	31%
6152710	5 Pack Help Desk Incidents	\$325	31%

6152206	System Integration (Full Day 2 REQUIRED)	\$1,675	31%
PC-SVRM2	Océ Server PC	\$2,400	31%
154062467	22" Widescreen LCD, Black Monitor	\$400	31%
150062321	Hard Drive Upgrade Kit 200 GB SATA	\$400	31%
157062217	Tape backup kit includes external VXA-2 80/160 GB tape drive, Ultra 160 SCSI host adapter, backup software and a blank tape cartridge	\$2,500	31%
4984051	Controller Cabinet	\$600	31%
2100041728	REQUIRED: Migration of PRISMAccess v4 to PRISMAccess v5:	\$4,200	31%
2100041766	PRISMAccess Upgrade 1 to 2 Operator Consoles Lic.	\$1,440	31%
2100041767	PRISMAccess Upgrade 2 to 3 Operator Consoles Lic.	\$1,440	31%
2100041768	PRISMAccess Upgrade 3 to 4 Operator Consoles Lic.	\$1,325	31%
2100041769	PRISMAccess Upgrade 4 to 5 Operator Consoles Lic.	\$1,200	31%
2100041775	PRISMAccess Upgrade 1 to 2 Submission Servers Lic.	\$2,400	31%
2100041776	PRISMAccess upgrade 2 to 3 Submission Servers Lic.	\$2,100	31%
2100041777	PRISMAccess upgrade 3 to 4 Submission Servers Lic.	\$1,800	31%
2100041778	PRISMAccess upgrade 4 to 5 Submission Servers Lic.	\$1,500	31%
2100022228	PRISMArchive	\$1,500	31%
9717711	PRISMArchive Administrator Training	\$1,675	31%
9717712	PRISMArchive User Training	\$995	31%
6152206	System Integration (Full Day)	\$1,675	31%
6152710	5 Pack Help Desk Incidents	\$325	31%
2100039596	Archive License 3 Concurrent Users	\$2,200	31%
2100039597	Archive License 5 Concurrent Users	\$4,600	31%
2100021309	Archive License 20 Concurrent Users	\$9,998	31%
2100021310	Archive License 50 Concurrent Users	\$16,500	31%
2100021311	Archive License Unlimited Users	\$25,500	31%
2100026796	CD/DVD Publishing	\$2,500	31%
2100023020	ASM SAT V2- Required with PRISMAccess,Satellite for ERP&Legacy DocWorks.	\$1,500	31%
2100021268	ASM Pro V2 - Required for PRISMAproduction support	\$20,250	31%
2100021271	ASM IMG V2 - IPDS & PCL as images support	\$1,100	31%
2100021273	ASM App Command Line Interface - Required for customization if another software app is being used to store documents	\$3,920	31%

2100023021	Open Storage Interface - Only required if not using an NTFS system i.e.EMC2.	\$3,920	31%
2100033553	EMC2 Centera Storage Interface	\$5,500	31%
2100021312	DMFS Capacity up to 500GB	\$3,200	31%
2100021313	DMFS Capacity unlimited	\$6,400	31%
2100029909	Upgrade DMFS Capacity 500 GB to Unlimited	\$3,200	31%
PC-SVRM2	Océ Server PC	\$2,400	31%
154062467	22" Widescreen LCD, Black Monitor	\$400	31%
150062321	Hard Drive Upgrade Kit 200 GB SATA	\$400	31%
157062217	Tape backup kit includes external VXA-2 80/160 GB tape drive, Ultra 160 SCSI host adapter, backup software and a blank tape cartridge	\$2,500	31%
2100039598	Upgrade Archive License from 3 to 5 Concurrent Users	\$2,200	31%
2100039599	Upgrade Archive License from 5 to 20 Concurrent Users	\$7,500	31%
2100029907	Upgrade Archive License from 20 to 50 Concurrent Users	\$7,400	31%
2100029908	Upgrade Archive License from 50 to Unlimited Users	\$9,200	31%
2100032413	PRISMAprepare (PPREpv4)	Base price determined by monthly concurrent user license chosen	31%
2100040760	Adobe Acrobat v9 - MANDATORY 1 PER PC	\$560	31%
2100041284	PRISMAprepare 1 Concurrent User	\$10,440	31%
2100041285	PRISMAprepare 2 Concurrent User	\$17,240	31%
2100041286	PRISMAprepare 3 Concurrent User	\$26,400	31%
2100041287	PRISMAprepare 4 Concurrent User	\$31,800	31%
2100041288	PRISMAprepare 5 Concurrent User	\$37,800	31%
2100041289	PRISMAprepare 6 Concurrent User	\$43,500	31%
2100041290	PRISMAprepare 7 Concurrent User	\$48,900	31%
2100041291	PRISMAprepare 8 Concurrent User	\$54,100	31%
2100041292	PRISMAprepare 9 Concurrent User	\$59,100	31%
2100041293	PRISMAprepare 10 Concurrent User	\$63,900	31%
9717957	On-Site SC Implementation and Training	\$1,675	31%
6152710	5 Pack Help Desk Incidents	\$325	31%
2100033862	Quite Imposing - MANDATORY 1 PER PC	\$798	31%
2100040759	Enfocus Pitstop V8 - MANDATORY 1 PER PC USING IT	\$700	31%

FIXED SPREAD RATE (In decimal form)			
	36 Month Rate		
	48 Month Rate		
	60 Month Rate		
	72 Month Rate		
	84 Month Rate		

VITA Lease Pricing

As of July 23, 2010

Effective Date	Term	EOL Option	US Treasury Interest Rate Swap as of 4/1/10	OFSI Spread	Rate	ADV/ARR	Factor	RV	RATE WITH RV	PTAX Uplift	Factor with uplift	Rate
7/19/10	24	FMV	0.58%	5.67%	6.25%	-	0.04443	10.00%	14.11%	0.0007	0.04513	15.48%
7/19/10	36	FMV	0.83%	5.67%	6.50%	-	0.03065	7.50%	10.36%	0.0007	0.03135	11.75%
7/19/10	48	FMV	1.56%	8.38%	9.94%	-	0.02533	7.50%	12.43%	0.0007	0.02603	13.78%
7/19/10	60	FMV	1.91%	9.99%	11.90%	-	0.02219	5.00%	13.07%	0.0007	0.02289	14.38%
7/19/10	72	FMV	2.46%	9.99%	12.45%	-	0.01978	3.00%	12.98%	0.0007	0.02048	14.27%

Customer Name: [Exhibit D Commonwealth of Virginia - Info Tech Agency](#)Sales Rep Name: [Margaret Bannerman](#)

Item #	Description	FREIGHT/INSTALL WITH ADMIN /EVA/ARIBA FEES for field upgrades only
7295597	Océ PRISMAsync CS600 Color Controller	*52
7295627	PrismaSync Controller R2 (freight for Upgrade Only)	*52
45052707	HDD Security Kit for Controller	*26
45057858	Graphic Arts Package Standard Edition	*26
45057859	Graphic Arts Premium Edition	*26
45057871	Graphic Arts Premium Edition Upgrade from Standard Edition	*26
45058448	Fiery Secure Erase	*26
45058449	Fiery Graphic Arts Hotfolder	*26
45058452	Fiery Graphics Arts Auto Trap	*26
45060353	19 inch FACI/Furniture Bundle for Pro-80	*284
45073655	512MB Memory Upgrade for IC-408 Controller	*26
45085454	FACI Enable Dongle	*26
45085495	Spectrophotometer Océ i1 Non - UV	*26
45086307	Seequence Impose 1.0	*26
45086308	Seequence Compose 1.0	*26
7100014313	Surge Protector 220V/20A	*31
7640002317	Hecon Base 10 Cable (Need w/ Equitrac Key Counter H)	*26
7640002844	1GB Memory Upgrade (512MB x 2)	*26
7640004586	2GB Memory Upgrade (1GB x 2)	*26
15HS	Extra Cart for Stacker LS-505 (LC-501) - optional	*52
518-03670A	Profile Wizard Digi 2.0 with i1 Spectrophotometer	*41
639-00033D	Profile Wizard Digi 2.0 (software only)	*26
A036WW0-1	Embedded Fiery Controller (IC-408)	*52
A03WWW0	Large Capacity Paper Tray (LU-202)	*284
A03Y0Y0	160GB (4 x 40GB) HDD kit (HD-506)	*26
A0410Y0	Dehumidifier/Heater for LU-202 (HT-503) - optional	*41
A0410Y1	Dehumidifier/Heater for PF-602 (HT-504) - optional	*41
A0420Y0	Platen Cover (OC-506)	*309
A0430Y0	Output Tray (OT-502)	*26
A04DWW0	All-In-One Booklet Finisher (FS-607)	*284
A04F0Y1	Punch Kit (PK-512) - optional	*41
A04HWY1	Post Inserter (PI-502) - optional	*52
A04KWY1	Powered Relay Unit (RU-504)	*284
A052WY1	RADF Document Feeder (DF-609)	*52
A073WW1	Creo Controller Plus for CS665 (IC-304*1)	*284
A0DRWW0	Stapler Finisher (FS-520)	*284
A0GEWY1	MultiPunch Relay Unit (RU-506)	*284
A0GYWY2	100-Sheet Stapler (FS-521)	*284
A0H0W11	Multi-Folding/Punching/Post Inserting Unit (FD-503)	*284
A0H1W11	5,000 Sheet High Capacity Stacker (LS-505)	*284
A0H2WY1	Saddle-Stitch Booklet Maker (SD-506)	*309
A0MDWW1	External Fiery Controller Pro80 Plus	*62
A0N9W11	MultiPunch (GP-501)	*284
A0NAW11	MultiPunch Die - Letter Loose Leaf - 3 Holes Round (DS-501)	*26
A0NCW11	MultiPunch Die - Letter Plastic Comb - 19 Holes Rectangular (DS-502)	*62
A0NDW11	MultiPunch Die - Letter Wire - 32 Holes Square (DS-503)	*26
A0NEW11	MultiPunch Die - Letter Wire - 21 Holes Square (DS-504)	*26
A0NFW11	MultiPunch Die - Letter Color Coil - 44 Holes Round (DS-505)	*26
A0NGW11	MultiPunch Die - Letter VeloBind - 11 Holes Round (DS-506)	*26
A0U4WY1	2x3000 High Capacity Paper Drawers (PF-602)	*284
A0V9011	Perfect Binder (PB-502)	*309
O-31616502	PrintShop Mail Starter Edition	*26
O-PDSCLE	DirectSmile Creator Pro Limited + Training + Care Bundle	*26
O-PDSCPF	DirectSmile Creator Pro Unlimited + Training + Care Bundle	*26
PATRYGBKIT	LED Signal Lamp	*26
PDSCUE	DirectSmile Creator Pro Unlimited Upgrade from Limited Edition	*26
Z230914501	Atlas Printshop Mail Production Cross Platform	*26

Exhibit D Maintenance

Supplies **Included**
 # of Mo. Fixed **0**
 Billing Frequency **Monthly**
 Allowance Frequency **Monthly**

MMC CHARGES INCLUDE ADMIN, EVA/ARIBA FEES. MMC'S AND EXCESS CHARGES ARE NOT FIXED FOR ANY TERM. FIX FACTORS ARE 2YR 2.5%; 3YR 5%; 4YR 7.5%; 5YR 10%; 6YR 13% AND MUST BE APPLIED TO BASE & CPC

Model/Part	Description	Monthly Black and White	Monthly Color Copies	VITA discount	B&W CPC	COLOR CPC
#9713384 CORPORATE PLAN - SUPPLIES INCLUDED ONLY (Supplies Excluded is not available)						
A0U0212	Océ Color System - CS665 GSA	0	0	5%	0.0096	0.0431
A0U0212	Océ Color System - CS665 GSA	0	25,000	5%	0.0096	0.0402
A0U0212	Océ Color System - CS665 GSA	0	50,000	5%	0.0096	0.0383
A0U0212	Océ Color System - CS665 GSA	0	100,000	5%	0.0096	0.0364
A0U0212	Océ Color System - CS665 GSA	0	150,000		0.0096	0.0335
542 COMMERCIAL PLAN - SUPPLIES INCLUDED ONLY (Supplies Excluded is not available)						
A0U0212	Océ Color System - CS665 GSA	0	0	5%	0.0096	0.0479
A0U0212	Océ Color System - CS665 GSA	0	25,000	5%	0.0096	0.0459
A0U0212	Océ Color System - CS665 GSA	0	50,000	5%	0.0096	0.0440
A0U0212	Océ Color System - CS665 GSA	0	100,000	5%	0.0096	0.0421
A0U0212	Océ Color System - CS665 GSA	0	150,000	5%	0.0096	0.0402
VARIOPRINT 6000 ULTRA CLICK IMAGE PLAN						
VP6000 SERIES	6160-6320 W/O PRINT GUARD	0		5%	0.0036	
VARIOPRINT 6000 PGU (PRINT GUARD) CLICK IMAGE PLAN **						
VP6000 SERIES	6160-6320 W/ PRINT GUARD	0		5%	0.0046	
	Print Guard - Volume "N/A"	0		5%		
#9713384 Corporate Plan - Ledger clicks twice						
VP4000	PRINTER OR MFD DEVICES	0		5%	0.0047	
VP4000	PRINTER OR MFD DEVICES	150,000		5%	0.0040	
VP4000	PRINTER OR MFD DEVICES	300,000		5%	0.0038	
VP4000	PRINTER OR MFD DEVICES	500,000		5%	0.0037	
VP4000	PRINTER OR MFD DEVICES	700,000		5%	0.0036	
#7295542 Commercial Plan - Ledger clicks once						
VP4000	PRINTER OR MFD DEVICES	0		5%	0.0047	
VP4000	PRINTER OR MFD DEVICES	150,000		5%	0.0040	
VP4000	PRINTER OR MFD DEVICES	300,000		5%	0.0038	
VP4000	PRINTER OR MFD DEVICES	500,000		5%	0.0037	
VP4000	PRINTER OR MFD DEVICES	700,000		5%	0.0036	

Maintenance

Supplies **Included**
 # of Mo.Fixed **0**
 Billing Frequency **Monthly**
 Allowance Frequency **Monthly**

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Model/Part	Description	Monthly Black and White	Monthly Color Copies	VITA discount		
4987230	iMFS (Multi Format Stapler)			5%		
4980008	Paper Input Module Optional			5%		
4980011	Set Finisher Module			5%		
4980024	DP Link			5%		
4980030	Stacker (IHCS) w/ L-sided docking			5%		
4980040	Océ Document Scanner DS60			5%		
4980049	Media Enhancement Module for VP6000 family			5%		
4980063	Print Guard (Includes 2 Required Units)			5%		
4980097	KDK Link-available for Ultra series only			5%		
4980350	Stacker (IHCS)-2 w/ L-sided docking-required for Ultra 6320			5%		
4980427	DP Link			5%		
4980433	2nd PIM (3-drawer)			5%		
4980435	iBLM (D/I of \$475 Required if Upgrade)Freight only applies to Field Upgrades			5%		
4980450	iXDP: integrated Die Punch (all LETTER size)			5%		
7295627	PrismaSync Controller R2 (freight for Upgrade Only)			5%		
9717150	Response time reduced from 4 to 2 hrs (Per Machine Charge)			5%		
2100021268	ASM Pro V2 - Required for PRISMAproduction support			5%		
2100021271	ASM IMG V2 - IPDS & PCL as images support			5%		
2100021273	ASM App Command Line Interface - Required for customization if another softwa			5%		
2100021309	Archive License 20 Concurrent Users			5%		
2100021310	Archive License 50 Concurrent Users			5%		
2100021311	Archive License Unlimited Users			5%		
2100021312	DMFS Capacity up to 500GB			5%		
2100021313	DMFS Capacity unlimited			5%		
2100022228	PRISMAarchive			5%		
2100023020	ASM SAT V2- Required with PRISMAaccess.Satellite for ERP&Legacy DocWork			5%		
2100023021	Open Storage Interface - Only required if not using an NTFS system i.e.EMC2.			5%		
2100026796	CD/DVD Publishing			5%		
2100029907	Upgrade Archive License from 20 to 50 Concurrent Users			5%		
2100029908	Upgrade Archive License from 50 to Unlimited Users			5%		
2100029909	Upgrade DMFS Capacity 500 GB to Unlimited			5%		
2100032644	Dpconvert V2.20 Includes:2100041648 Dpconvert v2.20 (Corporate) CD			5%		
2100033553	EMC2 Centera Storage Interface			5%		
2100034879	DocSetter Software V3			5%		
2100034915	DocSetter V2 (without PS/PDF) to V3/RU(Upgrade V2 to V3)			5%		
2100034916	DocSetter V2 (with PS/PDF) to V3/RU(Upgrade V2 to V3)			5%		
2100034917	DocSetter Std V2 (without PS/PDF) to V3/RU(Upgrade V2 to V3)			5%		
2100034918	DocSetter Std V2 (with PS/PDF) to V3/RU(Upgrade V2 to V3)			5%		

Maintenance

Supplies *Included*
 # of Mo.Fixed 0
 Billing Frequency Monthly
 Allowance Frequency Monthly

MMC CHARGES INCLUDE ADMIN, EVA/ARIBA FEES. MMC'S AND EXCESS CHARGES ARE NOT FIXED FOR ANY TERM. FIX FACTORS ARE 2YR 2.5%; 3YR 5%; 4YR 7.5%; 5YR 10%; 6YR 13% AND MUST BE APPLIED TO BASE & CPC

Model/Part	Description	Monthly Black and White	Monthly Color Copies	VITA discount		
2100039596	Archive License 3 Concurrent Users			5%		
2100039597	Archive License 5 Concurrent Users			5%		
2100039598	Upgrade Archive License from 3 to 5 Concurrent Users			5%		
2100039599	Upgrade Archive License from 5 to 20 Concurrent Users			5%		
2100041284	PRISMAprepare 1 Concurrent User			5%		
2100041285	PRISMAprepare 2 Concurrent User			5%		
2100041286	PRISMAprepare 3 Concurrent User			5%		
2100041287	PRISMAprepare 4 Concurrent User			5%		
2100041288	PRISMAprepare 5 Concurrent User			5%		
2100041289	PRISMAprepare 6 Concurrent User			5%		
2100041290	PRISMAprepare 7 Concurrent User			5%		
2100041291	PRISMAprepare 8 Concurrent User			5%		
2100041292	PRISMAprepare 9 Concurrent User			5%		
2100041293	PRISMAprepare 10 Concurrent User			5%		
2100041294	PRISMAprepare Upgrade 1 to 2 Concurrent User			5%		
2100041295	PRISMAprepare Upgrade 2 to 3 Concurrent User			5%		
2100041296	PRISMAprepare Upgrade 3 to 4 Concurrent User			5%		
2100041297	PRISMAprepare Upgrade 4 to 5 Concurrent User			5%		
2100041298	PRISMAprepare Upgrade 5 to 6 Concurrent User			5%		
2100041299	PRISMAprepare Upgrade 6 to 7 Concurrent User			5%		
2100041300	PRISMAprepare Upgrade 7 to 8 Concurrent User			5%		
2100041301	PRISMAprepare Upgrade 8 to 9 Concurrent User			5%		
2100041302	PRISMAprepare Upgrade 9 to 10 Concurrent User			5%		
2100041384	PRISMAprepare v4.2 Upgrade			5%		
2100041728	REQUIRED: Migration of PRISMAaccess v4 to PRISMAaccess v5:			5%		
2100041760	PRISMAaccess Central Server License			5%		
2100041761	PRISMAaccess 1 Operator Console License			5%		
2100041762	PRISMAaccess 2 Operator Consoles License			5%		
2100041763	PRISMAaccess 3 Operator Consoles License			5%		
2100041764	PRISMAaccess 4 Operator Consoles License			5%		
2100041765	PRISMAaccess 5 Operator Consoles License			5%		
2100041766	PRISMAaccess Upgrade 1 to 2 Operator Consoles Lic.			5%		
2100041767	PRISMAaccess Upgrade 2 to 3 Operator Consoles Lic.			5%		
2100041768	PRISMAaccess Upgrade 3 to 4 Operator Consoles Lic.			5%		
2100041769	PRISMAaccess Upgrade 4 to 5 Operator Consoles Lic.			5%		
2100041770	PRISMAaccess 1 Submission Server License			5%		
2100041771	PRISMAaccess 2 Submission Servers License			5%		
2100041772	PRISMAaccess 3 Submission Servers License			5%		
2100041773	PRISMAaccess 4 Submission Servers License			5%		
2100041774	PRISMAaccess 5 Submission Servers License			5%		
2100041775	PRISMAaccess Upgrade 1 to 2 Submission Servers Lic.			5%		
2100041776	PRISMAaccess upgrade 2 to 3 Submission Servers Lic.			5%		
2100041777	PRISMAaccess upgrade 3 to 4 Submission Servers Lic.			5%		
2100041778	PRISMAaccess upgrade 4 to 5 Submission Servers Lic.			5%		
2100041779	PRISMAaccess Accounting			5%		
7010009984	ML Base Server, 370 (G5)			5%		
7010009988	1 GB (G5) Memory			5%		
7010009991	Hard Drive 146.8 GB (G5)			5%		
7010010003	Server, 370 Configuration #1Kit			5%		
7010010049	19 inch, TFT Flat Panel			5%		
A04DWW0	All-in-One Booklet Finisher (FS-607)			5%		
A0GYWY2	100-Sheet Stapler (FS-521)			5%		
A0H0W11	Multi-Folding/Punching/Post Inserting Unit (FD-503)			5%		
A0H1W11	5,000 Sheet High Capacity Stacker (LS-505)			5%		
A0H2WY1	Saddle-Stitch Booklet Maker (SD-506)			5%		
A0N9W11	MultiPunch (GP-501)			5%		
A0V9011	Perfect Binder (PB-502)			5%		
PC-GE2	General Purpose PC			5%		
PC-SVRM2	Océ Server PC			5%		
				5%		

EXHIBIT E – Service Level Agreements (SLAs)

(To be effective 60 days following commencement of the Services/Solution.)

Performance Standard	Measurement	Measurement Period	% Level	Service Price	Remedy/Additional Info.
Response Time	Océ standard quarterly fleet average onsite response to locations within 50 miles of an Océ District office is within four business hours from the time a request for maintenance service is received until the technician's on-site arrival. Response times for installation sites outside of a 50 mile radius of our Océ District office can average six business hours or more depending upon the location.	Quarterly	Four (4) business hours average fleet	Included in maintenance cost	Remedy can be finalized during contract negotiations.
Uptime	Océ maintains a 98% uptime based on a fleet average calculated over a continuous ninety (90) day period, providing the fleet is a minimum of 50 units. Uptime for such units of Production Equipment will be mutually agreed to by the parties taking into account such variables as unit specifications, print volume, media and job types, etc.	Quarterly	N/A	Included in maintenance cost	Océ is committed to providing you with state-of-the-art, high-quality, award-winning products and expert sales and service backed by our Customer Satisfaction Guarantee. This Guarantee commits us to promptly repair any Océ equipment you purchase, rent or lease from us that fails to perform in accordance with its published specifications. This is

Performance Standard	Measurement	Measurement Period	% Level	Service Price	Remedy/Additional Info.
					contingent upon the equipment being continually covered under our maintenance agreement and the failure is not caused by accident, misuses or supplies not provided by us. You must also comply with the terms of your sales, rental, license, lease and service agreements, as applicable.
Call Back	If we cannot correct your problem remotely, we will dispatch a service technician to your location. Within 60 minutes of your placing a service call, the technician will contact you to provide you with an estimated time of arrival.	Quarterly	60 min.	Included in maintenance cost	Remedy can be finalized during contract negotiations.
First Time Repair Rate	First time repair time will be mutually agreed upon by both parties.	Quarterly	91%	Included in maintenance cost	Per our Customer Satisfaction Guarantee, Océ commits to promptly repair any Océ equipment you purchase, rent or lease from us that fails to perform in accordance with its published specifications. This is contingent upon the equipment being continually covered under our maintenance agreement and the failure is not caused by accident, misuses or supplies not provided

Performance Standard	Measurement	Measurement Period	% Level	Service Price	Remedy/Additional Info.
					by us. You must also comply with the terms of your sales, rental, license, lease and service agreements, as applicable.
Help Desk - Average hold time	Average amount of time to hold when calling the Help Desk.	Quarterly	1 min. 32 sec.	Included in maintenance cost	Remedy can be finalized during contract negotiations.
Abandoned Call Rate	Percentage of calls that are abandoned on our Help Desk.	Quarterly	5%	Included in maintenance cost	Remedy can be finalized during contract negotiations.
Shipping Time - Equipment	For Production Equipment, our average equipment turnaround time between the receipt of a customer order and the arrival of the unit at the designated facility is 21-30 working days.	Quarterly	95%	Included in maintenance cost	Remedy can be finalized during contract negotiations.
Loaner/Replacement Equipment	Océ's Customer Satisfaction Guarantee and Maintenance Agreements will guide our Replacement policy (attached for your review). While the size of these units preclude the ability to provide temporary "like" units, should we be unable to restore your units back to service in a reasonable time, we will work with you on an alternative solution.	Quarterly	N/A	Included in maintenance cost	Remedy can be finalized during contract negotiations.

Performance Standard	Measurement	Measurement Period	% Level	Service Price	Remedy/Additional Info.
Uptime Guarantee – Continuous Feed Cut Sheet					<p>Total Quality Customer Satisfaction Guaranty Océ is committed to Total Customer Satisfaction by providing the highest quality products and services. We have demonstrated this commitment for equipment, technical service, logistics and system support. Consistent Quality and Total Customer Satisfaction are long term, ongoing commitments at Océ. The strength of these commitments is expressed in the following guarantee: If you are not satisfied with the performance of your Océ products, Océ in its sole discretion will repair or replace the product with a machine with equivalent capabilities. Prior to replacement, Océ shall have the opportunity to return the product to good working order in accordance with the terms of the Océ maintenance agreement.</p> <p>This guarantee, inclusive of Océ North America cut sheet printers, is applicable for a period of three</p>

Performance Standard	Measurement	Measurement Period	% Level	Service Price	Remedy/Additional Info.
					<p>(3) years from initial equipment delivery. The guarantee to repair and replace the equipment will apply during the term of your financing. It is not applicable to used equipment or to product damaged or destroyed due to negligence or circumstances beyond the control of Océ.</p>
					<p>Equipment Availability Plan for Continuous form printers (a) Definitions:</p> <p>“Downtime” is measured in hours by the elapsed time during which a unit of Equipment is not in Operable Condition. Downtime shall commence at the time a request for remedial maintenance service on a unit of Equipment is received by Océ’s Dispatch Center and shall end when the unit of Equipment is in Operable Condition.</p> <p>“Operable Condition” refers to the condition of a unit of Equipment when its performance is</p>

Performance Standard	Measurement	Measurement Period	% Level	Service Price	Remedy/Additional Info.
					<p>substantially in conformity with Océ's then current specifications.</p> <p>“Initial Period of Coverage” refers to any sixty (60) consecutive day cycle and shall be comprised of one thousand four hundred forty (1440) hours.</p> <p>“Subsequent Period of Coverage” refers to the applicable thirty (30) consecutive day cycle comprised of seven hundred twenty (720) hours following the Initial Period of Coverage.</p> <p>“Uptime Percentage” refers to the percentage figure obtained by subtracting Downtime resulting from any cause, except Excluded Causes, from the Initial or Subsequent Period of Coverage, as applicable, and dividing the remainder by the Initial or Subsequent Period of Coverage, as applicable.</p> <p>“Excluded Causes”: Downtime determined to be resulting from</p>

Performance Standard	Measurement	Measurement Period	% Level	Service Price	Remedy/Additional Info.
					<p>the following causes is excluded from the calculation of Uptime Percentage; (i) failure by Customer to maintain the Equipment Location environment in conformity with Océ's environmental specifications; (ii) modification of the Equipment or Software not performed by or authorized in writing by Océ; (iii) the use of consumables, paper and forms not in compliance with Océ's specifications; (iv) accident, abuse, vandalism or natural disaster, including the effects of wind, water, or lightning; (v) scheduled preventative maintenance; (vi) installation of Océ engineering changes, (vii) obtaining and installing SRA keys to engage/disengage features as requested by Customer (viii) failure of any pre or post processing equipment or servers, including any software installed therein, whether or not acquired by Customer from Océ or (ix) Customer induced problems.</p>

Performance Standard	Measurement	Measurement Period	% Level	Service Price	Remedy/Additional Info.
					<p>(b) Océ and Customer agree the following is Customer's sole and exclusive remedy for Océ's failure to maintain an Uptime Percentage of ninety-five (95%) during the applicable period.</p> <ol style="list-style-type: none"> 1. If a unit of Equipment fails to maintain an Uptime Percentage of ninety-five percent (95%) during an Initial Period of Coverage, Océ will issue Customer a credit equal to Ten percent (10%) of that unit of Equipment's Monthly Maintenance Charge. 2. If a unit of Equipment fails to maintain an Uptime Percentage of ninety-five percent (95%) during the Subsequent Period of Coverage, Océ will issue Customer a credit equal to twenty five percent (25%) of that unit of Equipment's Monthly Maintenance Charge. 3. If a unit of Equipment fails to maintain an Uptime Percentage of ninety-five percent (95%) during

Performance Standard	Measurement	Measurement Period	% Level	Service Price	Remedy/Additional Info.
					<p>the second Subsequent Period of Coverage, Océ will assign a field engineer to Customer's Equipment Location during normal working hours until that unit of Equipment is in Operable Condition for ten (10) consecutive days and Océ will issue Customer a credit equal to fifty percent (50%) of that unit of Equipment's Monthly Maintenance Charge.</p>

ATTACHMENT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:



Printed Name:

William H. Midgley Sr. Vice President of Administration & Logistics

Organization:

Océ North America, Inc.

Date:

7/27/10