

STATE TERM CONTRACT

THIS CONTRACT (the "Contract") is between the State of Ohio ("State"), through its Department of Administrative Services, General Services Division, at 4200 Surface Road, Columbus, Ohio, 43228 and Fairfax Imaging, Inc. ("Contractor"), with offices at 4200 A Technology Court, Chantilly, Virginia, 20151.

BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State may enter into a contract with the manufacturer provided that the manufacturer offers its products and ancillary services at the same prices that the manufacturer offers those products and services to the US Government under the GSA's Multiple Award Schedule program or SmartBuy program. Or if the manufacturer has no contract under the GSA's Multiple Award Schedule program or SmartBuy program, the State will accept the pricing the manufacturer offers to its distributors. Further, if the manufacturer has no GSA Multiple Award Schedule or SmartBuy contract and no distributors, the State may accept the prices that the manufacturer offers to its most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customers better support through dealers that have a local presence in a service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers.

However, if the Contractor is not the manufacturer of the products or services under this Contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor is an authorized dealer in the manufacturer's products or services. The letter also must assure the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract to meet the State's needs under the Contract during the initial term and any extensions. Further, the letter must identify each of the manufacturer's product and service that the Contractor will supply under this Contract. The letter also must contain an assurance of the availability through the dealer of repair services and spare parts for products covered by this Contract for five years from the date of purchase. It also must contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a perpetual license fee of less than \$10,000.00 per copy.) The dealer must submit the letter, signed by an authorized representative of the manufacturer, with the executed copies of this Contract.

This Contract establishes terms and conditions under which State agencies (including any board, instrumentality, commission, or other political body) and Ohio political subdivisions, such as counties, municipalities, and townships, may acquire the Contractor's products or services at the pricing identified below. This Contract, however, only permits such; it is not a requirements contract and does not obligate any State agency or political subdivision to acquire the Contractor's products or services.

TERMS AND CONDITIONS

1 - TERM

- 1.1 **TERM.** This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature, below. Unless this Contract is terminated or expires without renewal, it will remain in effect until the end of the State's current fiscal biennium, which is June 30, 2011. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

2 - PRICING AND PAYMENT

- 2.1 CERTIFICATION OF ACCURACY.** By checking one of the following three items, the Contractor certifies that the Contractor's prices under this Contract are:

The prices at which the Contractor currently offers each product and service to the US Government under the GSA's Multiple Award Schedule program;

The prices at which the Contractor currently offers each product and service to the US Government under the GSA's SmartBuy program; or

- X The best prices at which the Contractor has offered each product and service to its most favored customers within one year before the date the Contractor executed this Contract or adds the product or service to this Contract, whichever is later.

If the Contractor is offering prices based on its most favored customer prices, the Contractor represents that it does not have a GSA Multiple Award Schedule or SmartBuy contract.

If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor represents that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further certifies that the above representations will apply and be true with respect to all future pricing information submitted to revise this Contract.

- 2.2 PRICE ADJUSTMENTS.** If the Contractor has relied on its GSA Multiple Award Schedule pricing or its GSA SmartBuy pricing, the State will be entitled to any price decreases that the Contractor offers to the GSA for any of its products and services during the term of this Contract. The Contractor must notify the State of any reduction in its GSA Multiple Award Schedule or SmartBuy pricing within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

If the Contractor has relied on its best customer pricing, the State will be entitled to a price decrease any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors under Section 3.1 of this Contract sells a product or provides a service to any customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

The Contractor also must notify the State within 30 days of any general reduction in the price of any product or service covered by this Contract, even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State may ask to renegotiate the Contract price for the products and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, then on written notice to the Contractor, the State may immediately remove the affected products and services from this Contract.

- 2.3 PRICELIST.** The Contractor's pricelist for the products and services that the Contractor may provide to the State under this Contract is attached as Exhibit I. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called "Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, the Contractor may not charge the State greater prices for these Deliverables than the prices on the Exhibit I. If Exhibit I contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and services, and the prices for those products and services, those terms or conditions are excluded from this Contract and are of no effect. Exhibit I is identified as the following pricelist:

The Contractor will not sell to the State any notebook computers with less than a 1.60 GHz internal clock speed. Additionally, the Contractor will not sell to the State any PCs or servers using CPUs with less than a 3.0 GHz internal clock speed. Additionally, the Contractor will not sell to the State any term software licenses. And except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers, PDAs, and similar personal computing devices that the OEM does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's pricelist, they are deleted for purposes of this Contract.

2.4 Payment Due Date. Payments will be due on the 30th day after the later of:

- (a) The date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or
- (b) The date the State accepts the Deliverable.

The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the State has not issued payment by then, interest will begin to accrue under Ohio Revised Code (the "Code") § 126.30.

2.5 Invoice Requirements. The Contractor must submit an original invoice with three copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

- (a) Name and address of the Contractor as designated in this Contract;
- (b) The Contractor's federal tax identification number as designated in this Contract;
- (c) The Contractor's invoice remittance address as designated in this Contract;
- (d) The purchase order number authorizing the delivery of the Deliverables;
- (e) A description of the Deliverables, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Deliverables; and

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information. If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the next section), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a proper invoice and has accepted the Contractor's Deliverable.

2.6 OHIO PAYMENT CARD. Participating State agencies issuing orders under this Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget and Management ("OBM") has authorized the agency to exceed this limit. If OBM increases the dollar limit for payment cards for all State agencies, the State will post notice of that on its Procurement Website. Participating State agencies are required to use the Ohio Payment Card in accordance with OBM's current guidelines for the Ohio Payment Card and the agency's approved plan filed with the OBM. The Contractor may process a payment in the payment card network only upon delivery and acceptance of the applicable Deliverables. For partial deliveries or performance, the Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the ordering agency. Upon completion of the delivery of remaining Deliverables, the Contractor may process a payment request in the payment card network for the remainder of the order. The Contractor should receive payment through its merchant bank within the time agreed upon between the Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transactions, which the Contractor may not pass on to the State.

- 2.7 NON-APPROPRIATION OF FUNDS.** The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for any payments due hereunder, the order or orders under this Contract that are affected by the lack of funding will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments with respect to the affected order or orders.
- 2.8 OBM CERTIFICATION.** This Contract is subject to Code § 126.07. Any orders under this Contract are void until the Director of the OBM certifies that there is a balance in the appropriation available to pay for the order.
- 2.9 CONTROLLING BOARD AUTHORIZATION.** The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.
- 2.10 TRAVEL EXPENSES.** Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with OBM's travel policy in Rule126-1-02 of the Ohio Administrative Code (the "Administrative Code").
- 2.11 TAXES.** The State is exempt from all sales, use, excise, and property taxes and will not pay any such taxes. To the extent sales, use, excise, or any similar taxes are imposed on the Contractor in connection with any Deliverable, the Contractor must pay those taxes together with any interest and penalties not successfully disputed with the taxing authority.
- 2.12 OFFSET.** The State may set off any amounts the Contractor owes to the State under this or other contracts against any payments due from the State to the Contractor under this or any other contracts with the State.

3 - CONTRACT ADMINISTRATION

- 3.1 DEALERS AND DISTRIBUTORS.** The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for purchase orders and for payments, telephone number, and its federal tax identification number. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Deputy State Chief Information Officer, Office of Information Technology. In doing so, the Contractor warrants that:
- (a) The Contractor has provided the dealer with a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
 - (b) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
 - (c) The Contractor will remain liable under this Contract for the services of any dealer and will remedy any breach of the dealer under this Contract.
 - (d) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
 - (e) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created a certification program to Encourage Diversity Growth and

Equity (EDGE) in State contracting. State agencies are instructed to include in their procurements such participation, including through the use of State Term Schedule contracts that are either held by EDGE businesses or that offer the opportunity to work with EDGE dealers or distributors.

- 3.2 AUDITS.** During the term of this Contract and for three years after termination, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Deliverables and to the pricing representations that the Contractor has made to acquire this Contract. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Deliverable.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or the facilities where the Contractor substantially performed under this Contract. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records, along with any technology needed for accessing the records, to its office nearest Columbus, Ohio whenever the State or any entity with audit rights requests access to the records. The Contractor must do so within 15 days of receiving the State's written notice of its intent to audit the Contractor's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation or overcharge to the State, the State will be entitled to recover its damages, including the cost of the audit.

- 3.3 INSURANCE.** The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- a. Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- b. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Per Occurrence Limit
- \$ 1,000,000 Personal and Advertising Injury Limit
- \$ 100,000 Fire Legal Liability
- \$ 10,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- a. Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- b. Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

All certificates must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

- 3.4 CONTRACT COMPLIANCE.** Any State agency that uses this Contract will be responsible for the administration of this Contract with respect to the orders that it places and may monitor the Contractor's performance and compliance with this Contract. If an agency becomes aware of any

noncompliance with the terms of this Contract or the specifications of an order, the agency may document the noncompliance and give the Contractor written notice of the noncompliance for immediate correction. If the Contractor fails to cure the noncompliance, the agency may notify the State through the Department of Administrative Services, Office of State Purchasing, by executing a Complaint to Vendor form to help resolve the issue. Should the State determine that the form identifies an uncured breach of this Contract, the State may terminate this Contract and seek such other remedies as may be available to it.

- 3.5 POLITICAL SUBDIVISIONS.** Ohio political subdivisions, such as Ohio cities, counties, and townships ("Political Subdivisions"), may rely on this Contract. Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor must look solely to the Political Subdivision for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision, if the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.
- 3.6 RECALLS.** If a Deliverable is recalled, seized, or embargoed, or if the Contractor, a manufacturer, packer, processor, or regulatory body finds that a Deliverable has been misbranded, adulterated, or is unsafe, the Contractor must notify the State, through the Department of Administrative Services, Office of State Purchasing, as well as all agencies that have ordered the Deliverable, within ten business days after the Contractor learns of any of the above events. At the option of the State, the Contractor must either reimburse the State for the purchase price of each affected Deliverable or provide an equal or better replacement for each Deliverable at no additional cost to the State. The Contractor also must remove and replace all affected Deliverables within a reasonable time, as determined by the State. Further, at the option of the State, the Contractor may be required to reimburse the State for storage costs and handling fees, which the State may calculate from the time of delivery of each affected Deliverable to the Deliverable's actual removal. Furthermore, the Contractor must bear all costs associated with the removal and proper disposal of the affected Deliverables. The State will treat any failure to refund the purchase price or provide a suitable replacement within a reasonable time, not to exceed 30 days, as a default.
- 3.7 TERMINATION.** The State may terminate this Contract or any order under this Contract if the Contractor defaults in meeting its obligations and fails to timely cure its default. The State also may terminate this Contract or any order under it if a petition in bankruptcy is filed by or against the Contractor and not dismissed within 60 days. And the State may terminate this Contract or any order under it if the Contractor violates any law or regulation while performing under this Contract or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In all of the foregoing cases, the termination will be for cause.

On written notice, the Contractor will have 30 days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract, the applicable orders, or both immediately upon written notice to the Contractor. Some provisions of this Contract may provide for a shorter cure period than 30 days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract in the case of breaches that are cured within 30 days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations two times. After the second such notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three defaults do not have to relate to the same obligation or type of failure.

The State also may terminate this Contract or any order under this Contract for its convenience and without cause. And the State may terminate this Contract or any order under it if the Ohio General Assembly fails to appropriate funds for any order under this Contract. Further, if a third party is

providing funding for an order, the State also may terminate this Contract or any order under it should that third party fail to release any funds related to this Contract or an order under it.

Any notice of termination will be effective as soon as the Contractor receives it. On receipt of the notice of termination, the Contractor will immediately cease all work on any Deliverables affected by the termination and take all steps necessary to minimize any costs the Contractor will incur related to the affected orders. The Contractor also must immediately prepare a report and deliver it to the State. The report must detail all open orders at the time of termination.

If the State terminates this Contract or any order for cause, it will be entitled to cover for the affected orders by using another vendor or vendors on such commercially reasonable terms and conditions as it and the covering vendors may agree. The Contractor will be liable to the State for all costs related to covering for the affected orders to the extent that such costs exceed the costs that the State would have incurred under this Contract for those orders. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other event leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount the State determines that it owes the Contractor.

3.8 EXCUSABLE DELAY. Neither party will be liable for any delay in its performance under this Contract that arises from causes beyond its reasonable control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. For any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it then is taking or will take to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the party has not taken commercially reasonable steps to mitigate or avoid the delay.

3.9 INDEPENDENT STATUS. The parties will be acting as independent entities. The partners, employees, officers, directors, and agents of one party may only act in the capacity of representatives of that party and not as employees, officers, directors, or agents of the other party and will not be deemed as such for any purpose. Each party assumes full responsibility for the actions of its partners, employees, officers, directors, and agents while performing under this Contract and will be solely responsible for paying those people. Additionally, each party will be solely responsible for withholding and paying social security and income taxes, making workers' compensation contributions, paying disability benefits, and providing fringe benefits, if any, for its partners, employees, officers, directors, and agents, and neither party may legally bind the other party in any manner.

3.10 LOCATION OF SERVICES AND DATA. As part of this Contract, the Contractor must disclose the following:

- (a) All locations where any services will be performed;
- (b) All locations where any State data applicable to the Contract will be maintained or made available; and
- (c) The principal place of business for the Contractor and all its subcontractors.

The Contractor may not change any location where any services are performed to a location outside the country of the original location or change any location where the data is maintained or made available to any other location outside the country of the original location without prior written approval of the State, which the State will not be obligated to provide.

4 - DELIVERY AND ACCEPTANCE

4.1 ACCEPTANCE. The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to 30 days after installation to do this. The State will not issue a formal letter of acceptance, and passage of 30 days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverables does not meet the warranties in this Contract.

If the State issues a noncompliance letter, the Contractor will have 30 days to correct the problems listed in the letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30-day period, the State will issue the acceptance letter within 15 days after all defects have been fixed.

4.2 TITLE. Title to any Deliverable will pass to the State only on acceptance of the Deliverable, and all risk of loss will remain with the Contractor until title to the Deliverable passes to the State.

4.3 DELIVERIES. The Contractor must make all deliveries F.O.B. destination.

5 - INTELLECTUAL PROPERTY

5.1 COMMERCIAL MATERIAL. As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily susceptible to copying through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, source code, and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in an Exhibit to this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the following, perpetual rights, subject to the next paragraph. The State may:

- (1) Use and copy the Commercial Software for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Use or copy the Commercial Software for use with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduce the Commercial Software for archival, image management, and backup purposes;
- (4) Modify, adapt, and combine the Commercial Software with other computer software, provided that the modified, combined, and adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use;
- (5) Disclose to and reproduce the Commercial Software for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
- (6) Use or copy the Commercial Software for use with a replacement computer.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description, which must be incorporated as part of Exhibit I. If the Contractor provides greater license rights in an item included in Exhibit I to its general customer base for the Software's list price, those additional license rights also will be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use, if the use is other than a CPU license.

The State will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract, if the Commercial Software is clearly and conspicuously labeled as confidential or secret.

5.2 CUSTOM DELIVERABLES. All custom work done by the Contractor and covered by this Contract will belong to the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice that Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

5.3 CONFIDENTIALITY. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If any Deliverables contain data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- (1) Was already in the possession of the Receiving Party without an obligation of confidence;
- (2) Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- (3) Except as provided in the next paragraph, is or becomes publicly available without a breach of this Contract;
- (4) Is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- 5) Is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- (6) Is released under a valid order of a court or governmental agency, provided that the Receiving Party:
 - (a) Notifies the Disclosing Party of the order immediately upon receipt of it; and

- (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. However, provision does not diminish or alter any right to claim and recover damages.

- 5.4 USE OF NAME.** The Contractor may not publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing. The State has no obligation to agree to any such advertising, publicity, sales, or marketing activities.

6 – TRANSACTION REPORTING

- 6.1 Contractor's SALES REPORT.** The Contractor must report the quarterly dollar value (in US currency rounded to the nearest whole dollar) of the sales under this Contract each calendar quarter (i.e., January-March, April-June, July-September and October-December). The dollar value of the sales reported must equal the price paid by all State agencies and Political Subdivisions for Deliverables under this Contract during the reporting period.

The Contractor must report the quarterly dollar value of sales to the State via the Internet using the Web form at the Department of Administrative Services, OIT vendor portal, <https://cm.ohio.gov>. If no sales occur, the Contractor must show zero sales on the report. The report must be submitted 30 days after the completion of the reporting period.

The Contractor also must submit a closeout report within 120 days after the expiration of this Contract. The Contract expires on the physical completion of the last, outstanding task or delivery order of the Contract. The closeout report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all Contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero sales in the closeout report.

If the Contractor fails to submit any sales report in a timely manner or falsifies any sales report, the State may terminate this Contract for cause.

- 6.2 Contractor's REVENUE SHARE.** The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on Exhibit I and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Department of Administrative Services, Office of State Purchasing. The Contractor also must pay the revenue share by check. To ensure the payment

is credited properly, the Contractor must identify the check as a "Revenue Share" and include the applicable State Term Contract Number, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", and forward it to the following address:

Department of Administrative Services
Office of Finance
30 East Broad Street, Suite 4060
Columbus, Ohio 43215 – 3414

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

7 - WARRANTIES AND LIABILITIES

7.1 WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor and all Deliverables under this Contract will:

- (a) Be in accordance with the sound professional standards and the requirements of this Contract and without any material defects;
- (b) Not infringe on the intellectual property rights of any third party;
- (c) Be the work solely of the Contractor, unless otherwise provided in this Contract; and
- (d) Be merchantable and fit for the particular purpose for which the Deliverables were acquired.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

- (a) The Contractor has the right to enter into this Contract;
- (b) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract;
- (c) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control;
- (d) The Contractor has good and marketable title to any products delivered under this Contract and in which title passes to the State; and
- (e) The Contractor has the right and ability to grant the license provided in any Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed, not to exceed 30 days, or refund the amount of the compensation paid for the Deliverable. The Contractor also must indemnify the State for any direct damages and any claims by third parties based on any breach of these warranties.

7.2 SOFTWARE WARRANTY. If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for one year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:

- (a) The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation;
- (b) The software will be free of material defects;
- (c) The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code;
- (d) The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
- (e) The software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

- (a) Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
- (b) Supply technical bulletins and updated user guides;
- (c) Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code;
- (d) Correct or replace the software and remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
- (e) Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$10,000.00 per license or per copy, the warranty period will be the longer of one year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$10,000.00 per license or per copy, the warranty period will be the longer of three months after acceptance or the licensor's standard warranty period. For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation must provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The Contractor must provide the source code in the language in which it was written and must include such commentary or annotations as would allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

7.3 EQUIPMENT WARRANTY. If any computer hardware or other type of electrical equipment ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that the State modifies or damages after title passes to it. The warranty period for all Equipment will be the longer of one year after the State accepts the Equipment or the Contractor's standard warranty period.

If any Equipment does not meet the above warranties during the applicable warranty period, the Contractor must fix the nonconforming Equipment so it performs substantially in accordance with its user manuals, technical materials, and related publications, replace the Equipment, or grant the State a refund equal to the amount it paid for the Equipment. The Contractor must either fix or replace the Equipment or refund the purchase price to the State with all due speed, not to exceed seven days in the case of a fix or a replacement or 30 days in the case of a refund. The Contractor will be responsible for all shipping costs associate with fixing, replacing, or returning any defective equipment.

7.4 INDEMNITY. The Contractor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of its performance under this Contract, provided such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The

Contractor also must indemnify the State against any claim of infringement of a copyright, patent, trade secret, or other intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement is based on the modification. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following four things:

- (a) Modify the Deliverable so that it is no longer infringing;
- (b) Replace the Deliverable with an equivalent or better item;
- (c) Acquire the right for the State to use the Deliverable as it was intended for the State to use under this Contract; or
- (d) Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

7.5 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT OR ANYTHING INCORPORATED BY REFERENCE INTO THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- (a) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) THE CONTRACTOR WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT.

8 - MAINTENANCE

8.1 SOFTWARE MAINTENANCE. If this Contract involves any custom software as a Deliverable, then during the warranty period, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable time, provided the State notifies the Contractor, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, the Contractor must respond to requests for resolution within four business hours and begin working on a proper solution within one business day, dedicating the resources of one qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor must respond within two business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$10,000.00 per copy or license, the Contractor must provide maintenance during the warranty period at no cost to the State. At a minimum, that maintenance must be the standard maintenance program that the licensor, whether the Contractor or a third party, normally provides to its client base. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.

Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the software for at least five years after the warranty period. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one of the following things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining any copies of the software for which the State has a proper license. The State will treat the source code as Confidential Information under the

Confidentiality Section of this Contract. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the Contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$10,000.00 per copy or license, the Contractor must provide the same maintenance and user assistance during the warranty period at no additional cost to the State as the Contractor or the third-party licensor makes generally available at no additional charge to its other customers.

8.2 SOFTWARE UPGRADES. After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform for the Commercial Software. When the Contractor or third-party licensor make the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:

- (a) The Contractor's (or third party licensor's) standard upgrade or migration fee;
- (b) The upgrade or migration fee in Exhibit I; or
- (c) The difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire.

The foregoing will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$10,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee on which such are made available to other most favored customers or dealers, as appropriate.

8.3 EQUIPMENT MAINTENANCE. If this Contract involves computer or telecommunications hardware or other mechanical or electrical equipment ("Equipment") as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor must provide maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all fault isolation and problem determination attributed to the Equipment. The following services are outside the scope of this Contract:

- (a) Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
- (b) Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (If such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;
- (c) Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
- (d) Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;
- (e) Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

8.4 EQUIPMENT MAINTENANCE STANDARDS. Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

8.5 EQUIPMENT MAINTENANCE CONTINUITY. If the Contractor is unable to provide Equipment maintenance to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. The State will also be entitled to the following items from the Contractor:

- (a) All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals, and system and unit schematics, with all changes noted;
- (b) A listing of suppliers capable of supplying necessary spare parts;
- (c) Adequate information to permit the State to have spare parts manufactured elsewhere; and
- (d) A listing of spare parts and their recommended replacement schedule to enable the State to create a centralized inventory of spare parts.

The State will treat as Confidential Information in accordance with the Confidentiality Section of this Contract any information in items (a) through (d) above that the Contractor rightfully identifies in writing as confidential. And when disclosure to a third-party is necessary for the State to continue the maintenance, the State will require any third-party to whom disclosure is made to agree to hold the Confidential Information in confidence and to make no further disclosure of it. Further, the State agrees that any such Confidential Information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed when such use is no longer needed.

8.6 PRINCIPAL PERIOD OF MAINTENANCE (GENERAL). Software and Equipment maintenance must be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be billable and must be included in the price of the maintenance.

8.7 MAINTENANCE ACCESS (GENERAL). For all Software and Equipment maintenance under this Contract, the State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires a Deliverable to be inoperable must be performed outside the State's customary working hours, except when the Deliverable is already inoperable. Preventative or scheduled maintenance must be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

9 - ASSIGNMENT AND SUBCONTRACTING

9.1 ASSIGNMENT. The Contractor may not assign this Contract without the written consent of the State, which the State will not be obligated to provide.

9.2 SUBCONTRACTING. The State recognizes that it may be necessary for the Contractor to use subcontractors to perform portions of the work under this Contract. In those circumstances, before the Contractor engages any such subcontractor, the Contractor must submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes to that list occur during the term of the Contract, the Contractor must immediately provide the State an updated list of subcontractors or joint venture business partners. In addition, all subcontractors and joint venture business partners must agree in writing to be bound by all of the terms and conditions of this Contract and any specifications of any order under this Contract for which they perform work. The State may reject any subcontractor submitted by the Contractor.

10 – CONSTRUCTION

- 10.1 HEADINGS.** The headings used in this Contract are for convenience only and may not be used in interpreting this Contract.
- 10.2 ENTIRE DOCUMENT.** This Contract, which includes the Contractor's pricelist attached as Exhibit I and all documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous agreements, whether oral or written.
- 10.3 BINDING EFFECT.** This Contract will be binding on and benefit the respective successors and assigns of the State and the Contractor.
- 10.4 AMENDMENTS – WAIVER.** No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms or conditions of this Contract may not be construed as a waiver of any those terms or conditions, and either party may at any time demand strict and complete performance by the other party.
- 10.5 SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Contract to be unenforceable, the remaining provisions of this Contract will remain in full force and affect.
- 10.6 CONSTRUCTION.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 10.7 NOTICES.** For any notice under this Contract to be effective, the noticing party must make it in writing and sent it to the address of the other party first appearing above, unless that party has notified the other party, in writing and in accordance with the provisions of this section, of a new mailing address for the receipt of notices. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.
- 10.8 CONTINUING OBLIGATIONS.** Any terms, conditions, representations, or warranties contained in this Contract that must survive termination or expiration of this Contract to be fully effective will survive the termination or expiration of the Contract. Additionally, termination or expiration of this Contract will not affect the State's right to continue to use any Deliverable for which it has paid, including licensed material. And no termination or expiration of the Contract will affect the State's right to receive maintenance, warranty work, or other services for which the State has paid.
- 10.9 PRIORITY.** If there is any inconsistency or conflict between this document and any provision of anything incorporated by reference, this document will prevail.
- 10.10 DAYS.** When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.

11 - LAW AND COURTS

- 11.1 EEO.** The Contractor must comply with all Ohio laws regarding equal employment opportunity, including among others Code § 125.111, as well as all related Executive Orders of the Governor of Ohio.
- 11.2 DRUG FREE WORKPLACE.** The Contractor must comply with all Ohio laws regarding maintaining a drug-free workplace and make a good faith effort to ensure that all its employees do not possess and are not under influence of illegal drugs or alcohol or abuse prescription drugs while working on State property.
- 11.3 OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. In accordance with Executive Order 2007-01S, the Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself,

grounds for termination of this Contract and may result in the loss of other contracts or grants with the State. The Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

11.4 SECURITY & SAFETY RULES. When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

11.5 LAW AND VENUE. This Contract is governed by and will be construed under Ohio law, and venue for all disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

11.6 UNRESOLVED FINDINGS. The Contractor represents that it is not subject to an unresolved finding for recovery under Code § 9.24. If this warranty proves false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal or extension will be void.

11.7 TERROR DECLARATION. In accordance with R.C. 2909.33(C), Contractor certifies that it meets one of the following conditions:

(a) Contractor has **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;
or

(b) (1) Contractor has received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.
and,

(2) Contractor has either precertified with the Office of Budget and Management, or has completed the attached Declaration of Material Assistance form certifying that Contractor has not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

11.7 ANTITRUST. The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.

To SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

CONTRACTOR
FAIRFAX IMAGING, INC.

STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF STATE PURCHASING

BY: James J. Everett
JAMES J. EVERETT
VICE PRESIDENT

BY: Hugh Quill
HUGH QUILL, DIRECTOR,
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE: JUNE 22, 2009

DATE: 6/26/09

Exhibit I

Product Name	Manufacturer	Manufacturer Part No	Vendor Part No	Description	Unit of Measure	Unit Price	List Price	Other Info	Maintenance Price Annual (M-F 8 to 5)	Maintenance Price Annual (M-F 6 am to 10 pm)
Project Management	Fairfax Imaging	2009-Project Management	2009-Project Management	Project Management (6/1/2009-5/31/2010)	hr	\$ 160.00	\$ 160.00	JOB DESCRIPTION: To plan, implement and manage projects having corporate impact; perform related work. SKILLS: Strong project management and organizational skills, excellent client management skills and well versed in Microsoft excel and project. Capable to manage to a plan in a complex dynamic fast paced environment and has a background in IT infrastructure projects. Possess excellent written and oral communication as well as sound business reasoning, analytical and critical thinking skills.		
System Programmer	Fairfax Imaging	2009-System Programmer	2009-System Programmer	System Programmer (6/1/2009-5/31/2010)	hr	\$ 150.00	\$ 150.00	JOB DESCRIPTION: Implements enhancements to improve the availability and functionality of computing services, system hardware, and software components (network, online, data management, interactive, security, and operating system) that reside on centralized and distributed computing environments. Codes modifications to system.		
Application Programmer	Fairfax Imaging	2009-Application Programmer	2009-Application Programmer	Application Programmer (6/1/2009-5/31/2010)	hr	\$ 150.00	\$ 150.00	JOB DESCRIPTION: Designs and develops new service delivery application configurations and software components to improve the quality and functionality of Fairfax Imaging systems. Creates project plans, performs cross-system problem analysis and provides resolutions. Provides review, critiques, and advice on the technical activities of project application development; or works independently to resolve complex or unique technical problems or application requirements. SKILLS: Thorough knowledge of programming development. Possess knowledge of hardware and software, workstations, and multiple operating systems. Able to use software and hardware analysis tools and adhere to computing standards. Well-developed interpersonal, communication, and		
System Analyst/Integration Services	Fairfax Imaging	2009-System Analyst/Integration Services	2009-System Analyst/Integration Services	Systems Analyst/Integration Services (6/1/2009-5/31/2010)	hr	\$ 150.00	\$ 150.00	JOB DESCRIPTION: Design and integration of new technologies into new and existing systems, including the transition and migration of corporate systems of clients to Fairfax Imaging systems. The isolation and resolution of complex hardware and software problems involving the application, the operating system, the hardware, the communications infrastructure, or any combination thereof. SKILLS: Configuration Management, Troubleshooting, Applications Knowledge		
Trainer	Fairfax Imaging	2009-Trainer	2009-Trainer	Trainer (6/1/2009-5/31/2010)	hr	\$ 150.00	\$ 150.00	JOB DESCRIPTION: Develop training curriculum for all phases of a project; implement training process and provide direct customer training to selected individuals in order to maintain and operate the system. SKILLS: Configuration Management, Troubleshooting, Applications Knowledge, Excellent presentation skills, student interaction, written as well as verbal communication.		

Product Name	Manufacturer	Vendor Part No	Description	Unit of Measure	State Price	List Price	Maintenance Price Annual (M-F 8 to 5)	Maintenance Price Annual (M-F 6 am to 10 pm)
Quick Scan	Fairfax Imaging	1	software	Qty of 1	\$ 8,700	\$ 8,700	\$ 1,566	\$ 1,914
Quick Fax (4 Channels)	Fairfax Imaging	2	software	Qty of 1	\$ 8,700	\$ 8,700	\$ 1,566	\$ 1,914
Quick XML Input	Fairfax Imaging	3	software	Qty of 1	\$ 8,700	\$ 8,700	\$ 1,566	\$ 1,914
Quick Enhance	Fairfax Imaging	4	software	Qty of 1	\$ 17,500	\$ 17,500	\$ 3,150	\$ 3,850
Quick Capture	Fairfax Imaging	5	software	Qty of 1	\$ 17,500	\$ 17,500	\$ 3,150	\$ 3,850
Quick Key	Fairfax Imaging	6	software	Qty of 1	\$ 1,950	\$ 1,950	\$ 351	\$ 429
Quick Control	Fairfax Imaging	7	software	Qty of 1	\$ 8,700	\$ 8,700	\$ 1,566	\$ 1,914
Quick Balance	Fairfax Imaging	8	software	Qty of 1	\$ 3,500	\$ 3,500	\$ 630	\$ 770
Quick Encode	Fairfax Imaging	9	software	Qty of 1	\$ 8,700	\$ 8,700	\$ 1,566	\$ 1,914
Quick Fill	Fairfax Imaging	10	software	Qty of 1	\$ 7,000	\$ 7,000	\$ 1,260	\$ 1,540
Quick Review	Fairfax Imaging	11	software	Qty of 1	\$ 8,700	\$ 8,700	\$ 1,566	\$ 1,914
Quick Output	Fairfax Imaging	12	software	Qty of 1	\$ 7,000	\$ 7,000	\$ 1,260	\$ 1,540
Quick Config	Fairfax Imaging	13	software	Qty of 1	\$ 13,500	\$ 13,500	\$ 2,430	\$ 2,970
Quick Supervisor	Fairfax Imaging	14	software	Qty of 1	\$ 4,000	\$ 4,000	\$ 720	\$ 880
Quick Monitor	Fairfax Imaging	15	software	Qty of 1	\$ 2,875	\$ 2,875	\$ 518	\$ 633
Quick Web Retrieve (non Web-Based)	Fairfax Imaging	16	software	Qty of 1	\$ 2,875	\$ 2,875	\$ 518	\$ 633
Quick Web Retrieve (Web-Based Server)	Fairfax Imaging	17	software	Qty of 1	\$ 17,250	\$ 17,250	\$ 3,105	\$ 3,795
Quick Web Retrieve (Web-Based Client)	Fairfax Imaging	18	software	Qty of 1	\$ 800	\$ 800	\$ 144	\$ 176
Quick Archive	Fairfax Imaging	19	software	Qty of 1	\$ 4,000	\$ 4,000	\$ 720	\$ 880
Quick Forge	Fairfax Imaging	20	software	Qty of 1	\$ 4,000	\$ 4,000	\$ 720	\$ 880
Quick Deposit	Fairfax Imaging	21	software	Qty of 1	\$ 4,000	\$ 4,000	\$ 720	\$ 880
Quick Reports	Fairfax Imaging	22	software	Qty of 1	\$ 9,500	\$ 9,500	\$ 1,710	\$ 2,090
Quick Research	Fairfax Imaging	23	software	Qty of 1	\$ 12,700	\$ 12,700	\$ 2,286	\$ 2,794
Quick Workflow Server	Fairfax Imaging	24	software	Qty of 1	\$ 17,250	\$ 17,250	\$ 3,105	\$ 3,795
Quick Workflow (per client)	Fairfax Imaging	25	software	Qty of 1	\$ 575	\$ 575	\$ 104	\$ 127
Token View	Fairfax Imaging	26	software	Qty of 1	\$ 1,000	\$ 1,000	\$ 180	\$ 220
Quick Check 21 File Generator Module	Fairfax Imaging	27	software	Qty of 1	\$ 17,250	\$ 17,250	\$ 3,105	\$ 3,795
Quick Check 21 Communicator Module	Fairfax Imaging	28	software	Qty of 1	\$ 17,250	\$ 17,250	\$ 3,105	\$ 3,795
Quick Check 21 Deposit Monitor Reports	Fairfax Imaging	29	software	Qty of 1	\$ 23,000	\$ 23,000	\$ 4,140	\$ 5,060
Quick Check 21 Deposit Monitor Client	Fairfax Imaging	30	software	Qty of 1	\$ 2,875	\$ 2,875	\$ 518	\$ 633
Mitek Dongle for Quick Config (forms only)	Fairfax Imaging	31	software	Qty of 1	\$ 4,000	\$ 4,000	\$ 720	\$ 880
Turbo Retrieve	Fairfax Imaging	33	software	Qty of 1	\$ 2,000	\$ 2,000	\$ 360	\$ 440
Turbo Comment	Fairfax Imaging	33	software	Qty of 1	\$ 2,000	\$ 2,000	\$ 360	\$ 440
Turbo Refund	Fairfax Imaging	34	software	Qty of 1	\$ 2,000	\$ 2,000	\$ 360	\$ 440
Quick Output - Mainframe	Fairfax Imaging	35	software	Qty of 1	\$ 6,000	\$ 6,000	\$ 1,080	\$ 1,320
Token Merge	Fairfax Imaging	36	software	Qty of 1	\$ 36,000	\$ 36,000	\$ 6,480	\$ 7,920
Error Reject Code Viewer	Fairfax Imaging	37	software	Qty of 1	\$ 24,000	\$ 24,000	\$ 4,320	\$ 5,280
Quick Test System without Check 21	Fairfax Imaging	38	software	Qty of 1	\$ 28,750	\$ 28,750	\$ 5,175	\$ 6,325
Quick Test System with Check 21	Fairfax Imaging	39	software	Qty of 1	\$ 34,500	\$ 34,500	\$ 6,210	\$ 7,590

Product Name	Manufacturer	Vendor Part No	Description	Unit of Measure	State Price	List Price	Maintenance Price Annual (M-F 8 to 5)	Maintenance Price Annual (M-F 6 am to 10 pm)
NCR MTTR Ribbon (8/Box)	Fairfax Imaging	182423	remittance - supplies and consumable items	Qty of 1	\$ 430	\$ 430		
NCR 7780 Black Endorser Ribbons (6/Box)	Fairfax Imaging	199076	remittance - supplies and consumable items	Qty of 1	\$ 261	\$ 261		
NCR 7780 Purple Endorser Ribbons (6/Box)	Fairfax Imaging	199089	remittance - supplies and consumable items	Qty of 1	\$ 261	\$ 261		
NCR Stamp Ink/Purple (Each)	Fairfax Imaging	166232	remittance - supplies and consumable items	Qty of 1	\$ 11	\$ 11		
NCR Stamp Ink/Black (Each)	Fairfax Imaging	199348	remittance - supplies and consumable items	Qty of 1	\$ 11	\$ 11		
NCR 7780 Mylar Pocket Springs (20/PK)	Fairfax Imaging	112066	remittance - supplies and consumable items	Qty of 1	\$ 29	\$ 29		
NCR 7780 Wipers- Green (4/PK)	Fairfax Imaging	112082	remittance - supplies and consumable items	Qty of 1	\$ 56	\$ 56		
NCR 7780 Wipers- White (4/PK)	Fairfax Imaging	112095	remittance - supplies and consumable items	Qty of 1	\$ 56	\$ 56		
NCR 7780 Wipers - Red (4/PK)	Fairfax Imaging	112309	remittance - supplies and consumable items	Qty of 1	\$ 69	\$ 69		
NCR 7780 Advance Tire (6/CT)	Fairfax Imaging	112464	remittance - supplies and consumable items	Qty of 1	\$ 145	\$ 145		
NCR 7780 Hopper Feed Belt (5/PK)	Fairfax Imaging	112150	remittance - supplies and consumable items	Qty of 1	\$ 91	\$ 91		
NCR 7780 Cleaning Tissue - dry (50/CT)	Fairfax Imaging	523406	remittance - supplies and consumable items	Qty of 1	\$ 29	\$ 29		
NCR 7780 Cleaning Tissue - wet (50/CT)	Fairfax Imaging	523419	remittance - supplies and consumable items	Qty of 1	\$ 36	\$ 36		
NCR 7780 Cleaning Swab (10/CT)	Fairfax Imaging	523396	remittance - supplies and consumable items	Qty of 1	\$ 15	\$ 15		
NCR 7780 Image Lift Bulb (Each)	Fairfax Imaging	532646	remittance - supplies and consumable items	Qty of 1	\$ 27	\$ 27		
Correction Labels - Amount Field (1000/Box)	Fairfax Imaging	520072	remittance - supplies and consumable items	Qty of 1	\$ 20	\$ 20		
NCR 7780 Cleaning Tube Set (100/CT)	Fairfax Imaging	523545	remittance - supplies and consumable items	Qty of 1	\$ 14	\$ 14		
NCR 7780 ILM Foam Swabs (25/PK)	Fairfax Imaging	532484	remittance - supplies and consumable items	Qty of 1	\$ 16	\$ 16		
Canned Air (Each)	Fairfax Imaging	526487	remittance - supplies and consumable items	Qty of 1	\$ 15	\$ 15		
NCR 7780 Lint Free Wipes (300/CT)	Fairfax Imaging	111915	remittance - supplies and consumable items	Qty of 1	\$ 91	\$ 91		
NCR Cleaning Card (100/CT)	Fairfax Imaging	195339	remittance - supplies and consumable items	Qty of 1	\$ 175	\$ 175		
NCR 7780/Tran InkJet/Purge Cards (100/CT)	Fairfax Imaging	198019	remittance - supplies and consumable items	Qty of 1	\$ 213	\$ 213		
Bank Stamp (Each)	Fairfax Imaging	950613	remittance - supplies and consumable items	Qty of 1	\$ 129	\$ 129		

Product Name	Manufacturer	Vendor Part No	Description	Unit of Measure	State Price	List Price	Maintenance Price Annual (M-F 8 to 5)	Maintenance Price Annual (M-F 6 am to 10 pm)
ITIII, Single Pocket w/Runout BC/IJP/F&R Camera	IBML	603-00001	scanner	Qty of 1	\$ 110,000	\$ 110,000	\$ 1,375	
ITIII, Dual Pocket w/Runout BC/IJP/F&R Camera	IBML	603-00002	scanner	Qty of 1	\$ 120,000	\$ 120,000	\$ 1,500	
ITIII, 30/45 IPS @ 300/200 DPI, Decision Frame with 3 Pockets	IBML	603-00003	scanner	Qty of 1	\$ 149,000	\$ 149,000	\$ 1,862	
ITIII, 30/45 IPS @ 300/200 DPI, Decision Frame with 2 Pockets	IBML	603-00004	scanner	Qty of 1	\$ 139,000	\$ 139,000	\$ 1,737	
ITIII, 30/45 IPS @ 300/200 DPI, Rear Camera Frame w/2 Pockets	IBML	603-00005	scanner	Qty of 1	\$ 120,000	\$ 120,000	\$ 1,375	
ITIII, 30/45 IPS @ 300/200 DPI, Rear Camera Frame w/1 Pocket	IBML	603-00006	scanner	Qty of 1	\$ 110,000	\$ 110,000	\$ 1,375	
Frame, 3 Pocket Add-On, IT3	IBML	203-00029	scanner	Qty of 1	\$ 35,500	\$ 35,500	\$ 443	
ImageTrac III, Patchcode Reader	IBML	203-00003	scanner	Qty of 1	\$ 3,995	\$ 3,995	\$ 49	
ImageTrac III, E13B MICR Read	IBML	203-00004	scanner	Qty of 1	\$ 11,000	\$ 11,000	\$ 137	
ImageTrac III, E13B MICR Read, Top Side Option	IBML	203-00023	scanner	Qty of 1	\$ 11,000	\$ 11,000	\$ 137	
ITIV	IBML	800-00039	scanner	Qty of 1	\$ 3,600	\$ 3,600	\$ 45	
Post IJP, Single Head, IT3	IBML	203-00020	scanner	Qty of 1	\$ 6,950	\$ 6,950	\$ 86	
ImageTrac III, Offline Barcode Decoding Software ID & 2D	IBML	203-00005	scanner	Qty of 1	\$ 8,750	\$ 8,750	\$ 109	
ICR for ImageTrac III, Single Camera - Max. 10 Fields	IBML	203-00008	scanner	Qty of 1	\$ 19,500	\$ 19,500	\$ 243	
ICR for ImageTrac III, Dual Camera - Max. 10 Fields	IBML	203-00009	scanner	Qty of 1	\$ 39,000	\$ 39,000	\$ 487	
SoftTrac Scanner License and Development Tools	IBML	200-00026	scanner	Qty of 1	\$ 29,500	\$ 29,500	\$ 313	
SoftTrac "Lite" Single Scanner Software License	IBML	200-00107	scanner	Qty of 1	\$ 15,000	\$ 15,000	\$ 187	
SoftTrac IT3 with Development Tools	IBML	200-0026-03	scanner	Qty of 1	\$ 34,500	\$ 34,500	\$ 431	
ExportTrac Software License	IBML	200-00114	scanner	Qty of 1	\$ 9,500	\$ 9,500	\$ 118	
SoftTrac IT-3, Advanced Version	IBML	200-00117	scanner	Qty of 1	\$ 24,500	\$ 24,500	\$ 362	
ImageTrac III, DocNetics, ChecksAll, Dual Camera	IBML	203-00019-02	scanner	Qty of 1	\$ 7,500	\$ 7,500	\$ 50	
ImageTrac III, DocNetics, Barcode	IBML	203-00025	scanner	Qty of 1	\$ 9,500	\$ 9,500	\$ 118	
ImageTrac III, DocNetics, DocType	IBML	203-00028	scanner	Qty of 1	\$ 14,500	\$ 14,500	\$ 181	
ImageTrac 3e-Lite, 1 Pocket w/Runout, includes:	IBML	603-00301-110	scanner	Qty of 1	\$ 120,095	\$ 120,095	\$ 1,381	
Ultrasonic Doubles Detection	IBML		scanner	Qty of 1				
HW Barcode Reader	IBML		scanner	Qty of 1				
Pre-Image IJP	IBML		scanner	Qty of 1				
Dynamic TIFF	IBML		scanner	Qty of 1				
SoftTrac IT3, Standard Version	IBML	200-00107	scanner	Qty of 1				
2 Application Job Development of up to 40 hours	IBML	500-0013	scanner	Qty of 1				
Installation	IBML	501-00007	scanner	Qty of 1				
ImageTrac 3e-Lite, RP Edition, 2 Pockets w/Runout, includes:	IBML	603-00300	scanner	Qty of 1	\$ 135,595	\$ 135,595	\$ 1,575	
Ultrasonic Doubles Detection	IBML		scanner	Qty of 1				
HW Barcode Reader	IBML		scanner	Qty of 1				
Pre-Image IJP	IBML		scanner	Qty of 1				
Dynamic TIFF	IBML		scanner	Qty of 1				
SoftTrac IT3, Advanced Version	IBML	200-00117	scanner	Qty of 1				
2 Application Job Development of up to 40 hours	IBML	500-00013	scanner	Qty of 1				
Installation	IBML	501-00007	scanner	Qty of 1				

Product Name	Manufacturer	Vendor Part No	Description	Unit of Measure	State Price	List Price	Maintenance Price Annual (M-F 8 to 5)	Maintenance Price Annual (M-F 6 am to 10 pm)
Data and Image Retention Utility	IBML	200-00120	software	Qty of 1	\$ 1,500	\$ 1,500	\$ 19	
Offline ExportTrac Software License, LV (lite version)	IBML	203-00122	software	Qty of 1	\$ 5,000	\$ 5,000	\$ 62	
ImageTrac 3e, Single Pocket w/Run-Out	IBML	603-00100	scanner	Qty of 1	\$ 101,050	\$ 101,050	\$ 1,263	
ImageTrac 3e, Two Pocket w/Run-Out	IBML	603-00101	scanner	Qty of 1	\$ 111,050	\$ 111,050	\$ 1,388	
ImageTrac 3e, Check Pocket & Std Pocket w/Run-Out	IBML	603-00102	scanner	Qty of 1	\$ 120,000	\$ 120,000	\$ 1,500	
ImageTrac 3ex, Two Pockets	IBML	603-00200	scanner	Qty of 1	\$ 130,050	\$ 130,050	\$ 1,625	
ImageTrac 3ex, Three Pockets	IBML	603-00201	scanner	Qty of 1	\$ 140,050	\$ 140,050	\$ 1,750	
ImageTrac 3ex, Two Long Document Pockets w/Run-Out	IBML	603-00202	scanner	Qty of 1	\$ 135,030	\$ 135,030	\$ 1,688	
ImageTrac 3ex, Check Pocket & Standard Pocket w/Run-Out	IBML	603-00203	scanner	Qty of 1	\$ 130,050	\$ 130,050	\$ 1,625	
IT3ex, Sort Pocket Add On Frame, 3 Pockets	IBML	203-00102	scanner	Qty of 1	\$ 35,500	\$ 35,500	\$ 443	
IT3ex, Add-On Decision Frame, 3 Modules	IBML	203-00103	scanner	Qty of 1	\$ 21,500	\$ 21,500	\$ 268	
IT3ex, Sort Pocket Frame 2 Sort Pkts w/Run-Out	IBML	203-00108	scanner	Qty of 1	\$ 28,000	\$ 28,000	\$ 350	
IT3, E13B MICR Reader, Bottom Side	IBML	203-00050	scanner	Qty of 1	\$ 11,000	\$ 11,000	\$ 137	
IT3, CMC7 MICR Reader, Bottom Side	IBML	203-00074	scanner	Qty of 1	\$ 11,000	\$ 11,000	\$ 137	
IT3e, E13B MICR Module, Top Side	IBML	203-00096	scanner	Qty of 1	\$ 11,000	\$ 11,000	\$ 137	
IT3e, Barcode Option	IBML	203-00097	scanner	Qty of 1	\$ 6,000	\$ 6,000	\$ 75	
IT3e, Ultrasonic Doubles Detection, Registration Module	IBML	203-00098	scanner	Qty of 1	\$ 3,600	\$ 3,600	\$ 45	
IT3e, Envelope Detection w/Docnastics	IBML	203-00099	scanner	Qty of 1	\$ 13,100	\$ 13,100	\$ 163	
IT3, Dual Ultrasonic Sensor Option	IBML	203-00110	scanner	Qty of 1	\$ 3,800	\$ 3,800	\$ 47	
IT3, Thick Document Option, Sort Pocket	IBML	803-00002	scanner	Qty of 1	\$ 1,300	\$ 1,300	\$ 16	
IT3, Thick Document Option, Combo Pocket	IBML	803-00003	scanner	Qty of 1	\$ 1,300	\$ 1,300	\$ 16	
IT3, JPEG 2000, Single Camera	IBML	803-00004	scanner	Qty of 1	\$ 2,950	\$ 2,950	\$ 36	
IT3, JPEG 2000, Dual Camera	IBML	803-00008	scanner	Qty of 1	\$ 5,900	\$ 5,900	\$ 73	
Machine Conversion, 603-00101 to 603-00200	IBML	703-00005	scanner	Qty of 1	\$ 20,000	\$ 20,000	\$ 250	
Field Install, IT3, Pre-Image Single Head, IJP	IBML	853-00012	scanner	Qty of 1	\$ 8,700	\$ 8,700	\$ 108	
Field Install, IT3, CMC MICR Reader, Bottom Side	IBML	853-00015	scanner	Qty of 1	\$ 13,750	\$ 13,750	\$ 171	
Field Install, IT3, Dual Ultrasonic Sensor Option	IBML	853-00016	scanner	Qty of 1	\$ 4,750	\$ 4,750	\$ 59	
Field Install, IT3, 1 Standard Pocket	IBML	853-00025	scanner	Qty of 1	\$ 10,500	\$ 10,500	\$ 131	
Field Install, IT3, E13B MICR Reader, Bottom Side	IBML	853-00026	scanner	Qty of 1	\$ 13,750	\$ 13,750	\$ 171	
Field Install, IT3e, E13B MICR Reader, Top Side	IBML	853-00034	scanner	Qty of 1	\$ 13,750	\$ 13,750	\$ 171	
Field Install, IT3e, Ultrasonic Doubles Detection in Reg. Mod.	IBML	853-00035	scanner	Qty of 1	\$ 6,500	\$ 6,500	\$ 81	
Field Install, IT3e, Envelope Detection	IBML	853-00036	scanner	Qty of 1	\$ 16,300	\$ 16,300	\$ 203	
Field Install, IT3e, Barcode Option	IBML	853-00037	scanner	Qty of 1	\$ 7,500	\$ 7,500	\$ 93	
Field Install, IT3ex, 1 Decision Frame, 3 Filler Modules	IBML	853-00038	scanner	Qty of 1	\$ 25,000	\$ 25,000	\$ 312	
Field Install, IT3ex, 1 Pocket Frame, 3 Std Pockets	IBML	853-00039	scanner	Qty of 1	\$ 44,300	\$ 44,300	\$ 553	

Product Name	Manufacturer	Vendor Part No	Description	Unit of Measure	State Price	List Price	Maintenance Price Annual (M-F 8 to 5)	Maintenance Price Annual (M-F 6 am to 10 pm)
Field Install, IT3e Post-Image Single Head IIP	IBML	853-00041	scanner	Qty of 1	\$ 8,700	\$ 8,700	\$ 108	
Field Install, Post Image, MultiHead IIP	IBML	853-00044	scanner	Qty of 1	\$ 17,800	\$ 17,800	\$ 222	
Field Install, Pre Image, MultiHead IIP	IBML	853-00046	scanner	Qty of 1	\$ 17,800	\$ 17,800	\$ 222	
Field Install, IT3, JPEG 2000, Single Camera	IBML	853-00047	scanner	Qty of 1	\$ 12,150	\$ 12,150	\$ 151	
Field Install, IT3, JPEG 2000, Dual Camera	IBML	853-00048	scanner	Qty of 1	\$ 24,300	\$ 24,300	\$ 303	
IT3, Pre-Image Single Head IIP	IBML	203-00064	scanner	Qty of 1	\$ 6,950	\$ 6,950	\$ 86	
IT3e Post-Image, Single Head IIP	IBML	203-00112	scanner	Qty of 1	\$ 6,950	\$ 6,950	\$ 86	
IT3e, Post-Image Multi-Head IIP	IBML	203-00115	scanner	Qty of 1	\$ 14,250	\$ 14,250	\$ 178	
IT3e Pre-Image, Multi-Head IIP	IBML	203-00117	scanner	Qty of 1	\$ 14,250	\$ 14,250	\$ 178	
SoftTrac IT3, Standard Version	IBML	200-00107	software	Qty of 1	\$ 15,000	\$ 15,000	\$ 188	
Offline ExportTrac Software License	IBML	200-00114	software	Qty of 1	\$ 9,500	\$ 9,500	\$ 119	
SoftTrac IT3, Advanced Version	IBML	200-00117	software	Qty of 1	\$ 24,500	\$ 24,500	\$ 307	
Data & Image Retention Utility	IBML	200-00120	software	Qty of 1	\$ 1,500	\$ 1,500	\$ 19	
Offline ExportTrac Software License, LV (lite version)	IBML	203-00122	software	Qty of 1	\$ 5,000	\$ 5,000	\$ 62	
Offline Decoding Software, 1D	IBML	200-00118	software	Qty of 1	\$ 3,000	\$ 3,000	\$ 38	
IT3, Offline Barcodes Decoding Software, 1D & 2D	IBML	203-00005	software	Qty of 1	\$ 8,750	\$ 8,750	\$ 110	
IT3, DocNetics Barcode, 1D, 2D & Postal	IBML	203-00025	software	Qty of 1	\$ 9,500	\$ 9,500	\$ 119	
IT3, DocNetics DocType	IBML	203-00028	software	Qty of 1	\$ 14,500	\$ 14,500	\$ 182	
IT3, DocNetics Barcode 1D	IBML	203-00070	software	Qty of 1	\$ 4,900	\$ 4,900	\$ 62	
IT3, DocNetics Barcode 1D/2D	IBML	203-00071	software	Qty of 1	\$ 8,000	\$ 8,000	\$ 100	
IT3, Dynamic TIFF	IBML	203-00081	software	Qty of 1	\$ 2,500	\$ 2,500	\$ 32	
SoftTrac TE with DocNetics Barcode 1D, TWAIN Edition	IBML	250-00001	software	Qty of 1	\$ 3,000	\$ 3,000	\$ 38	
SoftTrac TE Option, DocNetics Barcodes 1D&2D, TWAIN Edition	IBML	250-00002	software	Qty of 1	\$ 6,000	\$ 6,000	\$ 38	
SoftTrac TE Option, DocNetics 1D & DocType, TWAIN Edition	IBML	250-00004	software	Qty of 1	\$ 7,000	\$ 7,000	\$ 50	
SoftTrac TE ADD-ON, DocNetics Barcodes 2D, TWAIN Edition	IBML	250-00001-02	software	Qty of 1	\$ 3,000	\$ 3,000	\$ 38	
SoftTrac TE ADD-ON, DocNetics DocType, TWAIN Edition	IBML	250-00001-04	software	Qty of 1	\$ 4,000	\$ 4,000	\$ 50	
IT3, DocNetics Recognition, 10 Field Machine Print, Fr Cam	IBML	203-00008	software	Qty of 1	\$ 19,500	\$ 19,500	\$ 293	
IT3, DocNetics Recognition, 10 Field Machine Print, Fr&Rr Cam	IBML	203-00009	software	Qty of 1	\$ 39,000	\$ 39,000	\$ 585	
IT3, E13B/CMC7 ICR Front Camera	IBML	203-00019	scanner	Qty of 1	\$ 5,000	\$ 5,000	\$ 75	
IT3, DocNetics, ChecksAll, Dual Camera	IBML	203-00019-02	software	Qty of 1	\$ 7,500	\$ 7,500	\$ 113	
IT3, 2 Fields Handprint, 1 Cam, ICR License Req	IBML	203-00047	software	Qty of 1	\$ 15,000	\$ 15,000	\$ 187	
IT3, 2 Fields Handprint, 2 Cam, ICR License Req	IBML	203-00048	software	Qty of 1	\$ 26,000	\$ 26,000	\$ 325	
IT3, DocNetics Recognition, 2 Field Machine Print, Fr&Rr Cam	IBML	203-00076	software	Qty of 1	\$ 16,000	\$ 16,000	\$ 240	
IT3, DocNetics Recognition 1 Field Special Font, Fr Cam	IBML	203-00077	software	Qty of 1	\$ 3,750	\$ 3,750	\$ 57	
IT3, DocNetics Recognition 1 Field Special Font, Rr Cam	IBML	203-00078	software	Qty of 1	\$ 3,750	\$ 3,750	\$ 57	
IT3, DocNetics Recognition 5 Pixel Counters, Fr Cam	IBML	203-00079	software	Qty of 1	\$ 3,800	\$ 3,800	\$ 57	
IT3, DocNetics Recognition 5 Pixel Counters, Rr Cam	IBML	203-00080	software	Qty of 1	\$ 3,800	\$ 3,800	\$ 57	
SoftTrac TE Option, DocNetics 1D & ChecksAll, TWAIN Edition	IBML	250-00003	software	Qty of 1	\$ 6,500	\$ 6,500	\$ 44	
SoftTrac TE ADD-ON, DocNetics ChecksAll, TWAIN Edition	IBML	250-00001-03	software	Qty of 1	\$ 3,500	\$ 3,500	\$ 44	

Product Name	Manufacturer	Vendor Part No	Description	Unit of Measure	State Price	List Price	Maintenance Price Annual (MF 8 to 5)	Maintenance Price Annual (MF 6 am to 10 pm)
ImageTrac III - Hardware Installation	IBML	501-00007	scanner	Qty of 1	\$ 1,595	\$ 1,595	\$ -	
IT-IV, 30/64 IPS @ 300/200 DPI Front Camera, Single Pocket	IBML	604-00001-L	scanner	Qty of 1	\$ 132,200	\$ 132,200	\$ 1,652	
IT-IV, 30/64 IPS @ 300/200 DPI Single Pocket	IBML	604-00002-L	scanner	Qty of 1	\$ 174,900	\$ 174,900	\$ 2,186	
IT-IV, 40/83 IPS @ 300/200 DPI Front Camera, Single Pocket	IBML	604-00001-P	scanner	Qty of 1	\$ 164,900	\$ 164,900	\$ 2,061	
IT-IV, 40/83 IPS @ 300/200 DPI Single Pocket	IBML	604-00002-P	scanner	Qty of 1	\$ 219,000	\$ 219,000	\$ 2,737	
IT-IV, 30/64 IPS @ 300/200 DPI 3 Pockets	IBML	604-00003-L	scanner	Qty of 1	\$ 219,000	\$ 219,000	\$ 2,737	
IT-IV, 30/64 IPS @ 300/200 DPI 2 Pockets	IBML	604-00004-L	scanner	Qty of 1	\$ 219,000	\$ 219,000	\$ 2,737	
IT-IV, 30/64 IPS @ 300/200 DPI Front Camera Only & 3 Pockets	IBML	604-00005-L	scanner	Qty of 1	\$ 192,750	\$ 192,750	\$ 2,409	
IT-IV, 30/64 IPS @ 300/200 DPI Front Camera Only & 2 Pockets	IBML	604-00006-L	scanner	Qty of 1	\$ 192,750	\$ 192,750	\$ 2,409	
IT-IV, 30/64 IPS @ 300/200 DPI Chck & Full Pocket	IBML	604-00007-L	scanner	Qty of 1	\$ 219,000	\$ 219,000	\$ 2,737	
IT-IV, 40/83 IPS @ 300/200 DPI 3 Pockets	IBML	604-00003-P	scanner	Qty of 1	\$ 273,900	\$ 273,900	\$ 3,423	
IT-IV, 40/83 IPS @ 300/200 DPI 2 Pockets	IBML	604-00004-P	scanner	Qty of 1	\$ 273,900	\$ 273,900	\$ 3,423	
IT-IV, 40/83 IPS @ 300/200 DPI Front Camera Only & 3 Pockets	IBML	604-00005-P	scanner	Qty of 1	\$ 240,900	\$ 240,900	\$ 3,011	
IT-IV, 40/83 IPS @ 300/200 DPI Front Camera Only & 2 Pockets	IBML	604-00006-P	scanner	Qty of 1	\$ 240,900	\$ 240,900	\$ 3,011	
IT-IV, 40/83 IPS @ 300/200 DPI Chck & Full Pocket	IBML	604-00007-P	scanner	Qty of 1	\$ 273,900	\$ 273,900	\$ 3,423	
IT-IV, 4 Small Pocket Add-On	IBML	204-00010	scanner	Qty of 1	\$ 56,300	\$ 56,300	\$ 703	
IT-IV, 2 Full-Page Pocket Add-On	IBML	204-00011	scanner	Qty of 1	\$ 54,700	\$ 54,700	\$ 683	
IT-IV, 2 Small and 1 Full-Page Pocket Add-On	IBML	204-00031	scanner	Qty of 1	\$ 56,300	\$ 56,300	\$ 703	
IT-IV, Pre-Image Laser Barcode	IBML	204-00001	scanner	Qty of 1	\$ 8,600	\$ 8,600	\$ 107	
IT-IV, Patchcode Reader	IBML	204-00006	scanner	Qty of 1	\$ 3,995	\$ 3,995	\$ 49	
IT-IV, E13B MICR Read, Top Side	IBML	204-00023	scanner	Qty of 1	\$ 11,000	\$ 11,000	\$ 137	
Front Camera Unit, IT4	IBML	204-00014	scanner	Qty of 1	\$ 51,135	\$ 51,135	\$ 639	
IT-IV, Dedouble Module w/ Ultrasonic Doubles Detection	IBML	204-00019	scanner	Qty of 1	\$ 3,600	\$ 3,600	\$ 45	
IT-IV, Registration Modul w/ Ultrasonic Doubles Detection	IBML	204-00052	scanner	Qty of 1	\$ 6,500	\$ 6,500	\$ 81	
IT-IV, Envelope Detection w/DocNetics Option	IBML	204-00053	scanner	Qty of 1	\$ 15,600	\$ 15,600	\$ 195	
Option, ITII & IT-IV Extended Feeder and Pocket Trays	IBML	800-00047	scanner	Qty of 1	\$ 3,500	\$ 3,500	\$ 43	
Option, IT-IV Envelope Detection w/DocNetics	IBML	800-00063	scanner	Qty of 1	\$ 15,600	\$ 15,600	\$ 195	
IT-IV, JPEG 2000, Single Camera	IBML	804-00003	scanner	Qty of 1	\$ 3,550	\$ 3,550	\$ 44	
IT-IV, JPEG 2000, Dual Camera	IBML	804-00004	scanner	Qty of 1	\$ 7,100	\$ 7,100	\$ 88	
Machine Conversion, 604-00002-L to 604-00004-L	IBML	704-00001	scanner	Qty of 1	\$ 72,400	\$ 72,400	\$ 905	
Field Upgrade, ITIII&IV, Ultrasonic Doubles Detection	IBML	800-00059	scanner	Qty of 1	\$ 3,600	\$ 3,600	\$ 45	
Field Install IT-IV Dynamic TIFF	IBML	854-00002	scanner	Qty of 1	\$ 24,500	\$ 24,500	\$ 308	
Field Install, Envelope Detect w/DocNetics, IT-IV	IBML	854-00004	scanner	Qty of 1	\$ 19,500	\$ 19,500	\$ 243	
Field Install, IT-IV Reg Mod w/Ultrasonic Doubles Detection	IBML	854-00005	scanner	Qty of 1	\$ 6,500	\$ 6,500	\$ 81	
IT-IV, Multi-Head Pre-Image Ink Jet	IBML	204-00002	scanner	Qty of 1	\$ 14,250	\$ 14,250	\$ 178	
IT-IV, Multi-Head Post-Image Ink Jet	IBML	204-00018-FBLK	scanner	Qty of 1	\$ 14,250	\$ 14,250	\$ 178	
SoftTrac - ITII or IT-IV Single Pocket Version	IBML	200-00026	software	Qty of 1	\$ 29,500	\$ 29,500	\$ 369	
SoftTrac - ITII or IT-IV Full Multi-Pocket Version	IBML	200-00026-02	software	Qty of 1	\$ 39,500	\$ 39,500	\$ 494	

Product Name	Manufacturer	Vendor Part No	Description	Unit of Measure	State Price	List Price	Maintenance Price Annual (MF 8 to 5)	Maintenance Price Annual (MF 6 am to 10 pm)
Offline ExportTrac Software License	IBML	200-00114	software	Qty of 1	\$ 9,500	\$ 9,500	\$ 119	
Data & Image Retention Utility	IBML	200-00120	software	Qty of 1	\$ 1,500	\$ 1,500	\$ 19	
Offline ExportTrac Software License, LV (lite version)	IBML	203-00122	software	Qty of 1	\$ 5,000	\$ 5,000	\$ 62	
Offline Decoding Software, 1D	IBML	200-00118	software	Qty of 1	\$ 3,000	\$ 3,000	\$ 38	
IT-IV, Offline Barcode Decoding Software, 1D & 2D	IBML	204-00007	software	Qty of 1	\$ 15,000	\$ 15,000	\$ 188	
IT-IV, DocNetics, Barcode	IBML	204-00024	software	Qty of 1	\$ 12,000	\$ 12,000	\$ 150	
IT-IV, DocNetics, DocType	IBML	204-00027	software	Qty of 1	\$ 19,500	\$ 19,500	\$ 244	
IT-IV, DocNetics Barcode-1D	IBML	204-00041	software	Qty of 1	\$ 6,000	\$ 6,000	\$ 75	
IT-IV, DocNetics Barcode-1D/2D	IBML	204-00042	software	Qty of 1	\$ 10,500	\$ 10,500	\$ 132	
IT-IV, Dynamic TIFF	IBML	204-00050	software	Qty of 1	\$ 3,500	\$ 3,500	\$ 38	
SoftTrac TE with DocNetics Barcode 1D, TWAIN Edition	IBML	250-00001	software	Qty of 1	\$ 3,000	\$ 3,000	\$ 38	
SoftTrac TE Option, DocNetics Barcode 1D&2D, TWAIN Edition	IBML	250-00002	software	Qty of 1	\$ 6,000	\$ 6,000	\$ 38	
SoftTrac TE Option, DocNetics 1D & DocType, TWAIN Edition	IBML	250-00004	software	Qty of 1	\$ 7,000	\$ 7,000	\$ 50	
SoftTrac TE ADD-ON, DocNetics Barcode 2D, TWAIN Edition	IBML	250-00001-02	software	Qty of 1	\$ 3,000	\$ 3,000	\$ 38	
SoftTrac TE ADD-ON, DocNetics DocType, TWAIN Edition	IBML	250-00001-04	software	Qty of 1	\$ 4,000	\$ 4,000	\$ 50	
IT-IV DocNetics Recognition, 10 Field Machine Print, Front Cam	IBML	204-00003	software	Qty of 1	\$ 29,500	\$ 29,500	\$ 443	
IT-IV DocNetics Recognition, 10 Field Machine Print, Fr&Rr Cam	IBML	204-00004	software	Qty of 1	\$ 59,000	\$ 59,000	\$ 885	
IT-IV, E13B/CMC7 ICR Front Camera	IBML	204-00020	software	Qty of 1	\$ 7,000	\$ 7,000	\$ 105	
IT-IV, DocNetics, ChecksAll (ABA), Dual Camera	IBML	204-00020-02	software	Qty of 1	\$ 11,000	\$ 11,000	\$ 165	
IT-IV, 2 Field Handprint 1 Cam, ICR License Req	IBML	204-00038	software	Qty of 1	\$ 18,000	\$ 18,000	\$ 270	
IT-IV, 2 Field Handprint 2 Cam, ICR License Req	IBML	204-00039	software	Qty of 1	\$ 31,000	\$ 31,000	\$ 465	
IT-IV, DocNetics Recognition, 2 Field Machine Print, Fr&Rr Cam	IBML	204-00043	software	Qty of 1	\$ 25,000	\$ 25,000	\$ 375	
IT-IV, DocNetics Recognition 1 Field Special Font, Fr Cam	IBML	204-00044	software	Qty of 1	\$ 5,550	\$ 5,550	\$ 84	
IT-IV, DocNetics Recognition 1 Field Special Font, Rr Cam	IBML	204-00045	software	Qty of 1	\$ 5,550	\$ 5,550	\$ 84	
IT-IV, DocNetics Recognition 5 Pixel Counters-Fr Cam	IBML	204-00046	software	Qty of 1	\$ 4,800	\$ 4,800	\$ 72	
IT-IV, DocNetics Recognition 5 Pixel Counters-Rr Cam	IBML	204-00047	software	Qty of 1	\$ 4,800	\$ 4,800	\$ 72	
SoftTrac TE Option, DocNetics 1D & ChecksAll, TWAIN Edition	IBML	250-00003	software	Qty of 1	\$ 6,500	\$ 6,500	\$ 44	
SoftTrac TE ADD-ON, DocNetics ChecksAll, TWAIN Edition	IBML	250-00001-03	software	Qty of 1	\$ 3,500	\$ 3,500	\$ 44	
ImageTrac IV Hardware Installation	IBML	501-00001	scanner	Qty of 1	\$ 4,025	\$ 4,025	\$ -	
Computers, Dell PE 2900 ver. 3 Embedded Software OS	IBML	180-00020	scanner	Qty of 1	\$ 5,000	\$ 5,000	\$ 62	
ITIV, Advanced Transport License	IBML	204-00040		Qty of 1	\$ 15,925	\$ 15,925	\$ 200	
ImageTrac Operator Training	IBML	501-00002	training	Qty of 1	\$ 1,200	\$ 1,200	\$ -	
SoftTrac Job Development Training (4 day course - Birmingham, AL training center only)	IBML	501-00003	training	Qty of 1	\$ 2,450	\$ 2,450	\$ -	
ImageTrac Hardware Maintenance Training (1 week Course Birmingham training center only)	IBML	501-00004	training	Qty of 1	\$ 2,450	\$ 2,450	\$ -	
SoftTrac Job Development & Hardware Maintenance when purchased together. Birmingham training center only.)	IBML	501-00005	training	Qty of 1	\$ 3,675	\$ 3,675	\$ -	
On-Site SoftTrac Training (4 day Course, Max 4 participants) - Domestic USA Only	IBML	501-00010	training	Qty of 1	\$ 12,500	\$ 12,500	\$ -	
On-Site Hardware/Maintenance Training (4 day Course, Max 4 participants)- Domestic USA Only	IBML	501-00011	training	Qty of 1	\$ 12,500	\$ 12,500	\$ -	
ICR Administration Class (2 day course)	IBML	501-00016	training	Qty of 1	\$ 1,225	\$ 1,225	\$ -	
On-Site ICR Administrative Class (2 day course) - Domestic USA Only (Requires Mandatory Purchase of 501-00010)	IBML	501-00019	training	Qty of 1	\$ 5,000	\$ 5,000	\$ -	
On-Site Industry Specific Class (2 day course) - Domestic Only (Requires Mandatory Purchase of 501-00010)	IBML	501-00024	training	Qty of 1	\$ 7,800	\$ 7,800	\$ -	
ImageTrac Technology Overview (2 day course - Birmingham training center only)	IBML	501-00025	training	Qty of 1	\$ 1,000	\$ 1,000	\$ -	
ImageTrac Technology Overview & SoftTrac Job Development Training (One 2 day course & One 3 day course - Birmingham training center only)	IBML	501-00026	training	Qty of 1	\$ 2,760	\$ 2,760	\$ -	
Shipping Pallet for Image Trac Systems (USA Only); required for shipping of units from factory to customer locations	IBML	Shipping Pallet	shipping pallet	Qty of 1	\$ 250	\$ 250	\$ -	

Exhibit II

Fairfax Imaging Sales Contract

1. Grant of License to Use (the "License")

1.1 Subject to the terms and conditions of The State Term Schedule and this Agreement, Fairfax grants CUSTOMER on behalf of its parent and subsidiary entities, a perpetual, non-exclusive, non-sub licensable, non-transferable right to use Fairfax's forms processing software, *Quick Modules*, in object code form. *Quick Modules* is for CUSTOMER's internal use and evaluation only. All rights not expressly and unambiguously granted are reserved by Fairfax.

2. Restrictions

2.1 All CUSTOMER's enterprise licensed software, including any additional *Quick Modules* subsequently purchased, and any part thereof may be used in a client server environment. The *Quick Modules* software may be copied solely for backup purposes, in whole or in part (with the proper inclusion of the Fairfax copyright notice and any Fairfax propriety notices on the *Quick Modules* software) and only for use with CUSTOMER's enterprise client server environment for which it is licensed. CUSTOMER agrees to supply Fairfax with a list of installations upon request.

2.2 CUSTOMER shall not (and shall not allow any third party to) (i) de-compile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas of *Quick Modules* by any means whatsoever, (ii) remove any product identification, copyright or other notices, (iii) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use *Quick Modules* software to or for the benefit of third parties (iv) except as specified in the applicable user documentation provided by Fairfax modify, incorporate into or with other software or create a derivative work of any part of *Quick Modules* software, (v) load or use any portion of *Quick Modules* software (whether or not modified or incorporated into or with other software) on or with any machine or system other than those specifically agreed upon in writing between Fairfax and CUSTOMER in Schedule A.

2.3 In the event that Fairfax solely produces any subsequent software in the performance of a service for CUSTOMER, Fairfax shall be free to use for any purpose any concept, ideas, techniques, or general software developed by Fairfax during the performance of the services. It is understood that Fairfax shall be free to pursue, directly or with third parties, business or applications of similar nature. All other software, including packaged applications software is licensed in accordance with the terms and conditions described herein.

2.4 No title or ownership of *Quick Modules* is transferred to CUSTOMER.

4. Limited Warranty and Disclaimer

4.1 Subject to the conditions and limitations on liability stated herein and on Schedule A attached, Fairfax warrants for a period of ninety (90) days from the acceptance of the first copy of each of *Quick Modules* hereunder that *Quick Modules* as delivered, without CUSTOMER's modifications, will materially conform to Fairfax's then current documentation for *Quick Modules*. This warranty covers only problems reported to Fairfax during the warranty period.

4.3 Outside the U.S., neither these remedies nor any product support services offered by Fairfax are available without proof of purchase from an authorized non-U.S. source.

6. Export Restrictions

6.1 *Quick Modules*, including all related technical data, are subject to United States export control laws, including the United States Export Administration Act and associated regulations and may be subject to export and import

regulations in other countries. CUSTOMER agrees to comply with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import *Quick Modules*.

7. Governing Law

7.1 This Agreement and performance hereunder shall be governed by the laws of the State of Ohio, and any suit or action filed to enforce or contest any provision of this Agreement, or the obligations imposed, shall be brought and prosecuted in a court of competent jurisdiction sitting in the State of Ohio.

8. Miscellaneous

8.1 The parties shall not delegate or assign any or all of its duties, obligations, or rights hereunder.

8.2 Severability: If any provision herein shall be held to be invalid or unenforceable for any reason, such provision shall, to the extent of such invalidity or unenforceability, be severed, the remainder of the Agreement shall continue in full force and effect.

8.4 Limitation Period: Under no circumstances shall any action be brought against Fairfax, regardless of form, under this Agreement more than two (2) years after such cause of action shall have accrued.

8.5 Copyright Infringement: Fairfax agrees to indemnify, defend and hold harmless CUSTOMER for any damages and costs including attorneys' fees in case of any third-party action brought against CUSTOMER for copyright infringement resulting from CUSTOMER's use of the *Quick Modules* software.

**Fairfax Imaging
Support Services Contract**

1. Coverage.

Subject to the terms hereof, Fairfax will provide Support Services to CUSTOMER for the Licensed Software Products (Software) described in Schedule A of the Sales Contract.

2. Support Services.

Support Services consists of (a) Error Correction and Telephone Support provided to the Technical Support Contact concerning the installation and use of the then current release of Software and the Previous Sequential Release and (b) product updates that Fairfax makes generally available. Product updates consist of one copy of published revisions to the printed documentation and one copy of revisions to the machine readable Software which are not designed by Fairfax as products for which it charges a separate fee. Support Services must be obtained separately for each copy of each Software.

All product updates or upgrades provided to CUSTOMER shall be governed by the terms of the State Term Schedule and this agreement. Fairfax shall advise CUSTOMER of product updates and upgrades.

3. Error Priority Levels.

Fairfax shall exercise commercially reasonable efforts to correct any Error reported by CUSTOMER in the current unmodified release of Software in accordance with the priority level reasonably assigned to such error by Fairfax.

Priority A Errors - Fairfax shall promptly commence the following procedures:

- Assign Fairfax engineers to correct the Error;
- Notify Fairfax management that such Errors have been reported and steps being taken to correct such Effort(s);
- provide CUSTOMER with periodic reports on the status of the corrections; and
- initiate work to provide CUSTOMER with a Fix or Workaround.

Priority B Errors - Fairfax shall exercise commercially reasonable efforts to correct the problem or provide a Fix or Workaround.

Priority C Errors - Fairfax may include the Fix for the error in the next maintenance or major release of the Software.

If Fairfax believes that a problem reported by CUSTOMER may not be due to an Error in the Software, Fairfax will so notify CUSTOMER. At that time, CUSTOMER may (i) instruct Fairfax to proceed with problem determination at its possible expense as set forth below or (ii) instruct Fairfax that CUSTOMER does not wish the problem pursued at its possible expense. If CUSTOMER requests that Fairfax proceed with problem determination at its possible expense and Fairfax determines that the error was not due to an Error in the Software, CUSTOMER shall pay Fairfax, at Fairfax's then-current and standard State Term Schedule consulting rates, for all work performed in connection with such determination. , CUSTOMER shall not be liable for (i) problem determination or repair to the extent problems are due to Errors in the Software or (ii) work performed under this paragraph in excess of its instructions or (iii) work performed after CUSTOMER has notified Fairfax that it no longer wishes work on the problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by Fairfax). If CUSTOMER instructs Fairfax that it does not wish the problem pursued at its possible expense or if such determination requires effort in excess of CUSTOMER instructions, Fairfax may, at its sole discretion, elect not to investigate the error with no liability therefore.

4. Exclusions.

Fairfax shall have no obligation to support:

- Software altered, damaged or modified by CUSTOMER;
- Software that is not the then current release or immediately Previous Sequential Release;
- Software problems caused by CUSTOMER negligence, abuse or misapplication, use of Software other than as specified in the Fairfax's user manual;
- Software installed on any computer Hardware that is not supported by Fairfax. Fairfax shall have no liability for any changes in CUSTOMER hardware, which may be necessary to use Software due to a Workaround or maintenance release.

5. Force Majeure

Neither party shall be liable or deemed in default for any delay or failure in performance resulting directly or indirectly from acts of God, acts of any government, war or natural emergency, accidents, fires, strikes, riots, labor disputes or for any other cause beyond the reasonable control of such party.

6. Governing Law.

This Agreement and performance hereunder shall be governed by the laws of the State of Ohio, and any suit or action filed to enforce or contest any provision of this Agreement, or the obligations imposed, shall be brought and prosecuted in a court of competent jurisdiction sitting in the State of Ohio.

7. Definitions.

Unless defined otherwise herein, terms used in these Support Services Terms and Conditions shall have the same meaning as set forth in the Sales Contract.

- "Upgrades" means a major revision to the object code of the SOFTWARE marketed under a different version number (i.e. v2.2 to v3.0).
- "Updates" means a minor revision to the object code of the SOFTWARE issued as a different sub number version (i.e. v2.1 to v2.2).
- "Error" means an error in SOFTWARE which significantly degrades the SOFTWARE as compared to Fairfax's published performance specifications.
- "Fix" means the repair or replacement of object or executable code versions of SOFTWARE to remedy an Error.
- "Previous Sequential Release" means the release of SOFTWARE which has been replaced by a subsequent release of the same SOFTWARE (upgrade or update). Notwithstanding anything else, a Previous Sequential Release will be supported by Fairfax only for a period of six (6) months after release of the subsequent release.
- "Priority A Error" means an Error, which renders the SOFTWARE inoperable or causes the SOFTWARE to fail catastrophically.
- "Priority B Error" means an Error, which degrades the performance of the SOFTWARE and/or restricts the use of the SOFTWARE.
- "Priority C Error" means an Error, which causes only a minor impact on the use of the SOFTWARE.
- "Telephone Support" means technical support telephone assistance provided by Fairfax to the Technical Support Contact during normal business hours, (8AM-6PM Eastern Standard, Monday-Friday, excluding Fairfax holidays), concerning the installation and use of the then current release of SOFTWARE and the Previous Sequential Release.
- "Workaround" means a change in the procedures followed or data supplied by CUSTOMER to avoid an Error without substantially impairing CUSTOMER use of the SOFTWARE.

THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. THE SOFTWARE AND ALL MATERIALS RELATED TO THE SOFTWARE ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE SALES CONTRACT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

IN WITNESS WHEREOF, EACH PARTY HERETO HAS EXECUTED AND DELIVERED THIS Agreement by a duly authorized representative as of the date first written above.

Hardware Maintenance and Software Support Agreement

IBML-SUPPLIED HARDWARE MAINTENANCE & SOFTWARE SUPPORT:

This section outlines the terms and conditions for maintenance and support services applicable to the Products sold to Client.

1. **MAINTENANCE** – IBML will provide the maintenance and support services specified in the Site-Specific Maintenance & Support Profile (Attachment 1 to this Agreement) and described in this Agreement for the Equipment and Software listed in the Site-Specific Maintenance & Support Profile for each Client site.

2. **TERM** – The Initial Maintenance and Support Term for each item of Equipment and Software will begin on the Installation Date or expiration of a warranty, if applicable, and will continue for twelve (12) months or such greater term as may be specified in the Site-Specific Maintenance & Support Profile applicable to that particular item of Equipment.

3. **EQUIPMENT SERVICES:**
 - a. IBML shall provide maintenance service throughout the maintenance term to keep the Equipment in good operating condition subject to the terms and conditions herein. Maintenance service includes applicable scheduled preventive maintenance as determined by IBML, and unscheduled or remedial maintenance consisting of the necessary adjustments and repairs of the Equipment, including the replacement (on an exchange basis) of unserviceable parts or components occasioned by the normal use of the Equipment by Client. Maintenance service provide under this Agreement does not assure uninterrupted operation of the Equipment, nor do the maintenance charges include any maintenance services necessitated by Client's improper or unauthorized use of the Equipment.
 - b. The Principal Period of Maintenance ("PPM") is defined as the maintenance period for Equipment elected by Client in the Site-Specific Maintenance & Support Profile. Client may elect a standard PPM of any eight consecutive hours between the hours of 7:00 a.m. and 6:00 p.m. (Client's local time) Monday through Friday, excluding holidays observed by IBML. Hardware technical support services will be provided to Client by IBML Hardware Technical Support staff via telephone or E-mail. The phone number for IBML hardware technical support is 1-866-798-4265 from 8:00 a.m. to 5:00 p.m. central time, Monday through Friday (excluding holidays) and 1-800-627-2269 after hours, weekends and holidays. The e-mail address is support@ibml.com. Client shall elect the same PPM for all Equipment being maintained by IBML at the same location Client may change its designated PPM at the beginning of any calendar month by giving IBML at least thirty (30) days prior written notice.
 - c. Remedial maintenance shall be performed after notification by Client to IBML that the Equipment is inoperative or is not operating in accordance with IBML specifications for the particular configuration in question. IBML service personnel (or those of IBML's authorized agent) shall arrive at the client's installation site in an average of four (4) hours or less and be granted access to the inoperative or improperly functioning Equipment. Any remedial maintenance service started during the PPM and completed within one hour after the PPM will be treated as having been performed within the PPM, and no additional charges will be billed to Client by IBML or its authorized agent.

- d. Preventive Maintenance (e.g. to inspect, lubricate, clean and adjust the Equipment), if required to be performed by Client, shall be performed as specified in the applicable maintenance, installation or operator's manuals for the Equipment. All preventive maintenance shall be performed by IBML at times mutually agreed upon by Client and IBML within the PPM at no additional charge. IBML shall specify the frequency and duration of preventive maintenance required for the Equipment.
- e. Maintenance charges do not include the furnishing or installation of consumable supplies (such as feed tires, ink, etc.). Performance degradations and malfunctions of the Equipment caused by the use of consumable supplies of less than equivalent quality to IBML approved consumable supplies are not covered by this Agreement.
- f. Parts necessary to insure proper functioning of the Equipment will be furnished by IBML at no additional cost over and above the maintenance charges specified in the Site-Specific Maintenance & Support Profile. Parts removed for replacement in the course of remedial or preventive maintenance become the property of IBML.
- g. Before Remedial or preventive Maintenance is provided hereunder for Equipment that has not been under an IBML Maintenance Agreement, IBML will inspect the Equipment and, if necessary, repair or refurbish the Equipment to make it comply with IBML's then current specifications. Such repair or refurbishment shall be done at Client's expense; Client paying IBML for time spent and parts and materials used in accordance with IBML's then current State Term Schedule pricing..
- h. IBML shall have no obligation under this Agreement to (1) make changes to the Equipment, (2) furnish operating supplies or accessories, (3) service options or attachments other than those specified in the applicable Site-Specific Maintenance & Support Profile, or (4) provide emergency or other services not specifically provided for in this Agreement.

4. RELOCATION

5. SOFTWARE SUBSCRIPTION/SUPPORT SERVICES

- a. Support Categories – Each Site-Specific Maintenance & Support Profile under this Agreement shall identify which items of ordered Software are “Supported Software”, “Limited Support Software” or “Custom Software”. Ordered Software for which no designation is specified shall be deemed to be “Limited Support Software”.
- b. Supported Software Services – The following describes the software subscription/support services that are provide by IBML during the ordered maintenance term. Supported Software is eligible for subscription services and remedial support as described below. Limited Support Software is only eligible for limited support as described below.
 - (i) Subscription Services – During the maintenance term, IBML will give Client written notice as to new maintenance revision levels of Supported Software available to Client under the Agreement. Such notice may be given via a posted message on IBML's support website (www.imagestracsupport.com) as opposed to a personalized letter. New revision levels which are made generally available at no charge to IBML's other Clients ordering subscription services will be made available to Client at no charge. Client shall be responsible for the installation of new revisions. In the event Client requests IBML to install new revisions, such installation services shall be chargeable to Client at IBML's then current rates for hourly service, IBML's notice will specify the revision level of Limited Support

Software that must be used in conjunction with the new revision level of the Supported Software. Client shall be responsible for obtaining the revision level of Limited Support Software specified. IBML will continue to support the prior revision level of Supported Software for the period stated in the notice to Client. Client's failure to utilize the latest supported revision level(s) or to utilize a temporary solution provide by IBML at its option, shall relieve IBML of its obligation to provide support to resolve problems which would have been corrected by use of the designated revision level or temporary solution.

- (ii) **Remedial Support Services** – In the event that Supported Software fails to operate substantially as described in the then current IBML user documentation for such Software, Client shall report the problem to IBML. Remedial services will consist of IBML's verification of the problem's existence, and a determination of the conditions under which the problem may reoccur. After such verification and determination, IBML will provide, at its option, one of the following: (1) a temporary solution for the problem, or (2) a correction of the problem in the next revision level of the Supported Software.
- (iii) **Limited Support Software** – Limited Support Software is either software obtained from third parties and remarketed by IBML, or software for which only limited support services are available. IBML will provide telephone support in order to answer operational questions as to the manner in which the Limited Support Software interfaces with the Supported Software. In the event Client believes that Limited Support Software is not operating substantially as described in the then current documentation for the Limited Support Software, Client shall report the problem to IBML. IBML's support services in such instances will be limited to verifying the problem's existence and either reporting the problem to the supplier of the Limited Support Software or referring Client directly to the supplier of the limited Support Software for further technical assistance in resolving the problem.
- c. **Custom Software Support Services** – Custom Software is provided for use with specific release levels of IBML-developed and/or third party software (if applicable). Upon expiration of any warranty period specified by IBML for the Custom Software, IBML shall make available Custom Software Support Services for Client to order on a time and materials basis. Except as otherwise agreed in writing between Client and IBML, any requested changes to Custom Software after the initial delivery and acceptance of the Custom Software are subject to additional charges.
- d. **Support Availability** – The Software Principle Period of Support ("SPPS") is defined as telephone or e-mail support during the hours of 8:00 a.m. to 5:00 p.m. (central time) Monday through Friday, excluding holidays observed by IBML. System software technical support services will be provided to Client by IBML Software Technical Support staff via telephone or E-mail. The phone number for IBML Software Technical Support is 1-866-798-4265 during business hours and 1-800-627-2269 after hours, weekends and holidays. The E-mail address is support@ibml.com. Client may change its designated SPPS at the beginning of any calendar month by giving IBML at least thirty (30) days prior written notice and obtaining agreement from IBML for such change in Client's SPPS.
- e. IBML will not be responsible for maintaining or supporting any portion of the Software that has been modified by Client.
- f. Corrections made by IBML for difficulties or defects traceable to Client error or system changes will be billed at IBML's then current standard time and materials rates.
- g. Client agrees, if requested by IBML, to provide IBML with sufficient support and test time on Client's computer system to replicate the problem, certify that the problem is related to

the Supported Software, and determine that the problem has been corrected. If Client does not provide such support and test time on Client's computer system, IBML will only be responsible for using its best efforts to resolve the problem.

6. **Special Services** – In the event Client orders special maintenance and/or support services for certain Equipment and/or Software by designating such services in the Site-Specific Maintenance & Support Profile, the corresponding Additional Terms, as referenced in the Site-Specific Maintenance & Support Profile, are incorporated herein by reference.

7. **Conditions**

- a. Client shall insure that, during the maintenance term, the environmental conditions under which the Products are installed and used shall continue to conform to those set forth in the installation instructions and System Specification provided by IBML when the Products were installed. Client shall be responsible for insuring the proper use, management and supervision of the Products by properly trained personnel. Client shall not perform maintenance on the Products without IBML's written authorization.
- b. In order for IBML to provide the services described in this Agreement, maintenance and support services must be ordered for (1) all Equipment comprising an integrated system, and (2) all Software installed on such integrated system, including Equipment and/or Software subsequently purchased or licensed for use with the same integrated system.
- c. Client shall provide adequate working space, heat, light, ventilation, storage space for spare parts and tools, and electrical current and outlets conforming to the requirements set forth in the System Specification for use by IBML. All spare parts and tools stored by IBML at Client's site and all parts and components replaced by IBML under this Agreement shall remain the property of IBML. Facilities used for storage of such parts, components, tools, etc. shall be within a reasonable distance of the Equipment to be maintained, properly secured, and provided to IBML at no charge.
- d. Maintenance charges shall not include the following: (1) electrical work external to the Equipment; (2) changes or alterations in specifications; (3) furnishing accessories, consumable items or supplies; (4) painting or refurbishing the Equipment or furnishing materials for such purpose; (5) relocation, moving or reinstallation of the products; (6) installation, de-installation, or maintenance of accessories, attachments, machines, or other devices not furnished by IBML; (7) repairs made necessary by accident, misuse, fault or negligence of Client, its employees, agents, contractors or invitees; and (8) repairs made necessary due to causes external to the products, such as , but not limited to, failure, fluctuation or surges in electrical power, failure of air conditioning, or shortage of energy. If such services are ordered and provide by IBML, Client shall pay for such services in accordance with IBML's then current State Term Schedule rates and terms and conditions for time and materials service.
- e. In the event IBML elects to provide remote diagnostic service for the Equipment and/or Software maintained under this Agreement, Client shall provide access to a straight-line, direct-distance-dialing telephone for IBML's use in conducting remote diagnostic procedures. Client shall have the right to restrict IBML's remote access to the Equipment and/or Software at any time.

8. **AUTHORITY**

Client represents that it has the authority to authorize the maintenance and support services to be performed by IBML under this Agreement.

9. CONFIDENTIALITY

"Confidential Information" is defined as, (i) all Software and, (ii) all information provided to Client by IBML, which is identified as being confidential. Client agrees not to disclose Confidential Information to any person or entity other than Client's employees and third party contractors who have a reason to have access and have signed agreements protecting the Confidential Information. Client agrees not to use Confidential Information for purposes other than the operation of the Products in accordance with this Agreement.

10. FORCE MAJEURE

Neither party shall be liable or deemed in default hereunder for any delay or failure in performance resulting directly or indirectly from acts of God, acts of any government, terrorism, war or natural emergency, accidents, fires, strikes, riots, labor disputes or for any other cause beyond the reasonable control of such party.

11. COMPLIANCE WITH APPLICABLE LAW

Each party warrants and represents that it is, and shall remain, in compliance with all applicable local, state, and federal laws and regulations.

12. CONFLICT IN PROVISIONS

If any provision in any attached or referenced document conflicts with the provisions in this Agreement, the terms of the State Term Schedule shall govern. Provided, however, that the parties may agree to modify a provision for application with respect to a particular schedule by specific reference to a heading, section or paragraph number herein. Any modification of the terms herein for general application to all subsequent schedules must be made through a properly executed amending document.

13. ENTIRE AGREEMENT MERGER

The State Term Schedule and This Agreement, together with its exhibits, attachments, and documents incorporated by reference (if any), sets forth the entire agreement and understanding of the parties and supersedes and merges all prior agreements, arrangements and understandings, of the parties' intent whether written or oral.

14. NON-EXCLUSIVE

This is not an exclusive agreement, nor is it a requirements contract and neither party shall be restricted from entering into similar agreements with third parties.

15. NOTICES

Any notice permitted or required by this Agreement must be in writing and shall be sent by registered or certified mail, return receipt requested, or overnight delivery, and addressed as follows:

16. SEVERABILITY

If any provision(s) of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision(s) shall be severed herefrom and the other provisions herein will not be affected and will remain in full force and effect. Provided, however, that any such severed provision shall be replaced, upon approval of such court, with a valid provision (if any) that is as similar as possible to the severed provision.

17. WAIVER

Failure of either party to complain or to provide notice of any act, omission, or breach by the other party shall not be deemed to be a waiver of any rights or remedies hereunder. Proper waiver of any provision(s) of this Agreement, or any rights or remedies must be in writing, signed by a duly authorized representative of the waiving party. No waiver of any right or remedy hereunder at any time shall be deemed a waiver of the same or any other right or remedy at any other time.

18. LITIGATION

IBML warrants and represents that it is not a party to any current or pending litigation the resolution of which may adversely affect Client or IBML's ability to fully perform its contractual obligations, nor is any such litigation reasonably contemplated. IBML agrees to inform Client in the event any such litigation occurs or becomes reasonably contemplated or threatened during the term of this Agreement.

WARRANTY - IBML EXPRESSLY WARRANTS THAT REPLACEMENT PARTS INSTALLED BY IBML AND/OR ORDERED BY CLIENT DURING ANY MAINTENANCE TERM SHALL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE UPON WHICH THEY ARE INSTALLED.

CLIENT'S REMEDY WITH RESPECT TO REPLACEMENT PARTS NOT IN COMPLIANCE WITH THIS WARRANTY DURING ANY MAINTENANCE PERIOD SHALL BE, AFTER CLIENT'S NOTIFICATION TO IBML THAT THE REPLACEMENT PARTS ARE NOT IN COMPLIANCE WITH THIS WARRANTY, TO EITHER REPAIR OR REPLACE THE PARTS IN ACCORDANCE WITH THE SERVICE LEVELS AS SET FORTH HEREIN.

CONTRACTOR
FAIRFAX IMAGING, INC

BY: James J. Everett
JAMES J. EVERETT
VICE PRESIDENT

DATE: JUNE 22, 2009

STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF STATE PURCHASING

BY: Hugh Quill
HUGH QUILL DIRECTOR,
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE: 6/26/09