

STATE TERM CONTRACT

THIS CONTRACT ("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 Toshiba America Information Systems, Inc, Telecommunication Systems Division ("Contractor"), with offices at 9740 Irvine Blvd, Irvine, CA 92618

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 June 30, 2013. 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.
- 1.2 CONTRACT RENEWAL.** In the State's sole discretion, it may renew this Contract for a period of one month at the end of each biennium during which this Contract remains in place. Any further renewals will be only by written agreement between the State and the Contractor. Such renewals may be for any number of times for any period not to exceed the time remaining in the State's then-current biennium.

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:
- X 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

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:

GSA IT Contract Price List

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 NOTIFICATION OF PRICE INCREASES.** If this Contract permits any price increases, the Contractor must notify the State and any affected State agencies of the increase at least 60 days before the effective date of the price increase. The Contractor must notify affected State agencies at their purchase order "bill to" address contained in

the applicable purchase orders. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

2.5 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.

2.6 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
- (f) If the invoice is for a lease, the Contractor also must include the payment number (e.g., 1 of 36).

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.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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 Rule 126-1-02 of the Ohio Administrative Code (the "Administrative Code").

- 2.12 **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.
- 2.13 **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 principal 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
GSD Business Office
4200 Surface Road
Columbus, OH 43228

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.

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.

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. The Contractor will limit or obtain a commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent annually. 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 makes 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.

- 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. The Contractor hereby certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with 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.

11.8 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.

11.9 Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K). The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes a part of this Agreement.

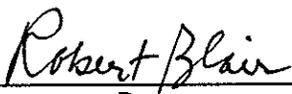
To **SHOW THEIR AGREEMENT**, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

CONTRACTOR

BY: 

DATE: FEB 14, 2012

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

BY:  
**ROBERT BLAIR, DIRECTOR,
DEPARTMENT OF ADMINISTRATIVE SERVICES**

DATE: 02/27/2012

Exhibit I

[Insert Price list]

Prod Name	Manufact	Mfg Part No	Vendor Part No	Description	U of M	State Price	List Price
TELECOM	TOSHIBA	010867	010867	CDDData PoE Injector	EACH	50.40	63.00
TELECOM	TOSHIBA	010935	010935	CDDData VoIP Intercom	EACH	398.40	498.00
TELECOM	TOSHIBA	02319516	02319516	PLCM KRK Headset	EACH	171.20	214.00
TELECOM	TOSHIBA	02319519	02319519	PLCM KRK Safety Line	EACH	18.40	23.00
TELECOM	TOSHIBA	02319539	02319539	PLCM KRK Belt Clip	EACH	17.60	22.00
TELECOM	TOSHIBA	02319543	02319543	PLCM KRK Leather Pouch	EACH	32.80	41.00
TELECOM	TOSHIBA	02319584	02319584	PLCM KRK Industrial Covr	EACH	32.80	41.00
TELECOM	TOSHIBA	02319587	02319587	PLCM KRK Metal Belt Clip	EACH	17.60	22.00
TELECOM	TOSHIBA	02319588	02319588	PLCM KRK Belt Clip	EACH	17.60	22.00
TELECOM	TOSHIBA	02319590	02319590	PLCM KRK Leather Pouch	EACH	32.80	41.00
TELECOM	TOSHIBA	02319594	02319594	PLCM KRK Leather Pouch	EACH	32.80	41.00
TELECOM	TOSHIBA	02319595	02319595	PLCM KRK Leather Pouch	EACH	32.80	41.00
TELECOM	TOSHIBA	02344100	02344100	KRK Wireless Server 6000	EACH	578.40	723.00
TELECOM	TOSHIBA	02344901	02344901	KRK Wireless Server, POE	EACH	283.20	354.00
TELECOM	TOSHIBA	02347000	02347000	KRK 4040 Handset	EACH	243.20	304.00
TELECOM	TOSHIBA	02431000	02431000	KRK 5020 Handset	EACH	243.20	304.00
TELECOM	TOSHIBA	02451000	02451000	KRK 5040 Handset	EACH	243.20	304.00
TELECOM	TOSHIBA	02500522	02500522	KRK Bundle, 5020 Handset	EACH	1213.60	1517.00
TELECOM	TOSHIBA	02501100	02501100	KRK 2010 Handset	EACH	80.00	100.00
TELECOM	TOSHIBA	14075210	14075210	PLCM KRK Pin Code, 150	EACH	464.80	581.00
TELECOM	TOSHIBA	27983473	27983473	PLASTIC STRIP DKT3001 10P	EACH	5.60	7.00
TELECOM	TOSHIBA	27983474	27983474	PLASTIC STRIP DKT3014 10P	EACH	10.40	13.00
TELECOM	TOSHIBA	27983475	27983475	PLASIC STRIP DKT3020 10P	EACH	10.40	13.00
TELECOM	TOSHIBA	27983480	27983480	PLASTIC STRIP DKT3010 10P	EACH	10.40	13.00
TELECOM	TOSHIBA	84642462	84642462	KRK Charger, 4020, 4040	EACH	16.00	20.00
TELECOM	TOSHIBA	84642471	84642471	KRK Pwr Supply 5020,5040	EACH	12.00	15.00
TELECOM	TOSHIBA	84642472	84642472	KRK Charger, 5020, 5040	EACH	17.60	22.00
TELECOM	TOSHIBA	84642486	84642486	KRK Pwr Supply 4020,4040	EACH	10.40	13.00
TELECOM	TOSHIBA	84718504	84718504	PLCM KRK USB Cable	EACH	3.20	4.00
TELECOM	TOSHIBA	84771926	84771926	PLCM KRK Belt Clip	EACH	7.20	9.00
TELECOM	TOSHIBA	1-AP	1-AP	ANALG LINE PROTCTR PORTA	EACH	11.04	13.80
TELECOM	TOSHIBA	1-DP	1-DP	DKT/DID PROTCTR-PORTA TYP	EACH	11.04	13.80
TELECOM	TOSHIBA	2200-37274-001	2200-37274-001	PLCM Pwr Supply,TG,MOG,SV	EACH	42.40	53.00
TELECOM	TOSHIBA	2200-37278-020	2200-37278-020	PLCM Power Supply, DCxxxx	EACH	7.20	9.00
TELECOM	TOSHIBA	350-032	350-032	ONLINE PROTCTR GRD-STAP	EACH	7.13	8.91
TELECOM	TOSHIBA	350-055	350-055	AC GROUND BAR RE UPS/COND	EACH	6.40	8.00
TELECOM	TOSHIBA	350-121	350-121	5 Point Grounding Kit	EACH	5.04	6.30
TELECOM	TOSHIBA	5S-AP	5S-AP	ANALG PROTCTR-5PIN-BASE	EACH	11.04	13.80
TELECOM	TOSHIBA	5S-DP	5S-DP	DKT/DID PROTCTR-5PIN BASE	EACH	11.04	13.80
TELECOM	TOSHIBA	6-AP	6-AP	ANALG PROTCTR-66M150 BLK	EACH	11.87	14.84
TELECOM	TOSHIBA	6-DP	6-DP	DKT/DID PROTCTR-66M150BLK	EACH	11.87	14.84
TELECOM	TOSHIBA	ABCS1A	ABCS1A	CIX100 BATT.CHRGR.SUBASSY	EACH	68.00	85.00
TELECOM	TOSHIBA	ACD-APPL-SWB	ACD-APPL-SWB	ACD APP SW PKG	EACH	684.80	856.00
TELECOM	TOSHIBA	ACD-BASC-ADDL1	ACD-BASC-ADDL1	BASIC 1 ADDL AGT	EACH	14.40	18.00
TELECOM	TOSHIBA	ACD-CALL RUTR	ACD-CALL RUTR	LIC. ACD CALL ROUTER	EACH	1036.00	1295.00
TELECOM	TOSHIBA	ACD-CT2-PRO-R2	ACD-CT2-PRO-R2	ACD 2-SLOT PC W2K-PRO USB	EACH	1240.00	1550.00
TELECOM	TOSHIBA	ACD-CT4-PRO	ACD-CT4-PRO	ACD-SERVER WIN2K PRO 4PCI	EACH	1940.00	2425.00
TELECOM	TOSHIBA	ACD-CT4-SVR	ACD-CT4-SVR	ACD-SERVER WIN2K SVR 4PCI	EACH	2880.00	3600.00
TELECOM	TOSHIBA	ACD-CT8-SVR	ACD-CT8-SVR	W2K SERVER W8PCI	EACH	4288.00	5360.00
TELECOM	TOSHIBA	ACD-D120JCT	ACD-D120JCT	12 PORT PCI CARD	EACH	1858.40	2323.00
TELECOM	TOSHIBA	ACD-DIALOG/4	ACD-DIALOG/4	INT/DIA.4-PORT BOARD	EACH	600.00	750.00
TELECOM	TOSHIBA	ACD-ENHD-ADDL1	ACD-ENHD-ADDL1	ENHANCED 1 ADDL AGT	EACH	22.40	28.00
TELECOM	TOSHIBA	ACD-IVR	ACD-IVR	OAISYS IVR OPTION	EACH	1880.00	2350.00
TELECOM	TOSHIBA	ACD-MMQ-BDL	ACD-MMQ-BDL	CHAT/WEB CALLBACK	EACH	1200.00	1500.00
TELECOM	TOSHIBA	ACD-NET PH SEAT	ACD-NET PH SEAT	LIC. PER USER NETPH/CHAT	EACH	100.80	126.00
TELECOM	TOSHIBA	ACD-NETPH-VO	ACD-NETPH-VO	NETPHONE VOIP LICENSE	EACH	42.40	53.00
TELECOM	TOSHIBA	ACD-STARTER-TOS	ACD-STARTER-TOS	ACD DONGLE BUNDLE	EACH	114.40	143.00
TELECOM	TOSHIBA	ACD-UPGR-ENHD1	ACD-UPGR-ENHD1	UPGRADE TO ENHANCED 1 AGT	EACH	10.40	13.00
TELECOM	TOSHIBA	ACD-VA-PER PORT	ACD-VA-PER PORT	LIC.PER PORT VOICE ASSIST	EACH	304.00	380.00
TELECOM	TOSHIBA	ACTU2A	ACTU2A	CIX100 PROCESSOR UNIT	EACH	636.00	795.00
TELECOM	TOSHIBA	ACTU2A-S	ACTU2A-S	CIX100-S PROCESSOR UNIT	EACH	572.00	715.00
TELECOM	TOSHIBA	ACTU3A-S	ACTU3A-S	CIX100 R4 PROCESSOR Small	EACH	636.00	795.00
TELECOM	TOSHIBA	AETS1A	AETS1A	CIX100 NIC SUBASSEMBLY	EACH	76.00	95.00

TELECOM	TOSHIBA	AMDS1A	AMDS1A	CTX100/CTX670 RM MODEM	EACH	120.00	150.00
TELECOM	TOSHIBA	APSU112A	APSU112A	CIX100 POWER SUPPLY	EACH	148.00	185.00
TELECOM	TOSHIBA	ARCS1A	ARCS1A	CIX100 4-DTMF REC. SUBASY	EACH	112.00	140.00
TELECOM	TOSHIBA	ASTU1A	ASTU1A	2-PORT STD STATION INTF	EACH	158.40	198.00
TELECOM	TOSHIBA	ATT-CT2-XPPRO	ATT-CT2-XPPRO	ATT-CONSOLE-XPPRO 2PCIB	EACH	1200.00	1500.00
TELECOM	TOSHIBA	ATT-CT2-XPRO-R3	ATT-CT2-XPRO-R3	ATT-CONSOLE-XPPRO 2PCIB	EACH	1200.00	1500.00
TELECOM	TOSHIBA	B50MT1A	B50MT1A	SHIELDING KIT	EACH	24.00	30.00
TELECOM	TOSHIBA	B5CAU1A	B5CAU1A	DK424I B PROCESSOR-5 CAB	EACH	2612.00	3265.00
TELECOM	TOSHIBA	B5CBU1A	B5CBU1A	DK424I B PROCESSOR-5 CAB	EACH	4104.00	5130.00
TELECOM	TOSHIBA	BACL240A	BACL240A	208/240 VAC POWER CORD	EACH	28.00	35.00
TELECOM	TOSHIBA	BADP120-1A	BADP120-1A	IPT1020 AC ADAPTOR	EACH	36.00	45.00
TELECOM	TOSHIBA	BATHC1A(W)	BATHC1A(W)	CTX ATT. HANDSET & CRADLE	EACH	64.00	80.00
TELECOM	TOSHIBA	BAT11A(W)	BAT11A(W)	CTX ATT. CONS. INTERFACE	EACH	280.00	350.00
TELECOM	TOSHIBA	BBCU1A	BBCU1A	CTX670 PROCESSR MAIN UNIT	EACH	872.00	1090.00
TELECOM	TOSHIBA	BBDB1A	BBDB1A	BATTERY DIST BOX-424I	EACH	304.00	380.00
TELECOM	TOSHIBA	BBMS1A	BBMS1A	CIX670 EXPAN MEM SUBASSY	EACH	472.00	590.00
TELECOM	TOSHIBA	BBTC1A-2.0M	BBTC1A-2.0M	BATTERY CABLE:BBDB TO BAT	EACH	72.00	90.00
TELECOM	TOSHIBA	BCCB120A	BCCB120A	CONDUIT BOX: 120 VAC	EACH	312.00	390.00
TELECOM	TOSHIBA	BCCB240A	BCCB240A	240V CONDUIT FM BOX	EACH	320.00	400.00
TELECOM	TOSHIBA	BCOCIS1A	BCOCIS1A	EXPN CO LINE CARD W/CLID	EACH	263.20	329.00
TELECOM	TOSHIBA	BCOCIU1A	BCOCIU1A	BASE CO LINE CARD W/CLID	EACH	343.20	429.00
TELECOM	TOSHIBA	BCTU2A/AMDS1A	BCTU2A/AMDS1A	CIX670 R4 PROCESSOR & MDM	EACH	1480.00	1850.00
TELECOM	TOSHIBA	BDCL1A-M2	BDCL1A-M2	REMOTE CABINET CABLE M2	EACH	72.00	90.00
TELECOM	TOSHIBA	BDCL1A-MS1	BDCL1A-MS1	REMOTE CABINET CABLE MS1	EACH	64.00	80.00
TELECOM	TOSHIBA	BDCL1A-S2	BDCL1A-S2	REMOTE CABINET CABLE S2	EACH	72.00	90.00
TELECOM	TOSHIBA	BECU1A	BECU1A	CTX670 EXTNDDED CNTRL UNIT	EACH	608.00	760.00
TELECOM	TOSHIBA	BESCB1A	BESCB1A	EXTERNAL SPKR CONTROL BOX	EACH	120.00	150.00
TELECOM	TOSHIBA	BESCB1A+PS	BESCB1A+PS	AMP.CNTRL BOX&PWR SPY	EACH	120.00	150.00
TELECOM	TOSHIBA	BEXS1A	BEXS1A	CIX670 EXPAN SWITCH SUB	EACH	552.00	690.00
TELECOM	TOSHIBA	BEXU1A	BEXU1A	CIX670 PROCESSOR EXP.MOD.	EACH	960.00	1200.00
TELECOM	TOSHIBA	BFIF1A	BFIF1A	FLR MNT KIT W.3WL BRKTS	EACH	80.00	100.00
TELECOM	TOSHIBA	BHEU1A	BHEU1A	HEADSET/HESB INTF W. AMP	EACH	9.60	12.00
TELECOM	TOSHIBA	BIPU-M1A	BIPU-M1A	IP STATION INTERFACE UNIT	EACH	839.20	1049.00
TELECOM	TOSHIBA	BIPU-M2A	BIPU-M2A	IP STATION INTERFACE UNIT	EACH	839.20	1049.00
TELECOM	TOSHIBA	BIPU-Q1A	BIPU-Q1A	IP QSIG INTERFACE UNIT	EACH	839.20	1049.00
TELECOM	TOSHIBA	BPC1A	BPC1A	PC INTERFACE DKT-3000	EACH	176.00	220.00
TELECOM	TOSHIBA	BPL100	BPL100	Std Li-Ion Batt Pk	EACH	42.40	53.00
TELECOM	TOSHIBA	BPL200	BPL200	Ext. Li-Ion Batt Pk	EACH	56.80	71.00
TELECOM	TOSHIBA	BPL300	BPL300	Ultra Ext. Li-Ion Batt Pk	EACH	70.40	88.00
TELECOM	TOSHIBA	BPSB240A	BPSB240A	POWER STRIP: 208 OR 240	EACH	136.00	170.00
TELECOM	TOSHIBA	BPSU672A	BPSU672A	DK424I/CTX POWER SUPPLY	EACH	280.00	350.00
TELECOM	TOSHIBA	BPTU1A	BPTU1A	PRI INTERFACE UNIT	EACH	1159.20	1449.00
TELECOM	TOSHIBA	BPTU1F	BPTU1F	ETSI PRI INTERFACE UNIT	EACH	1159.20	1449.00
TELECOM	TOSHIBA	BPX100	BPX100	BATTERY FOR I640 HS	EACH	56.80	71.00
TELECOM	TOSHIBA	BRCS1A-12	BRCS1A-12	DTMF RCVR SUB ASSY (12)	EACH	504.00	630.00
TELECOM	TOSHIBA	BRCS1A-4	BRCS1A-4	DTMF RCVR SBU ASSY (4)	EACH	232.00	290.00
TELECOM	TOSHIBA	BRCS1A-8	BRCS1A-8	DTMF RCVR SUB ASSY (8)	EACH	404.00	505.00
TELECOM	TOSHIBA	BRPSB120A	BRPSB120A	CIX670 RM CAB 120V PWR SP	EACH	80.00	100.00
TELECOM	TOSHIBA	BRPSB240A	BRPSB240A	CIX670 RM CAB 240V PWR SP	EACH	173.60	217.00
TELECOM	TOSHIBA	BRPSU670A	BRPSU670A	CTX670 RM CAB POWER SUPPS	EACH	309.60	387.00
TELECOM	TOSHIBA	BRPSU672A	BRPSU672A	CIX670 RM CAB POWER SUPPS	EACH	309.60	387.00
TELECOM	TOSHIBA	BSIS1A	BSIS1A	CTX670 SERIAL INTF. SUBAS	EACH	176.00	220.00
TELECOM	TOSHIBA	BSLS1A	BSLS1A	8 PORT SLT INTFCE SUBASSY	EACH	272.00	340.00
TELECOM	TOSHIBA	BSLU1A	BSLU1A	NO MW SLT STATION INTFCE	EACH	320.00	400.00
TELECOM	TOSHIBA	BSTCIU1A	BSTCIU1A	SLT STATION CARD W/CLID	EACH	476.80	596.00
TELECOM	TOSHIBA	BSTCIU2A	BSTCIU2A	8-crct Tel Int w/ d/sup	EACH	636.00	795.00
TELECOM	TOSHIBA	BSTU2A	BSTU2A	8-crct Tel Int w/ d/sup	EACH	452.00	565.00
TELECOM	TOSHIBA	BTSA1A	BTSA1A	TILT STAND DKT/DADM-CHRCL	EACH	14.40	18.00
TELECOM	TOSHIBA	BTSD1A	BTSD1A	TILT STAND DKT-CHAROCL	EACH	11.20	14.00
TELECOM	TOSHIBA	BVPU1A	BVPU1A	VOIP GATEWAY	EACH	2360.00	2950.00
TELECOM	TOSHIBA	BVSU1A	BVSU1A	OCA UNIT DKT-3000	EACH	36.00	45.00
TELECOM	TOSHIBA	CBS200	CBS200	NetLink 8020 Single Charger Bundle	EACH	475.20	594.00
TELECOM	TOSHIBA	CECDC2PH1AA0A	CECDC2PH1AA0A	EWP1000 w/ Std Battery	EACH	392.00	490.00
TELECOM	TOSHIBA	CECDC2PH1AA1A	CECDC2PH1AA1A	EWP1000 w/ Ext Battery	EACH	408.00	510.00

TELECOM	TOSHIBA	CECDC2PH2AA0A	CECDC2PH2AA0A	EWP2000 w/ Std Battery	EACH	431.20	539.00
TELECOM	TOSHIBA	CECDC2PH2AA1A	CECDC2PH2AA1A	EWP2000 w/ Ext Battery	EACH	447.20	559.00
TELECOM	TOSHIBA	CECNC2WS0AA5A	CECNC2WS0AA5A	TEAM Bundle WSM/NSM 5 CAL	EACH	2142.40	2678.00
TELECOM	TOSHIBA	CECNC2WS3AA0A	CECNC2WS3AA0A	TEAM Bundle WSM/NSM 30CAL	EACH	4999.20	6249.00
TELECOM	TOSHIBA	CHSU40A3	CHSU40A3	CIX40R3CABINET	EACH	463.20	579.00
TELECOM	TOSHIBA	CHSU40A3-SYS	CHSU40A3-SYS	CIX40R3 CAB/PS & GCTU2A	EACH	559.20	699.00
TELECOM	TOSHIBA	CHSUB672A	CHSUB672A	BASE CABINET	EACH	384.00	480.00
TELECOM	TOSHIBA	CHSUE672A	CHSUE672A	EXPANSION CABINET	EACH	472.00	590.00
TELECOM	TOSHIBA	CIX1004X8PKG	CIX1004X8PKG	CIX100 4X8 PACKAGE	EACH	508.00	635.00
TELECOM	TOSHIBA	CIX100ECONO	CIX100ECONO	CIX100 BASE PACKAGE	EACH	584.00	730.00
TELECOM	TOSHIBA	CIX100IPPKGLG	CIX100IPPKGLG	CIX100 IP PACKAGE LARGE	EACH	2296.00	2870.00
TELECOM	TOSHIBA	CIX100IPPKGSM	CIX100IPPKGSM	CIX100 IP PACKAGE SMALL	EACH	1116.00	1395.00
TELECOM	TOSHIBA	CIX100-SPKG	CIX100-SPKG	CIX100-S BASE PACKAGE	EACH	616.80	771.00
TELECOM	TOSHIBA	CIX100-SVMPKG2	CIX100-SVMPKG2	CIX100-S LVMU Package	EACH	1315.20	1644.00
TELECOM	TOSHIBA	CIX-100TSP	CIX-100TSP	3RD PARTY TSPI-OAI LINK	EACH	456.80	571.00
TELECOM	TOSHIBA	CIX-100TSP-USB	CIX-100TSP-USB	3RD PARTY TSPI-OAI USB	EACH	456.80	571.00
TELECOM	TOSHIBA	CIX100VMPKGLG	CIX100VMPKGLG	CIX100 VM PACKAGE LARGE	EACH	440.80	551.00
TELECOM	TOSHIBA	CIX100VMPKGSM	CIX100VMPKGSM	CIX100 VM PACKAGE SMALL	EACH	188.00	235.00
TELECOM	TOSHIBA	CIX100VMPRIPKG	CIX100VMPRIPKG	CIX100 VM PKG WITH PRI	EACH	720.00	900.00
TELECOM	TOSHIBA	CIX1200BASEPK	CIX1200BASEPK	CIX1200 Std Base Package	EACH	2844.00	3555.00
TELECOM	TOSHIBA	CIX1200BASEPKR	CIX1200BASEPKR	CIX1200 Rack Base Package	EACH	2844.00	3555.00
TELECOM	TOSHIBA	CIX1200IPPKG	CIX1200IPPKG	CIX1200 Std IP Package	EACH	3284.00	4105.00
TELECOM	TOSHIBA	CIX1200IPPKGR	CIX1200IPPKGR	CIX1200 Rack IP Package	EACH	3284.00	4105.00
TELECOM	TOSHIBA	CIX1200TECHPKG	CIX1200TECHPKG	CIX1200 TECH UPGRADE PKG	EACH	8588.80	10736.00
TELECOM	TOSHIBA	CIX-1200TSP-USB	CIX-1200TSP-USB	3RD PARTY TSPI-OAI USB	EACH	640.00	800.00
TELECOM	TOSHIBA	CIX1200VMPKGLG	CIX1200VMPKGLG	CIX1200 VM Std Pkg Large	EACH	5608.00	7010.00
TELECOM	TOSHIBA	CIX1200VMPKGLGR	CIX1200VMPKGLGR	CIX1200 VM Rack Pkg Large	EACH	5608.00	7010.00
TELECOM	TOSHIBA	CIX200-FLANGE-2	CIX200-FLANGE-2	2 CIX200 RACK MT FLANGES	EACH	4.80	6.00
TELECOM	TOSHIBA	CIX200IPPKGLG	CIX200IPPKGLG	CIX200 IP PACKAGE LARGE	EACH	2296.00	2870.00
TELECOM	TOSHIBA	CIX200IPPKGSM	CIX200IPPKGSM	CIX200 IP PACKAGE SMALL	EACH	1436.00	1795.00
TELECOM	TOSHIBA	CIX-200TSP	CIX-200TSP	3RD PARTY TSPI-OAI USB	EACH	456.80	571.00
TELECOM	TOSHIBA	CIX-200TSP-USB	CIX-200TSP-USB	3RD PARTY TSPI-OAI USB	EACH	456.80	571.00
TELECOM	TOSHIBA	CIX40IPPKG	CIX40IPPKG	CIX40 IP BASE PACKAGE	EACH	1205.60	1507.00
TELECOM	TOSHIBA	CIX40PKG	CIX40PKG	CIX40 BASE PACKAGE	EACH	520.00	650.00
TELECOM	TOSHIBA	CIX40R3-PWR-BDL	CIX40R3-PWR-BDL	CIX40R3 PS + CORD	EACH	62.40	78.00
TELECOM	TOSHIBA	CIX40UMPKG	CIX40UMPKG	CIX40 R2 UM Flexible Pkg	EACH	1484.00	1855.00
TELECOM	TOSHIBA	CIX40VMPKG	CIX40VMPKG	CIX40 VM BASE PACKAGE	EACH	1103.20	1379.00
TELECOM	TOSHIBA	CIX670BASEPK	CIX670BASEPK	CIX670 BASE PACKAGE	EACH	1105.60	1382.00
TELECOM	TOSHIBA	CIX670HOTELPK10	CIX670HOTELPK10	CIX670 Hotel Pkg 10 BSTU	EACH	3984.00	4980.00
TELECOM	TOSHIBA	CIX670IPPKG	CIX670IPPKG	CIX670 IP BASE PACKAGE	EACH	1522.40	1903.00
TELECOM	TOSHIBA	CIX-670TSP	CIX-670TSP	3RD PARTY TSPI-OAI LINK	EACH	685.60	857.00
TELECOM	TOSHIBA	CIX-670TSP-USB	CIX-670TSP-USB	3RD PARTY TSPI-OAI USB	EACH	685.60	857.00
TELECOM	TOSHIBA	CIX670VMPKGLG	CIX670VMPKGLG	CIX670 VM PACKAGE LARGE	EACH	1760.80	2201.00
TELECOM	TOSHIBA	CIX670VMPKGSM	CIX670VMPKGSM	CIX670 VM PACKAGE SMALL	EACH	564.00	705.00
TELECOM	TOSHIBA	CIX670VMPRIPKG	CIX670VMPRIPKG	CIX670 VM PKG WITH PRI	EACH	1220.00	1525.00
TELECOM	TOSHIBA	CIX-BL-ATCON-VA	CIX-BL-ATCON-VA	CIX BLK KEY LABEL ATT CON	EACH	12.80	16.00
TELECOM	TOSHIBA	CIX-CD-CACCD-VD	CIX-CD-CACCD-VD	CIX-CD-APP-S/W&DOC-LIB	EACH	8.00	10.00
TELECOM	TOSHIBA	CIX-CD-CCSDD-VA	CIX-CD-CCSDD-VA	DIAL DRIVER	EACH	8.00	10.00
TELECOM	TOSHIBA	CIX-CD-DATC-VA	CIX-CD-DATC-VA	CIX/CTX DIGITL ATT CON CD	EACH	8.00	10.00
TELECOM	TOSHIBA	CIX-CD-IPATT-VA	CIX-CD-IPATT-VA	CIX-IP-ATTCON-APPL-CDR-VA	EACH	8.00	10.00
TELECOM	TOSHIBA	CIX-CD-MASRE-VH	CIX-CD-MASRE-VH	MAS Recovery CD Set V1.23	EACH	24.00	30.00
TELECOM	TOSHIBA	CIX-CD-MASRE-VI	CIX-CD-MASRE-VI	2UMAS XPSP2C RECOVERY DVD	EACH	24.00	30.00
TELECOM	TOSHIBA	CIX-CD-MASRE-VJ	CIX-CD-MASRE-VJ	2UMAS-HMP3-RECOVERY DVD	EACH	24.00	30.00
TELECOM	TOSHIBA	CIX-CD-MASRE-VK	CIX-CD-MASRE-VK	MAS-NUANCE-RECOVERY DVD	EACH	24.00	30.00
TELECOM	TOSHIBA	CIX-CDMMASDR-VB	CIX-CDMMASDR-VB	MicroMAS-D XP2C Recov CDS	EACH	24.00	30.00
TELECOM	TOSHIBA	CIX-CDMMASDR-VC	CIX-CDMMASDR-VC	MMAS-H RECOV CDS-SG VIEW	EACH	24.00	30.00
TELECOM	TOSHIBA	CIX-CDMMASHR-VD	CIX-CDMMASHR-VD	MICROMAS-H-HMP3-Recov CDs	EACH	24.00	30.00
TELECOM	TOSHIBA	CIX-CDMMASHR-VE	CIX-CDMMASHR-VE	MMAS-H RECOV CDS-NUANCE	EACH	24.00	30.00
TELECOM	TOSHIBA	CIX-CDMMASHR-VF	CIX-CDMMASHR-VF	MMAS-H RECOV CDS-SG VIEW	EACH	24.00	30.00
TELECOM	TOSHIBA	CIX-DATTCONS	CIX-DATTCONS	CIX/CTX Attendant Console	EACH	1788.00	2235.00
TELECOM	TOSHIBA	CIX-IPATTCONS	CIX-IPATTCONS	IPATTDCON SYS-2KPRO-2PCI	EACH	1868.00	2335.00
TELECOM	TOSHIBA	CIX-KEY100-USB	CIX-KEY100-USB	CIX100 TSP LIC KEY USB	EACH	80.00	100.00
TELECOM	TOSHIBA	CIX-KEY1200-USB	CIX-KEY1200-USB	CIX1200 TSP LIC KEY USB	EACH	56.00	70.00
TELECOM	TOSHIBA	CIX-KEY200-USB	CIX-KEY200-USB	CIX200 TSP LIC KEY USB	EACH	80.00	100.00

TELECOM	TOSHIBA	CIX-KEY670-USB	CIX-KEY670-USB	CIX670 TSP LIC KEY USB	EACH	80.00	100.00
TELECOM	TOSHIBA	CIX-MA-INMT-VH	CIX-MA-INMT-VH	CIX Install Maint Manual	EACH	48.00	60.00
TELECOM	TOSHIBA	CIX-MA-INMT-VI	CIX-MA-INMT-VI	CIX Install Maint Manual	EACH	65.60	82.00
TELECOM	TOSHIBA	CIX-MA-PRGM1-VK	CIX-MA-PRGM1-VK	CIX Prog Manual Vol 1	EACH	32.00	40.00
TELECOM	TOSHIBA	CIX-MA-PRGM2-VB	CIX-MA-PRGM2-VB	CIX-STG-ES5-PROG-MANUL-VB	EACH	24.00	30.00
TELECOM	TOSHIBA	CO-A-4003	CO-A-4003	3 LED	EACH	189.60	237.00
TELECOM	TOSHIBA	CO-A-4006	CO-A-4006	6 LED	EACH	249.60	312.00
TELECOM	TOSHIBA	CO-A-4010M-AT	CO-A-4010M-AT	10 LED	EACH	261.60	327.00
TELECOM	TOSHIBA	CO-A-4010M-TG	CO-A-4010M-TG	10 LED	EACH	261.60	327.00
TELECOM	TOSHIBA	CO-A-4015-AT	CO-A-4015-AT	15 LED, Dual	EACH	312.00	390.00
TELECOM	TOSHIBA	CO-A-4015-TG	CO-A-4015-TG	15 LED, Single	EACH	312.00	390.00
TELECOM	TOSHIBA	CO-A-4020M-AT	CO-A-4020M-AT	20 LED	EACH	354.40	443.00
TELECOM	TOSHIBA	CO-A-4020M-TG	CO-A-4020M-TG	20 LED	EACH	354.40	443.00
TELECOM	TOSHIBA	CO-A-4025-AT	CO-A-4025-AT	25 LED, Dual	EACH	329.60	412.00
TELECOM	TOSHIBA	CO-A-4025-TG	CO-A-4025-TG	25 LED, Single	EACH	329.60	412.00
TELECOM	TOSHIBA	CO-A-4030-AT	CO-A-4030-AT	30 LED, Dual	EACH	396.00	495.00
TELECOM	TOSHIBA	CO-A-4030M-AT	CO-A-4030M-AT	30 LED	EACH	418.40	523.00
TELECOM	TOSHIBA	CO-A-4030M-TG	CO-A-4030M-TG	30 LED	EACH	418.40	523.00
TELECOM	TOSHIBA	CO-A-4030-TG	CO-A-4030-TG	30 LED, Single	EACH	396.00	495.00
TELECOM	TOSHIBA	CO-A-4045-AT	CO-A-4045-AT	45 LED, Dual	EACH	590.40	738.00
TELECOM	TOSHIBA	CO-A-4045-TG	CO-A-4045-TG	45 LED, Single	EACH	590.40	738.00
TELECOM	TOSHIBA	CO-A-4050-AT	CO-A-4050-AT	50 LED, Dual	EACH	658.40	823.00
TELECOM	TOSHIBA	CO-A-4050-TG	CO-A-4050-TG	50 LED, Single	EACH	658.40	823.00
TELECOM	TOSHIBA	CO-A-4060-AT	CO-A-4060-AT	60 LED, Dual	EACH	784.00	980.00
TELECOM	TOSHIBA	CO-A-4060-TG	CO-A-4060-TG	60 LED, Single	EACH	784.00	980.00
TELECOM	TOSHIBA	CO-A-4075-AT	CO-A-4075-AT	75 LED, Dual	EACH	834.40	1043.00
TELECOM	TOSHIBA	CO-A-4075-TG	CO-A-4075-TG	75 LED, Single	EACH	834.40	1043.00
TELECOM	TOSHIBA	CO-A-4100-AT	CO-A-4100-AT	100 LED, Dual	EACH	927.20	1159.00
TELECOM	TOSHIBA	CO-A-4100-TG	CO-A-4100-TG	100 LED, Single	EACH	927.20	1159.00
TELECOM	TOSHIBA	CO-A-4125-AT	CO-A-4125-AT	125 LED, Dual	EACH	1136.80	1421.00
TELECOM	TOSHIBA	CO-A-4125-TG	CO-A-4125-TG	125 LED, Single	EACH	1136.80	1421.00
TELECOM	TOSHIBA	CO-A-4150-AT	CO-A-4150-AT	150 LED, Dual	EACH	1348.80	1686.00
TELECOM	TOSHIBA	CO-A-4150-TG	CO-A-4150-TG	150 LED, Single	EACH	1348.80	1686.00
TELECOM	TOSHIBA	CO-A-4175-AT	CO-A-4175-AT	175 LED, Dual	EACH	1559.20	1949.00
TELECOM	TOSHIBA	CO-A-4175-TG	CO-A-4175-TG	175 LED, Single	EACH	1559.20	1949.00
TELECOM	TOSHIBA	CO-A-4200-AT	CO-A-4200-AT	200 LED, Dual	EACH	1684.80	2106.00
TELECOM	TOSHIBA	CO-A-4200-TG	CO-A-4200-TG	200 LED, Single	EACH	1684.80	2106.00
TELECOM	TOSHIBA	CO-A-4225-AT	CO-A-4225-AT	225 LED, Dual	EACH	1937.60	2422.00
TELECOM	TOSHIBA	CO-A-4225-TG	CO-A-4225-TG	225 LED, Single	EACH	1937.60	2422.00
TELECOM	TOSHIBA	CO-A-4448-1	CO-A-4448-1	48 Zones with 1 Red LED	EACH	1651.20	2064.00
TELECOM	TOSHIBA	CO-AUR-2000	CO-AUR-2000	AUR Sys Wireless Apps	EACH	9552.80	11941.00
TELECOM	TOSHIBA	CO-AUR-2001	CO-AUR-2001	AUR Sys Non-Wireless	EACH	7967.20	9959.00
TELECOM	TOSHIBA	CO-AUR-CLIENT	CO-AUR-CLIENT	AUR C/S (Max 10)	EACH	2042.40	2553.00
TELECOM	TOSHIBA	CO-B-111	CO-B-111	Bedside Station	EACH	45.60	57.00
TELECOM	TOSHIBA	CO-B-113	CO-B-113	Bedside Station	EACH	51.20	64.00
TELECOM	TOSHIBA	CO-B-122	CO-B-122	Bedside Station	EACH	68.00	85.00
TELECOM	TOSHIBA	CO-B-211	CO-B-211	Bedside Station	EACH	51.20	64.00
TELECOM	TOSHIBA	CO-B-222	CO-B-222	Bedside Station	EACH	84.00	105.00
TELECOM	TOSHIBA	CO-B-311	CO-B-311	Bedside Station	EACH	58.40	73.00
TELECOM	TOSHIBA	CO-B-322	CO-B-322	Bedside Station	EACH	88.80	111.00
TELECOM	TOSHIBA	CO-BB-02	CO-BB-02	Flush Metal Back Box	EACH	34.40	43.00
TELECOM	TOSHIBA	CO-BB-03	CO-BB-03	Flush Metal Back Box	EACH	60.00	75.00
TELECOM	TOSHIBA	CO-BB-04	CO-BB-04	Flush Metal Back Box	EACH	60.00	75.00
TELECOM	TOSHIBA	CO-BB-05	CO-BB-05	Flush Metal Back Box	EACH	60.00	75.00
TELECOM	TOSHIBA	CO-BB-06	CO-BB-06	Flush Metal Back Box	EACH	60.00	75.00
TELECOM	TOSHIBA	CO-BB-07	CO-BB-07	Flush Metal Back Box	EACH	68.00	85.00
TELECOM	TOSHIBA	CO-BB-08	CO-BB-08	Flush Metal Back Box	EACH	76.00	95.00
TELECOM	TOSHIBA	CO-CUSTOM-ITEM1	CO-CUSTOM-ITEM1	Custom work	EACH	6.40	8.00
TELECOM	TOSHIBA	CO-D-111	CO-D-111	Duty Station	EACH	131.20	164.00
TELECOM	TOSHIBA	CO-D-112	CO-D-112	Duty Station	EACH	110.40	138.00
TELECOM	TOSHIBA	CO-D-312	CO-D-312	Duty Station-3 gang	EACH	122.40	153.00
TELECOM	TOSHIBA	CO-DC-064E	CO-DC-064E	AUR 64 Port Collector	EACH	3333.60	4167.00
TELECOM	TOSHIBA	CO-DC-128E	CO-DC-128E	AUR 128 Port Collector	EACH	3578.40	4473.00
TELECOM	TOSHIBA	CO-DP-9000R	CO-DP-9000R	DESKTOP PAGER	EACH	731.20	914.00

TELECOM	TOSHIBA	CO-DS-110	CO-DS-110	Duty Station	EACH	114.40	143.00
TELECOM	TOSHIBA	CO-E-101	CO-E-101	Emergency Station	EACH	51.20	64.00
TELECOM	TOSHIBA	CO-E-101-CB	CO-E-101-CB	Emergency Station C-BLUE	EACH	64.00	80.00
TELECOM	TOSHIBA	CO-E-103	CO-E-103	Emergency Station Drop	EACH	58.40	73.00
TELECOM	TOSHIBA	CO-E-104-1	CO-E-104-1	Emergency String Station	EACH	34.40	43.00
TELECOM	TOSHIBA	CO-E-104-1-WP	CO-E-104-1-WP	E-104-1 WWater Seal	EACH	42.40	53.00
TELECOM	TOSHIBA	CO-E-107	CO-E-107	Check-In Station	EACH	44.00	55.00
TELECOM	TOSHIBA	CO-E-108A	CO-E-108A	Emergency Station	EACH	118.40	148.00
TELECOM	TOSHIBA	CO-E-113	CO-E-113	Emergency Station	EACH	38.40	48.00
TELECOM	TOSHIBA	CO-E-114	CO-E-114	Emergency Station	EACH	18.40	23.00
TELECOM	TOSHIBA	CO-E-114-1	CO-E-114-1	Emergency String Station	EACH	20.80	26.00
TELECOM	TOSHIBA	CO-E-114-3	CO-E-114-3	Emergency String Station	EACH	25.60	32.00
TELECOM	TOSHIBA	CO-E-114-WP	CO-E-114-WP	Emergency String Station	EACH	20.80	26.00
TELECOM	TOSHIBA	CO-E-201	CO-E-201	Emergency Station 2-gang	EACH	58.40	73.00
TELECOM	TOSHIBA	CO-E-204-1	CO-E-204-1	Emergency String Station	EACH	36.00	45.00
TELECOM	TOSHIBA	CO-E-214-3	CO-E-214-3	Emergency String Station	EACH	26.40	33.00
TELECOM	TOSHIBA	CO-GA-485	CO-GA-485	ID OPTION	EACH	612.80	766.00
TELECOM	TOSHIBA	CO-GA-ANT1	CO-GA-ANT1	RUBBER DUCK 3" ANTENNAE	EACH	44.80	56.00
TELECOM	TOSHIBA	CO-GA-ANT2	CO-GA-ANT2	CIRC POLARIZED DIR ANT	EACH	482.40	603.00
TELECOM	TOSHIBA	CO-GA-ANT3	CO-GA-ANT3	PATCH ANT WITH 3' COAX	EACH	436.80	546.00
TELECOM	TOSHIBA	CO-GA-PHI	CO-GA-PHI	PAGING OPTION (240 FEET)	EACH	339.20	424.00
TELECOM	TOSHIBA	CO-GA-PLO	CO-GA-PLO	PAGING OPTION (120 FEET)	EACH	224.00	280.00
TELECOM	TOSHIBA	CO-GA-REC	CO-GA-REC	WANDER CONTROL RECEIVER	EACH	1667.20	2084.00
TELECOM	TOSHIBA	CO-GA-REP	CO-GA-REP	PAGING REPEATER	EACH	804.80	1006.00
TELECOM	TOSHIBA	CO-GA-TAG	CO-GA-TAG	GUARDIAN ANGEL TAG	EACH	77.60	97.00
TELECOM	TOSHIBA	CO-HWN6691UA	CO-HWN6691UA	1 Lamp Dome Light	EACH	46.40	58.00
TELECOM	TOSHIBA	CO-HWN6695UA	CO-HWN6695UA	5 Lamp Dome Light	EACH	59.20	74.00
TELECOM	TOSHIBA	CO-L-101	CO-L-101	One Lamp Corridor Light	EACH	21.60	27.00
TELECOM	TOSHIBA	CO-L-102	CO-L-102	Two Lamp Corridor Light	EACH	25.60	32.00
TELECOM	TOSHIBA	CO-L-103	CO-L-103	Three Lamp Corridor Light	EACH	30.40	38.00
TELECOM	TOSHIBA	CO-L-203	CO-L-203	Three Lamp Cor 2 gang	EACH	33.60	42.00
TELECOM	TOSHIBA	CO-L-422	CO-L-422	2 Two Lamp Lights	EACH	76.00	95.00
TELECOM	TOSHIBA	CO-L-423	CO-L-423	2 Three Lamp Lights	EACH	84.80	106.00
TELECOM	TOSHIBA	CO-LC-064-E	CO-LC-064-E	AUR Light Control Unit	EACH	3333.60	4167.00
TELECOM	TOSHIBA	CO-LS-203	CO-LS-203	Buzzer 3 lamp cor 2-gang	EACH	49.60	62.00
TELECOM	TOSHIBA	CO-NA-100	CO-NA-100	NETWORK ADAPTER	EACH	240.80	301.00
TELECOM	TOSHIBA	CO-NC-102D	CO-NC-102D	Solid State Control	EACH	670.40	838.00
TELECOM	TOSHIBA	CO-P-512243A	CO-P-512243A	12/24 VDC 3 AMPS	EACH	379.20	474.00
TELECOM	TOSHIBA	CO-PP-9000-AW	CO-PP-9000-AW	Pocket Pager	EACH	189.60	237.00
TELECOM	TOSHIBA	CO-RE-100E	CO-RE-100E	Range Extender (Repeater)	EACH	726.40	908.00
TELECOM	TOSHIBA	CO-RP-102E	CO-RP-102E	HP Rep w/battery back-up	EACH	862.40	828.00
TELECOM	TOSHIBA	CO-S-111	CO-S-111	Duty Station	EACH	172.00	215.00
TELECOM	TOSHIBA	CO-S-112	CO-S-112	Duty Station	EACH	131.20	164.00
TELECOM	TOSHIBA	CO-S-234AS	CO-S-234AS	4 Button Status Station	EACH	175.20	219.00
TELECOM	TOSHIBA	CO-SE-01	CO-SE-01	Desk Top Sloped Enclosure	EACH	211.20	264.00
TELECOM	TOSHIBA	CO-SE-02	CO-SE-02	Desk Top Sloped Enclosure	EACH	211.20	264.00
TELECOM	TOSHIBA	CO-SE-03	CO-SE-03	Desk Top Sloped Enclosure	EACH	211.20	264.00
TELECOM	TOSHIBA	CO-SE-04	CO-SE-04	Desk Top Sloped Enclosure	EACH	211.20	264.00
TELECOM	TOSHIBA	CO-SE-05	CO-SE-05	Desk Top Sloped Enclosure	EACH	240.00	300.00
TELECOM	TOSHIBA	CO-SE-06	CO-SE-06	Desk Top Sloped Enclosure	EACH	240.00	300.00
TELECOM	TOSHIBA	CO-SE-07	CO-SE-07	Desk Top Sloped Enclosure	EACH	240.00	300.00
TELECOM	TOSHIBA	CO-SE-08	CO-SE-08	Desk Top Sloped Enclosure	EACH	240.00	300.00
TELECOM	TOSHIBA	CO-SRV-100E	CO-SRV-100E	Aerocomm Server Trans	EACH	314.40	393.00
TELECOM	TOSHIBA	CO-SW-106	CO-SW-106	6' Call Cord	EACH	15.20	19.00
TELECOM	TOSHIBA	CO-SW-110	CO-SW-110	10' Call Cord	EACH	21.60	27.00
TELECOM	TOSHIBA	CO-SW-206	CO-SW-206	6' Press Cord	EACH	49.60	62.00
TELECOM	TOSHIBA	CO-SW-210	CO-SW-210	10' Press Cord	EACH	84.00	105.00
TELECOM	TOSHIBA	CO-TR-9010-W5	CO-TR-9010-W5	Trans paging 5 W w/FCC	EACH	1895.20	2369.00
TELECOM	TOSHIBA	CO-TR-D100IVE	CO-TR-D100IVE	WINDOW TRANSMITTER	EACH	95.20	119.00
TELECOM	TOSHIBA	CO-TR-P100E	CO-TR-P100E	Water Res Pendant-Single	EACH	122.40	153.00
TELECOM	TOSHIBA	CO-TR-P200SE	CO-TR-P200SE	Button Trans, single	EACH	130.40	163.00
TELECOM	TOSHIBA	CO-TR-S100E	CO-TR-S100E	SMOKE DETCTOR	EACH	214.40	268.00
TELECOM	TOSHIBA	CO-TR-ST100BE	CO-TR-ST100BE	AUR Bed Station, Single	EACH	244.80	306.00
TELECOM	TOSHIBA	CO-TR-ST100E	CO-TR-ST100E	AUR Pull Cord (Surface)	EACH	111.20	139.00

TELECOM	TOSHIBA	CO-TR-U100IVE	CO-TR-U100IVE	Reduced Size Univ Trans	EACH	87.20	109.00
TELECOM	TOSHIBA	CO-WE-01	CO-WE-01	Surface Wall Enclosure	EACH	131.20	164.00
TELECOM	TOSHIBA	CO-WE-02	CO-WE-02	Surface Wall Enclosure	EACH	131.20	164.00
TELECOM	TOSHIBA	CO-WE-03	CO-WE-03	Surface Wall Enclosure	EACH	131.20	164.00
TELECOM	TOSHIBA	CO-WE-04	CO-WE-04	Surface Wall Enclosure	EACH	131.20	164.00
TELECOM	TOSHIBA	CO-WE-05	CO-WE-05	Surface Wall Enclosure	EACH	160.00	200.00
TELECOM	TOSHIBA	CO-WE-06	CO-WE-06	Surface Wall Enclosure	EACH	160.00	200.00
TELECOM	TOSHIBA	CO-WE-07	CO-WE-07	Surface Wall Enclosure	EACH	160.00	200.00
TELECOM	TOSHIBA	CO-WE-08	CO-WE-08	Surface Wall Enclosure	EACH	160.00	200.00
TELECOM	TOSHIBA	CO-Z-103	CO-Z-103	Zone Light-2 gang	EACH	165.60	207.00
TELECOM	TOSHIBA	CO-Z-203	CO-Z-203	Zone Light-2 gang	EACH	185.60	232.00
TELECOM	TOSHIBA	CPA316	CPA316	LINK3000 ANALOG MODULE	EACH	3014.40	3768.00
TELECOM	TOSHIBA	CPD316	CPD316	LINK3000 UNIV DIGI MOD	EACH	3014.40	3768.00
TELECOM	TOSHIBA	CSC320	CSC320	LINK3000 20SHLF SYS CTRLR	EACH	13903.20	17379.00
TELECOM	TOSHIBA	CSO301	CSO301	LINK3000 1SHLF OAI CTRLR	EACH	9485.60	11857.00
TELECOM	TOSHIBA	CTI-NETPH-ACD	CTI-NETPH-ACD	STRATA ACD SYSTEM ADDON	EACH	227.20	284.00
TELECOM	TOSHIBA	CTI-NETPH-ST10	CTI-NETPH-ST10	NETPHONE 10 CLIENT PACK	EACH	684.80	856.00
TELECOM	TOSHIBA	CTI-NETPH-SWB	CTI-NETPH-SWB	NETPHONE SW ONLY BUNDLE	EACH	684.80	856.00
TELECOM	TOSHIBA	CTI-OCS-TOS	CTI-OCS-TOS	OCS RCC DONGLE	EACH	80.00	100.00
TELECOM	TOSHIBA	CTI-TAS-ESSBASE	CTI-TAS-ESSBASE	ESSENTIAL BASE SYSTEM	EACH	1314.40	1643.00
TELECOM	TOSHIBA	CTI-TAS-ESSCLI	CTI-TAS-ESSCLI	ESSENTIAL CLIENT	EACH	160.00	200.00
TELECOM	TOSHIBA	CTI-TAS-ESSEXTN	CTI-TAS-ESSEXTN	ESSENTIAL ADDL EXTENSION	EACH	228.80	286.00
TELECOM	TOSHIBA	CTI-TAS-ESSXML	CTI-TAS-ESSXML	ESSENTIAL XML RECORD	EACH	1143.20	1429.00
TELECOM	TOSHIBA	CTI-TASKE-AGENT	CTI-TASKE-AGENT	TASKE AGENT	EACH	114.40	143.00
TELECOM	TOSHIBA	CTI-TASKE-BASE	CTI-TASKE-BASE	TASKE BASE SYSTEM	EACH	1600.00	2000.00
TELECOM	TOSHIBA	CTI-TASKE-CONV	CTI-TASKE-CONV	TASKE CONVERSION	EACH	2856.00	3570.00
TELECOM	TOSHIBA	CTI-TASKE-DC1	CTI-TASKE-DC1	TASKE DISPLAY CENTRAL	EACH	1085.60	1357.00
TELECOM	TOSHIBA	CTI-TASKE-DESUP	CTI-TASKE-DESUP	TASKE DESKTOP RULE	EACH	95.20	119.00
TELECOM	TOSHIBA	CTI-TASKE-ENTER	CTI-TASKE-ENTER	TASKE ENTERPRISE	EACH	1714.40	2143.00
TELECOM	TOSHIBA	CTI-TASKE-MT	CTI-TASKE-MT	MYTASKEREPORTER BASIC	EACH	1600.00	2000.00
TELECOM	TOSHIBA	CTI-TASKE-MTSUP	CTI-TASKE-MTSUP	MYTASKEREPORT SUPERVISOR	EACH	342.40	428.00
TELECOM	TOSHIBA	CTI-TASKE-MTUPG	CTI-TASKE-MTUPG	MYTASKEREPORT UPGRADE	EACH	1428.00	1785.00
TELECOM	TOSHIBA	CTI-TASKE-SIGN	CTI-TASKE-SIGN	TASKE DESKTOP SIGN	EACH	190.40	238.00
TELECOM	TOSHIBA	CTI-TASKE-SUP1	CTI-TASKE-SUP1	TASKE SUPERVISOR 1	EACH	640.00	800.00
TELECOM	TOSHIBA	CTI-TASKE-SUP10	CTI-TASKE-SUP10	TASKE SUPERVISOR 10	EACH	5428.00	6785.00
TELECOM	TOSHIBA	CTI-TASKE-SUP3	CTI-TASKE-SUP3	TASKE SUPERVISOR 3	EACH	2171.20	2714.00
TELECOM	TOSHIBA	CTI-TASKE-SUP5	CTI-TASKE-SUP5	TASKE SUPERVISOR 5	EACH	3256.00	4070.00
TELECOM	TOSHIBA	CTI-TASKE-XML	CTI-TASKE-XML	TASKE XML CALL RECORD	EACH	1632.80	2041.00
TELECOM	TOSHIBA	CTI-TMENT-2003	CTI-TMENT-2003	TRACER/TALKUMENT WIN2003	EACH	1365.60	1707.00
TELECOM	TOSHIBA	CTI-TMENT-SOA	CTI-TMENT-SOA	TALKUMENT SMALL ANALOG	EACH	5600.00	7000.00
TELECOM	TOSHIBA	CTI-TMENT-SOF	CTI-TMENT-SOF	TALKUMENT SMALL OFFICE	EACH	4114.40	5143.00
TELECOM	TOSHIBA	CTI-TMENT-SUPG	CTI-TMENT-SUPG	TALKUMENT SO UPDATE	EACH	3314.40	4143.00
TELECOM	TOSHIBA	CTI-TMENT-SWPP	CTI-TMENT-SWPP	TALKUMENT 1 VOIP LIC	EACH	228.80	286.00
TELECOM	TOSHIBA	CTI-TMENT-SYS	CTI-TMENT-SYS	TALKUMENT SYSTEM	EACH	7428.80	9286.00
TELECOM	TOSHIBA	CTI-TRACER-16P	CTI-TRACER-16P	TRACER 16 PORT VOICE	EACH	2308.80	2886.00
TELECOM	TOSHIBA	CTI-TRACER-16S	CTI-TRACER-16S	TRACER 16 PORT STATION	EACH	2856.80	3571.00
TELECOM	TOSHIBA	CTI-TRACER-24A	CTI-TRACER-24A	TRACER 24 ANALOG PORT	EACH	3085.60	3857.00
TELECOM	TOSHIBA	CTI-TRACER-24P	CTI-TRACER-24P	TRACER SINGLE T1	EACH	4000.00	5000.00
TELECOM	TOSHIBA	CTI-TRACER-24PB	CTI-TRACER-24PB	TRACER T1 W/LICENSE	EACH	6856.80	8571.00
TELECOM	TOSHIBA	CTI-TRACER-24S	CTI-TRACER-24S	TRACER 24 PORT STATION	EACH	3908.80	4886.00
TELECOM	TOSHIBA	CTI-TRACER-48P	CTI-TRACER-48P	TRACER DUAL T1	EACH	5714.40	7143.00
TELECOM	TOSHIBA	CTI-TRACER-48PB	CTI-TRACER-48PB	TRACER DUAL T1 W/LICENSE	EACH	11428.80	14286.00
TELECOM	TOSHIBA	CTI-TRACER-4P	CTI-TRACER-4P	TRACER 4 PORT VOICE	EACH	696.80	871.00
TELECOM	TOSHIBA	CTI-TRACER-8P	CTI-TRACER-8P	TRACER 8 PORT VOICE	EACH	1314.40	1643.00
TELECOM	TOSHIBA	CTI-TRACER-8S	CTI-TRACER-8S	TRACER 8 PORT STATION	EACH	1805.60	2257.00
TELECOM	TOSHIBA	CTI-TRACER-8SD	CTI-TRACER-8SD	TRACER 8 PORT ADDON	EACH	1080.00	1350.00
TELECOM	TOSHIBA	CTI-TRACER-AD	CTI-TRACER-AD	TRACER ADVANCED BASE	EACH	5685.60	7107.00
TELECOM	TOSHIBA	CTI-TRACER-ADP	CTI-TRACER-ADP	TRACER ADV PLUS BASE	EACH	11154.40	13943.00
TELECOM	TOSHIBA	CTI-TRACER-ADPR	CTI-TRACER-ADPR	TRACER ADV PLUS RAID	EACH	12268.80	15336.00
TELECOM	TOSHIBA	CTI-TRACER-ADR	CTI-TRACER-ADR	TRACER ADVANCED BASE RAID	EACH	6571.20	8214.00
TELECOM	TOSHIBA	CTI-TRACER-CCM	CTI-TRACER-CCM	TRACER ADDON TO TALKUMENT	EACH	5714.40	7143.00
TELECOM	TOSHIBA	CTI-TRACER-CLI	CTI-TRACER-CLI	TRACER MANAGEMENT CLIENT	EACH	571.20	714.00
TELECOM	TOSHIBA	CTI-TRACER-INT	CTI-TRACER-INT	TRACER INTEGRATION	EACH	3051.20	3814.00
TELECOM	TOSHIBA	CTI-TRACER-RAD	CTI-TRACER-RAD	TRACER AD REFRESH	EACH	3411.20	4264.00

TELECOM	TOSHIBA	CTI-TRACER-RADP	CTI-TRACER-RADP	TRACER ADP REFRESH	EACH	6692.80	8366.00
TELECOM	TOSHIBA	CTI-TRACER-RADR	CTI-TRACER-RADR	TRACER AD RAID REFRESH	EACH	3943.20	4929.00
TELECOM	TOSHIBA	CTI-TRACER-RAPR	CTI-TRACER-RAPR	TRACER ADP RAID REFRESH	EACH	7256.80	9071.00
TELECOM	TOSHIBA	CTI-TRACER-RPT	CTI-TRACER-RPT	TRACER REPORTER	EACH	1714.40	2143.00
TELECOM	TOSHIBA	CTI-TRACER-RSTD	CTI-TRACER-RSTD	TRACER STD REFRESH	EACH	2160.00	2700.00
TELECOM	TOSHIBA	CTI-TRACER-SCRC	CTI-TRACER-SCRC	TRACER SCREEN REC CLIENT	EACH	114.40	143.00
TELECOM	TOSHIBA	CTI-TRACER-SCRS	CTI-TRACER-SCRS	TRACER SCREEN REC SERVER	EACH	6114.40	7643.00
TELECOM	TOSHIBA	CTI-TRACER-SCSW	CTI-TRACER-SCSW	TRACER SCREEN REC SW	EACH	3655.20	4569.00
TELECOM	TOSHIBA	CTI-TRACER-SIPB	CTI-TRACER-SIPB	TRACER SIP BASE SOFTWARE	EACH	1143.20	1429.00
TELECOM	TOSHIBA	CTI-TRACER-SP10	CTI-TRACER-SP10	TRACER ADDL 10	EACH	343.20	429.00
TELECOM	TOSHIBA	CTI-TRACER-SP20	CTI-TRACER-SP20	TRACER ADDL 20	EACH	571.20	714.00
TELECOM	TOSHIBA	CTI-TRACER-SP50	CTI-TRACER-SP50	TRACER ADDL 50	EACH	1143.20	1429.00
TELECOM	TOSHIBA	CTI-TRACER-ST	CTI-TRACER-ST	TRACER STD BASE	EACH	3600.00	4500.00
TELECOM	TOSHIBA	CTI-TRACER-STR	CTI-TRACER-STR	TRACER STD BASE RAID	EACH	4543.20	5679.00
TELECOM	TOSHIBA	CTI-TRACER-VOIP	CTI-TRACER-VOIP	TRACER COIP RECORD ENGINE	EACH	456.80	571.00
TELECOM	TOSHIBA	CTI-TRACER-VP	CTI-TRACER-VP	TRACER VOICE PORT	EACH	228.80	286.00
TELECOM	TOSHIBA	CTI-UNIFIER20	CTI-UNIFIER20	UNIFIER 20 NODE LICENSE	EACH	3199.20	3999.00
TELECOM	TOSHIBA	CTX28-AC-ADAPTR	CTX28-AC-ADAPTR	CTX28 AC ADAPTOR	EACH	60.80	76.00
TELECOM	TOSHIBA	CTX28-PWR-ADPTR	CTX28-PWR-ADPTR	CTX28 AC ADAPTOR WITH AC	EACH	62.40	78.00
TELECOM	TOSHIBA	CTX-GVMU-MODEM	CTX-GVMU-MODEM	GVMU EXT MODEM ZOOM 3049	EACH	128.00	160.00
TELECOM	TOSHIBA	CTX-LCD-MONITOR	CTX-LCD-MONITOR	17IN FLAT LCD MONITOR	EACH	716.00	895.00
TELECOM	TOSHIBA	CTX-MA-GVMU-VB	CTX-MA-GVMU-VB	CTX28-GVMU-PROGRAM-MANUAL	EACH	32.00	40.00
TELECOM	TOSHIBA	DADM3020	DADM3020	20 KEY ADD-ON MODULE-CHAR	EACH	120.00	150.00
TELECOM	TOSHIBA	DADM3020(W)	DADM3020(W)	20 KEY ADD-ON MOD-WHITE	EACH	120.00	150.00
TELECOM	TOSHIBA	DADM3220	DADM3220	20-KEY DIGITAL ADM	EACH	120.00	150.00
TELECOM	TOSHIBA	DATT-102	DATT-102	ATTENDANT CONSOLE	EACH	760.00	950.00
TELECOM	TOSHIBA	DCD100	DCD100	Dual Charging Stand	EACH	70.40	88.00
TELECOM	TOSHIBA	DCH1000	DCH1000	Desktop Charger	EACH	39.20	49.00
TELECOM	TOSHIBA	DCH6000	DCH6000	Desktop Charger	EACH	220.00	275.00
TELECOM	TOSHIBA	DCS100	DCS100	Single Charging Stand	EACH	49.60	62.00
TELECOM	TOSHIBA	DCX200	DCX200	DUAL CHRGR STAND FOR #640	EACH	68.80	86.00
TELECOM	TOSHIBA	DDCB3A	DDCB3A	DOOR PHONE CONTROL BOX	EACH	92.00	115.00
TELECOM	TOSHIBA	DDS-5+	DDS-5+	D-LINK10/100 5PORT SWITCH	EACH	56.00	70.00
TELECOM	TOSHIBA	DDSS3060	DDSS3060	60 KEY DSS CONSOLE-CHARCL	EACH	264.00	330.00
TELECOM	TOSHIBA	DDSS3260	DDSS3260	60-KEY DIGITAL DSS CON	EACH	264.00	330.00
TELECOM	TOSHIBA	DKSU-24	DKSU-24	DKSU-24	EACH	1004.00	1255.00
TELECOM	TOSHIBA	DKSUB16A	DKSUB16A	DIGITAL KEY SERVICE UNIT	EACH	732.00	916.00
TELECOM	TOSHIBA	DKSUB280A	DKSUB280A	BASE CABINET W/POWR SUPPLY	EACH	584.00	730.00
TELECOM	TOSHIBA	DKSUB424A	DKSUB424A	BASE CABINET 6/8 SLOT OPT	EACH	381.60	477.00
TELECOM	TOSHIBA	DKT2001	DKT2001	SINGLE LINE DKT	EACH	60.00	75.00
TELECOM	TOSHIBA	DKT2010-S	DKT2010-S	10 KEY DIGITAL SPKPH-GRY	EACH	108.00	135.00
TELECOM	TOSHIBA	DKT2020-FDSP	DKT2020-FDSP	20 KEY DIGITAL FDSP	EACH	244.00	305.00
TELECOM	TOSHIBA	DKT2020-FDSP(W)	DKT2020-FDSP(W)	FULL DUPLEX SPKRPH-WHITE	EACH	244.00	305.00
TELECOM	TOSHIBA	DKT2104-CT	DKT2104-CT	CORDESS DKT 900 MHZ NBFM	EACH	400.00	500.00
TELECOM	TOSHIBA	DKT2404-PRGKT	DKT2404-PRGKT	Programming Kit	EACH	203.20	264.00
TELECOM	TOSHIBA	DKT2404-UDR200	DKT2404-UDR200	Repeater for DKT2404-DECT	EACH	135.20	169.00
TELECOM	TOSHIBA	DKT3001	DKT3001	SINGLE LINE DKT-CHARCOAL	EACH	60.00	75.00
TELECOM	TOSHIBA	DKT3001(W)	DKT3001(W)	SINGLE LINE DKT-WHITE	EACH	60.00	75.00
TELECOM	TOSHIBA	DKT3010-S	DKT3010-S	10 KEY DKT SPKRPH-CHARCL	EACH	108.00	135.00
TELECOM	TOSHIBA	DKT3010-SD	DKT3010-SD	10 KEY DKT LCD SPK-CHAR	EACH	148.00	185.00
TELECOM	TOSHIBA	DKT3020-S	DKT3020-S	20 KEY DKT SPKRPH-CHARCL	EACH	152.00	190.00
TELECOM	TOSHIBA	DKT3020-SD	DKT3020-SD	20 KEY DKT LCD SPKR-CHAR	EACH	180.00	225.00
TELECOM	TOSHIBA	DKT3201	DKT3201	1-KEY DIGITAL PHONE	EACH	60.00	75.00
TELECOM	TOSHIBA	DKT3207-SDNET	DKT3207-SDNET	7-KEY LCD DKT BLACK NET	EACH	85.60	107.00
TELECOM	TOSHIBA	DKT3207-SDWNET	DKT3207-SDWNET	7-KEY LCD DKT WHITE NET	EACH	85.60	107.00
TELECOM	TOSHIBA	DKT3210-S	DKT3210-S	10-KEY DIGITAL PHONE	EACH	108.00	135.00
TELECOM	TOSHIBA	DKT3210-SD	DKT3210-SD	10-KEY DIGITAL LCD PHONE	EACH	148.00	185.00
TELECOM	TOSHIBA	DKT3210-SDNET	DKT3210-SDNET	10-KEY LCD DKT BACK NET	EACH	114.40	143.00
TELECOM	TOSHIBA	DKT3210-SDWNET	DKT3210-SDWNET	10-KEY LCD DKT WHITE NET	EACH	114.40	143.00
TELECOM	TOSHIBA	DKT3210-SNET	DKT3210-SNET	10-KEY DKT BLACK NET	EACH	85.60	107.00
TELECOM	TOSHIBA	DKT3214-SDL	DKT3214-SDL	14-KEY DIGITAL LCD PHONE	EACH	260.00	325.00
TELECOM	TOSHIBA	DKT3214-SDLNET	DKT3214-SDLNET	14-KEY LCD DKT BLACK NET	EACH	216.80	271.00
TELECOM	TOSHIBA	DKT3214-SDLWNET	DKT3214-SDLWNET	14-KEY LCD DKT WHITE NET	EACH	216.80	271.00
TELECOM	TOSHIBA	DKT3220-S	DKT3220-S	20-KEY DIGITAL PHONE	EACH	152.00	190.00

TELECOM	TOSHIBA	DKT3220-SD(W)	DKT3220-SD(W)	20KEY WHT. DIG. LCD PHONE	EACH	180.00	225.00
TELECOM	TOSHIBA	DKT3220-SDNET	DKT3220-SDNET	20-KEY LCD DKT BACK NET	EACH	143.20	179.00
TELECOM	TOSHIBA	DKT3220-SDWNET	DKT3220-SDWNET	20-KEY LCD DKT WHITE NET	EACH	143.20	179.00
TELECOM	TOSHIBA	DKT3220-SNET	DKT3220-SNET	20-KEY DKT BLACK NET	EACH	114.40	143.00
TELECOM	TOSHIBA	DMG1004LSW	DMG1004LSW	DIAL 4 PORT MEDIA GW	EACH	987.20	1234.00
TELECOM	TOSHIBA	DMG1008LSW	DMG1008LSW	DIAL 8 PORT MEDIA GW	EACH	1394.40	1743.00
TELECOM	TOSHIBA	DP5018-SNET	DP5018-SNET	10-key DKT Net	EACH	85.60	107.00
TELECOM	TOSHIBA	DP5022-SDMNET	DP5022-SDMNET	10-key LCD DKT Net	EACH	85.60	107.00
TELECOM	TOSHIBA	DP5022-SDNET	DP5022-SDNET	10-key LCD DKT Net	EACH	114.40	143.00
TELECOM	TOSHIBA	DP5032-SDNET	DP5032-SDNET	20-key LCD DKT Net	EACH	143.20	179.00
TELECOM	TOSHIBA	DP5122-SDNET	DP5122-SDNET	10-key B-LCD DKT Net	EACH	151.20	189.00
TELECOM	TOSHIBA	DP5130-FSDLNET	DP5130-FSDLNET	10-key B-LCD DKT FD Net	EACH	261.60	327.00
TELECOM	TOSHIBA	DP5130-SDLNET	DP5130-SDLNET	10-key B-9LCD DKT Net	EACH	212.80	266.00
TELECOM	TOSHIBA	DP5132-SDNET	DP5132-SDNET	20-key B-LCD DKT Net	EACH	176.80	221.00
TELECOM	TOSHIBA	DPFT-102	DPFT-102	POWER FAILURE TRANSFER	EACH	128.00	160.00
TELECOM	TOSHIBA	E1 PACKAGE	E1 PACKAGE	E1 PACKAGE FOR LATIN AMERICA	EACH	2556.00	3195.00
TELECOM	TOSHIBA	EFMC-25UL-PKG	EFMC-25UL-PKG	25 User System Package	EACH	5540.00	6925.00
TELECOM	TOSHIBA	EFMC-5UL-PKG	EFMC-5UL-PKG	5 User System Package	EACH	1980.00	2475.00
TELECOM	TOSHIBA	EFMC-5ULPKG-NFR	EFMC-5ULPKG-NFR	5 User System Package NFR	EACH	1371.20	1714.00
TELECOM	TOSHIBA	EFMC-LIC-25UL	EFMC-LIC-25UL	25 USER LICENSE	EACH	3531.20	4414.00
TELECOM	TOSHIBA	EFMC-LIC-5UL	EFMC-LIC-5UL	25 user license	EACH	832.00	1040.00
TELECOM	TOSHIBA	EFMC-LIC5UL-NFR	EFMC-LIC5UL-NFR	5 User License NFR	EACH	594.40	743.00
TELECOM	TOSHIBA	EFMC-RCVRY-A	EFMC-RCVRY-A	uMobility Recovery CD r-A	EACH	26.40	33.00
TELECOM	TOSHIBA	EFMC-RCVRY-B	EFMC-RCVRY-B	uMobility Recovery CD r-B	EACH	26.40	33.00
TELECOM	TOSHIBA	EFMC-RCVRY-D	EFMC-RCVRY-D	uMobility Recovery CD r-D	EACH	26.40	33.00
TELECOM	TOSHIBA	EKT-6000N-MSG	EKT-6000N-MSG	SINGLE LINE EKT MSG WTNG.	EACH	76.00	95.00
TELECOM	TOSHIBA	EKT-6010-H	EKT-6010-H	10 KEY EKT/HANDSFREE ANS.	EACH	104.00	130.00
TELECOM	TOSHIBA	EKT-6010-H W/O	EKT-6010-H W/O	10 KEY EKT/HANDSFRE NOLOGO	EACH	104.00	130.00
TELECOM	TOSHIBA	EKT-6010-S	EKT-6010-S	10 KEY EKT/SPEAKERPHONE	EACH	128.00	160.00
TELECOM	TOSHIBA	EKT-6010-S W/O	EKT-6010-S W/O	10 KEY SPKRPHONE NOLOGO	EACH	128.00	160.00
TELECOM	TOSHIBA	EKT-6010-SB W/O	EKT-6010-SB W/O	10 KEY BLF SPKRPHNE NOLOG	EACH	168.00	210.00
TELECOM	TOSHIBA	EKT-6015-S	EKT-6015-S	10 KEY EKT W/SPEAKERPHONE	EACH	128.00	160.00
TELECOM	TOSHIBA	EKT-6015-SB	EKT-6015-SB	10 KEY BLF EKT W/SPKPHONE	EACH	168.00	210.00
TELECOM	TOSHIBA	EKT-6020-H W/O	EKT-6020-H W/O	20 KEY HANDSFREE NO LOGO	EACH	136.00	170.00
TELECOM	TOSHIBA	EKT-6020-S W/O	EKT-6020-S W/O	20 KEY SPKRPHONE NO LOGO	EACH	160.00	200.00
TELECOM	TOSHIBA	EKT-6020-SD W/O	EKT-6020-SD W/O	20 KEY LCD EKT NO LOGO	EACH	224.00	280.00
TELECOM	TOSHIBA	EKT-6025-H	EKT-6025-H	20 KEY W/HANDSFREE	EACH	136.00	170.00
TELECOM	TOSHIBA	EKT-6025-S	EKT-6025-S	20 KEY EKT W/SPEAKERPHONE	EACH	160.00	200.00
TELECOM	TOSHIBA	EKT-6025-SD	EKT-6025-SD	20 KEY EKT W/SPEAKERPHONE	EACH	224.00	280.00
TELECOM	TOSHIBA	EL DISPLAY	EL DISPLAY	DISPLAY ATTN FOR CONSOLE	EACH	1393.60	1742.00
TELECOM	TOSHIBA	EXP9580	EXP9580	REPLCMT BTRY DKT2004-CT	EACH	40.00	50.00
TELECOM	TOSHIBA	EXP9586	EXP9586	EXTENDED BTRY DKT2004-CT	EACH	64.00	80.00
TELECOM	TOSHIBA	EXP9590	EXP9590	REP-EXTMEM BTRY-DKT2004CT	EACH	40.00	50.00
TELECOM	TOSHIBA	FER-CORE-ISDN	FER-CORE-ISDN	FERRITE CORE FOR PRI,BRI	EACH	8.00	10.00
TELECOM	TOSHIBA	GCQ100	GCQ100	Quad Charger, Balt Packs	EACH	221.60	277.00
TELECOM	TOSHIBA	GETS1A	GETS1A	CTX28 100BASE TX PCB	EACH	76.00	95.00
TELECOM	TOSHIBA	GN01-0241	GN01-0241	GN2110	EACH	53.60	67.00
TELECOM	TOSHIBA	GN02-3000	GN02-3000	Busy indicator light	EACH	24.00	30.00
TELECOM	TOSHIBA	GN1903-820-107	GN1903-820-107	GN1900 Single	EACH	42.40	53.00
TELECOM	TOSHIBA	GN1909-820-107	GN1909-820-107	GN1900 Dual	EACH	55.20	69.00
TELECOM	TOSHIBA	GN1983-829-107	GN1983-829-107	GN1900 USB Single	EACH	41.60	52.00
TELECOM	TOSHIBA	GN1989-829-107	GN1989-829-107	GN1900 USB Dual	EACH	53.60	67.00
TELECOM	TOSHIBA	GN2104-820-105	GN2104-820-105	GN2100 NC 4 In1	EACH	84.00	105.00
TELECOM	TOSHIBA	GN220-09	GN220-09	Jabra Link 220	EACH	56.00	70.00
TELECOM	TOSHIBA	GN27352101	GN27352101	Training cord	EACH	18.40	23.00
TELECOM	TOSHIBA	GN5078-228-109	GN5078-228-109	BT 530 USB	EACH	78.40	98.00
TELECOM	TOSHIBA	GN88011-96	GN88011-96	GN1210 CORD	EACH	23.20	29.00
TELECOM	TOSHIBA	GN9129-808-215	GN9129-808-215	GN9125 DUO	EACH	232.80	291.00
TELECOM	TOSHIBA	GVMU1A	GVMU1A	CTX 4 PORT VM PCB	EACH	651.20	814.00
TELECOM	TOSHIBA	GVMU2A	GVMU2A	GVMU EHGL/SPANISH PROMPTS	EACH	651.20	814.00
TELECOM	TOSHIBA	GVMU-42H-CHIP	GVMU-42H-CHIP	GVMU CHIP KIT 420H	EACH	20.00	25.00
TELECOM	TOSHIBA	HDST ASSY DKT3B	HDST ASSY DKT3B	HANDSET&CORD GRAY DKT3K	EACH	16.80	21.00
TELECOM	TOSHIBA	HDST ASSY DKT3W	HDST ASSY DKT3W	HANDSET&CORD WHITE DKT3K	EACH	16.80	21.00
TELECOM	TOSHIBA	HDST CRD 6'WH	HDST CRD 6'WH	HANDSET CORD 6'MDLR.WHITE	EACH	1.80	2.25

TELECOM	TOSHIBA	HESB	HESB	EXTERNAL SPEAKER AMPLFR.	EACH	140.00	175.00
TELECOM	TOSHIBA	HESC1A-65	HESC1A-65	HESB CONNECTOR CABLE	EACH	12.00	15.00
TELECOM	TOSHIBA	I-25-MBX-PKG	I-25-MBX-PKG	25 BASIC MAILBOX PKG	EACH	204.00	255.00
TELECOM	TOSHIBA	I-50-MBX-PKG	I-50-MBX-PKG	50 BASIC MAILBOX PKG	EACH	400.00	500.00
TELECOM	TOSHIBA	I-CM-1	I-CM-1	Call Manager	EACH	116.80	146.00
TELECOM	TOSHIBA	I-CM-STD1	I-CM-STD1	Call Manager Standard	EACH	24.00	30.00
TELECOM	TOSHIBA	I-CM-V1	I-CM-V1	Call Manager Voice	EACH	48.80	61.00
TELECOM	TOSHIBA	I-CP-ACD	I-CP-ACD	ACD Application License	EACH	480.00	600.00
TELECOM	TOSHIBA	I-CP-ATT	I-CP-ATT	Attendant Console	EACH	519.20	649.00
TELECOM	TOSHIBA	I-CP-AUX	I-CP-AUX	Auxiliary Channel License	EACH	48.00	60.00
TELECOM	TOSHIBA	I-CP-CSTA	I-CP-CSTA	CSTA license	EACH	102.40	128.00
TELECOM	TOSHIBA	I-CP-IPENET	I-CP-IPENET	IPedge Net Lic	EACH	76.00	95.00
TELECOM	TOSHIBA	I-CP-SOFTIPT	I-CP-SOFTIPT	Enable one SoftIPT	EACH	105.60	132.00
TELECOM	TOSHIBA	I-CP-TRUNK	I-CP-TRUNK	Trunk channel	EACH	68.00	85.00
TELECOM	TOSHIBA	I-CP-USR2	I-CP-USR2	2 SIP Lines	EACH	140.00	175.00
TELECOM	TOSHIBA	I-CP-USR-EC	I-CP-USR-EC	User/endpoint Lic. on EC	EACH	82.40	103.00
TELECOM	TOSHIBA	I-CP-USR-EM	I-CP-USR-EM	User/endpoint Lic. on EM	EACH	122.40	153.00
TELECOM	TOSHIBA	I-CP-USR-EP	I-CP-USR-EP	User/endpoint Lic. on EP	EACH	59.20	74.00
TELECOM	TOSHIBA	IDC100	IDC100	DC POWER SUPPLY 48V	EACH	1751.20	2189.00
TELECOM	TOSHIBA	IDM5060	IDM5060	60 KEY IP DSS CONSOLE	EACH	277.60	347.00
TELECOM	TOSHIBA	I-EP-1A	I-EP-1A	IPedge EP server	EACH	630.40	788.00
TELECOM	TOSHIBA	IES16-CF-2GB	IES16-CF-2GB	IES16 2GB COMPACT FLASH	EACH	133.60	167.00
TELECOM	TOSHIBA	IES16-UP-4PORT	IES16-UP-4PORT	IES16 4 PORT UPGRADE	EACH	2160.00	2700.00
TELECOM	TOSHIBA	IES16-XP-08-PKG	IES16-XP-08-PKG	IES16 XPE 8 PORT PACKAGE	EACH	3312.00	4140.00
TELECOM	TOSHIBA	IES16-XP-12-PKG	IES16-XP-12-PKG	IES16 XPE 12 PORT PACKAGE	EACH	5049.60	6312.00
TELECOM	TOSHIBA	IES16-XP-16-PKG	IES16-XP-16-PKG	IES16 XPE 16 PORT PACKAGE	EACH	6440.80	8051.00
TELECOM	TOSHIBA	IES16-XP-4GB CF	IES16-XP-4GB CF	IES16 XPE SPARE 4GB CF	EACH	171.20	214.00
TELECOM	TOSHIBA	IES16-XPE-4	IES16-XPE-4	SG-IES16-XPE-4P-20UM	EACH	2512.00	3140.00
TELECOM	TOSHIBA	IES32-04-SVR	IES32-04-SVR	4 PORT IES32 NTE SERVER	EACH	2376.00	2970.00
TELECOM	TOSHIBA	IES32-08-SVR	IES32-08-SVR	8 PORT IES32 NTE SERVER	EACH	4496.00	5620.00
TELECOM	TOSHIBA	IES32-12-SVR	IES32-12-SVR	12 PORT IES32 NTE SERVER	EACH	6336.00	7920.00
TELECOM	TOSHIBA	IES32-16-SVR	IES32-16-SVR	16 PORT IES32 NTE SERVER	EACH	8016.00	10020.00
TELECOM	TOSHIBA	IES32-16-WKS-R	IES32-16-WKS-R	16 PORT IES32 NTE WRKSTN	EACH	2400.00	3000.00
TELECOM	TOSHIBA	IES32-20-SVR	IES32-20-SVR	20 PORT IES32 NTE SERVER	EACH	8416.00	10520.00
TELECOM	TOSHIBA	IES32-24-SVR	IES32-24-SVR	24 PORT IES32 NTE SERVER	EACH	9936.00	12420.00
TELECOM	TOSHIBA	IES32-28-SVR	IES32-28-SVR	28 PORT IES32 NTE SERVER	EACH	11296.00	14120.00
TELECOM	TOSHIBA	IES32-32-SVR	IES32-32-SVR	32 PORT IES32 NTE SERVER	EACH	12496.00	15620.00
TELECOM	TOSHIBA	IES32-UP-4PORT	IES32-UP-4PORT	IES32 4PORT REMOTE UPGRAD	EACH	2160.00	2700.00
TELECOM	TOSHIBA	IES32-UP-DB+4P	IES32-UP-DB+4P	IES32 DAUBOARD+4P UPGRADE	EACH	2560.00	3200.00
TELECOM	TOSHIBA	I-MS-1	I-MS-1	Media Server resource	EACH	27.20	34.00
TELECOM	TOSHIBA	I-MSG-ADV	I-MSG-ADV	Messaging Advanced User	EACH	16.00	20.00
TELECOM	TOSHIBA	I-MSG-ADV UP	I-MSG-ADV UP	Messaging Advanced Upgrd	EACH	7.20	9.00
TELECOM	TOSHIBA	I-MSG-BSC	I-MSG-BSC	Messaging basic user	EACH	10.40	13.00
TELECOM	TOSHIBA	I-MSG-CH	I-MSG-CH	Messaging Channel	EACH	0.80	1.00
TELECOM	TOSHIBA	I-MSG-DEPT	I-MSG-DEPT	Messaging Department	EACH	36.00	45.00
TELECOM	TOSHIBA	I-MSG-SCRIPT	I-MSG-SCRIPT	Messaging Script	EACH	36.00	45.00
TELECOM	TOSHIBA	I-MT-A	I-MT-A	Meeting - Audio Conf	EACH	98.40	123.00
TELECOM	TOSHIBA	I-MT-RCD	I-MT-RCD	Meeting Conf Record	EACH	112.80	141.00
TELECOM	TOSHIBA	I-MT-W	I-MT-W	Meeting Web Port	EACH	192.00	240.00
TELECOM	TOSHIBA	IN-100 EXP-CAB	IN-100 EXP-CAB	Installation of CIX/CTX100 Expansion Cabinet.	EACH	91.00	91.00
TELECOM	TOSHIBA	IN-100-S	IN-100-S	Install & Program CIX/CTX100-S Base Package System	EACH	317.00	317.00
TELECOM	TOSHIBA	IN-1C3-1C5-D-PL	IN-1C3-1C5-D-PL	1-Cat3 ,1-Cat5e plen 1-DJ	EACH	258.00	258.00
TELECOM	TOSHIBA	IN-1C3-1C5-D-PV	IN-1C3-1C5-D-PV	1-Cat3 ,1-Cat5e pvc 1-DJ	EACH	215.00	215.00
TELECOM	TOSHIBA	IN-1C3-1C6-D-PL	IN-1C3-1C6-D-PL	1-Cat3 ,1-Cat6 plen 1-DJ	EACH	306.00	306.00
TELECOM	TOSHIBA	IN-1C3-1C6-D-PV	IN-1C3-1C6-D-PV	1-Cat 3 ,1-Cat 6 pvc 1-DJ	EACH	237.00	237.00
TELECOM	TOSHIBA	IN-1C3-2C5-Q-PL	IN-1C3-2C5-Q-PL	1-Cat3, 2-Cat5e plen 1-QJ	EACH	349.00	349.00
TELECOM	TOSHIBA	IN-1C3-2C5-Q-PV	IN-1C3-2C5-Q-PV	1-Cat3, 2-Cat5e pvc 1-QJ	EACH	296.00	296.00
TELECOM	TOSHIBA	IN-1C3-2C6-Q-PL	IN-1C3-2C6-Q-PL	1-Cat 3, 2-Cat6 plen 1-QJ	EACH	409.00	409.00
TELECOM	TOSHIBA	IN-1C3-2C6-Q-PV	IN-1C3-2C6-Q-PV	1-Cat3, 2-Cat6 pvc 1-QJ	EACH	328.00	328.00
TELECOM	TOSHIBA	IN-1C3-3C5-Q-PL	IN-1C3-3C5-Q-PL	1-Cat3, 3-Cat5e plen 1-QJ	EACH	441.00	441.00
TELECOM	TOSHIBA	IN-1C3-3C5-Q-PV	IN-1C3-3C5-Q-PV	1-Cat3, 3-Cat5e pvc 1-QJ	EACH	376.00	376.00
TELECOM	TOSHIBA	IN-1C3-3C6-Q-PL	IN-1C3-3C6-Q-PL	1-Cat3, 3-Cat6 plen 1-QJ	EACH	511.00	511.00
TELECOM	TOSHIBA	IN-1C3-3C6-Q-PV	IN-1C3-3C6-Q-PV	1-Cat 3, 3-Cat6 pvc 1-QJ	EACH	419.00	419.00
TELECOM	TOSHIBA	IN-1C3-S-PL	IN-1C3-S-PL	1-Cat3 plen. cable 1-SJ	EACH	172.00	172.00

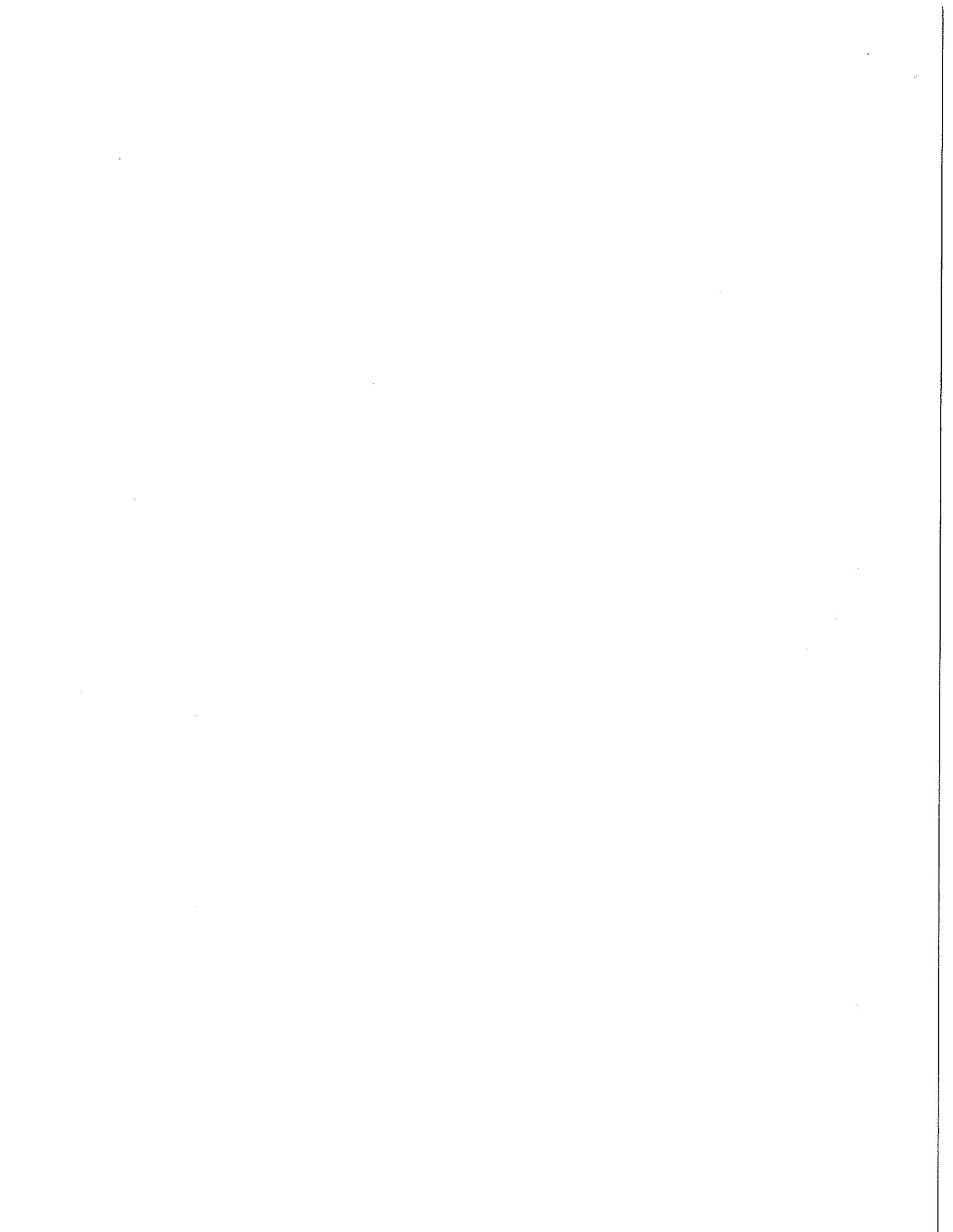


Exhibit II

[Insert scope of license]

NOT APPLICABLE

Exhibit III

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Bidder/Offeror to sanctions, termination or a damages assessment. If the Bidder/Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

9740 Irvine Blvd, Irvine, CA 92618

(Address)

W. D. Goodwin



(City, State, Zip) Name/Principal

Location of business of subcontractor(s):

(Name)



(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)



(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor.

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

4 .Location where services to be performed will be changed or shifted by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)