



**ADDENDUM 1 TO  
STATE OF OKLAHOMA CONTRACT WITH R.K. BLACK, INC.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT 1013**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to R.K. Black Inc. (“R.K. Black”) in connection with Statewide Contract #1013 and is effective June 24, 2020. (“Effective Date”).

**Recitals**

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

Whereas, R.K. Black submitted a proposal which contained no exceptions to the Solicitation terms and various other Contract Documents; and

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

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

**1. Addendum Purpose.**

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

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

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

- i. State Hosting Agreement as contained in Attachment A to this Addendum titled “Hosting Agreement”
- ii. R.K. Black Lease Agreement as contained in Attachment B to this Addendum titled “Lease Agreement”;





## HOSTING AGREEMENT

This Hosting Agreement (“Hosting Agreement”) is a Contract Document in connection with the Contract issued as a result of Solicitation No. 0900013457 (the “Contract”) and entered into between RK Black Inc (“Vendor”) and the State of Oklahoma by and through the Office of Management and Enterprise Services (“State” or “Customer”), the terms of which are incorporated herein. This Hosting Agreement is applicable to any Customer Data stored or hosted by Vendor in connection with the Contract. Unless otherwise indicated herein, capitalized terms used in this Hosting Agreement without definition shall have the respective meanings specified in the Contract.

### I. Definitions

- a. “Customer Data” shall mean all data supplied by or on behalf of Customer in connection with the Contract, excluding any confidential information of Vendor.
- b. “Data Breach” shall mean the unauthorized access by an unauthorized person that results in the access, use, disclosure or theft of Customer Data.
- c. “Non-Public Data” shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.
- d. “Personal Data” shall mean Customer Data that contains 1) any combination of an individual’s name, social security numbers, driver’s license, state/federal identification number, account number, credit or debit card number and/or 2) contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.
- e. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the services.

## **II. Customer Data**

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

## **III. Data Security**

- a. Vendor will use commercially reasonable efforts, consistent with industry standards, to provide security for the hosted environment and Customer Data and to protect against both unauthorized access to the hosting environment, and unauthorized communications between the hosting environment and the Customer's browser. Vendor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice

and not less stringent than the measures the Vendor applies to its own personal data and non-public data of similar kind.

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

#### **IV. Security Assessment**

- a. The State requires any entity or third-party vendor hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Vendor submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's

minimum security standards during the term of the Contract, including renewals, constitutes a material breach.

- b. To the extent Vendor requests a different sub-contractor than the third-party hosting vendor already approved by the State, the different sub-contractor is subject to the State's approval. Vendor agrees not to migrate State's data or otherwise utilize a different third-party hosting vendor in connection with key business functions that are Vendor's obligations under the Contract until the State approves the third-party hosting vendor's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party hosting vendor does not meet the State's requirements under the State Certification and Accreditation Review, Vendor acknowledges and agrees it may not utilize such third-party vendor in connection with key business functions that are Vendor's obligations under the Contract, until such third party meets such requirements.

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

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

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

- a. Vendor, unless stipulated otherwise, shall promptly notify the Customer identified contact within 2 hours or sooner, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach.

Vendor shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

- b. Unless otherwise stipulated, if a Data Breach is a direct result of Vendor's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – (2), (3) and (4) not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Vendor based on root cause.
- c. If a Data Breach is a direct result of Vendor's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

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

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

And

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

And

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

For immediate notice which does not constitute written notice:

OMES Service Desk

405-521-2444

servicedesk@omes.ok.gov

Attn: Chief Information Security Officer

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

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

**IX. Indemnity**

- a. Vendor's Duty of Indemnification. Vendor agrees to indemnify and shall hold the State of Oklahoma and State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees) (collectively "Damages") (other than Damages that are the fault of Customer) arising from or in connection with Vendor's breach of its express representations and warranties or other obligations in this Hosting Agreement and the Contract. If a third party claims that any portion of the products or services provided by Vendor

under the terms of the Contract or this Hosting Agreement infringes that party's patent or copyright, Vendor shall defend and indemnify the State of Oklahoma and Customer against the claim at Vendor's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State of Oklahoma and/or Customer. The State of Oklahoma and/or Customer shall promptly notify Vendor of any third party claims and to the extent authorized by the Attorney General of the State, allow Vendor to control the defense and any related settlement negotiations. If the Attorney General of the State of Oklahoma does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section but Vendor shall remain responsible to indemnify Customer and the State of Oklahoma for all associated costs, damages and fees incurred by or assessed to the State of Oklahoma and/or Customer. Should the software become, or in Vendor's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated under this Hosting Agreement, Vendor may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

**X. Termination and Suspension of Service:**

- a. In the event of a termination of the Contract, Vendor shall implement an orderly return of Customer Data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of Customer Data.
- b. During any period of service suspension, Vendor shall not take any action to intentionally erase any Customer Data.
- c. In the event of termination of any services or agreement in entirety, Vendor shall not take any action to intentionally erase any Customer Data for a period of:
  - i. 10 days after the effective date of termination, if the termination is in accordance with the contract period
  - ii. 30 days after the effective date of termination, if the termination is for convenience
  - iii. 60 days after the effective date of termination, if the termination is for cause

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

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

**Signature Block**

IN WITNESS WHEREOF, each person executing this Contract below represents that he or she is authorized to enter into this Contract on behalf of such party and each party expressly agrees to the terms and conditions of this Contract.

VENDOR:

R.K. Black, Inc

4000 NW 39<sup>th</sup> Expressway

Oklahoma City, OK 73112



Gary Hackett      Director of Major Accounts      Date 12-13-2019

STATE: Oklahoma

State of Oklahoma by and through the Office of Management and Enterprise Services on behalf of [insert agency name]

*DJerryMoore*

D Jerry Moore CIO 6/19/2020

[insert printed name and title]

Date

**Attachment B to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH R.K. BLACK, INC.  
RESULTING FROM SOLICITATION NO. 060000012**

This Equipment Lease is subject to the terms of Oklahoma Statewide Contract No. 1013.

Lessor:

*R.K. Black, Inc.*

# Municipal Lease Agreement

AGREEMENT NUMBER

**4111 Perimeter Center Place • Oklahoma City, O 73112 Phone: 405.943.9800 • Fax: 405.951.0160**

This document is written in "Plain English". The words 'Lessee', 'you' and 'your' refer to the client. The words 'Lessor', 'we', 'us' and 'our' refer to R.K. Black, Inc. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

## CLIENT INFORMATION

FULL LEGAL NAME OF CLIENT

STREET ADDRESS CITY STATE ZIP PHONE

BILLING NAME (IF DIFFERENT FROM ABOVE) BILLING STREET ADDRESS

CITY STATE ZIP

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

## MAKE / MODEL / ACCESSORIES SERIAL #

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## TERM AND PAYMENT SCHEDULE

Term in Months	Monthly Lease Payment Amount	Advance Payment(s)	Meter Read Frequency <i>Please Check One of the following:</i>
_____	\$ _____	_____	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly

Payment includes \_\_\_\_\_ B&W copies Overage B&W copies billed at \$ \_\_\_\_\_ per copy

Payment includes \_\_\_\_\_ Color copies Overage Color copies billed at \$ \_\_\_\_\_ per copy

*END OF LEASE OPTIONS: You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Lease has occurred and is continuing. If no box is checked and initialed, then FMV will be your end of lease option:*

- 1) Purchase the Equipment for Fair Market Value, 2) Renew the lease per paragraph 1, or 3) Return the Equipment as provided in paragraph 9. \_\_\_\_\_ Lessee's Initials
- 1) Purchase the Equipment for \$1, or 2) Return the Equipment as provided in paragraph 9. \_\_\_\_\_ Lessee's Initials

## ACCEPTANCE OF LEASE

LESSOR: R.K. Black, Inc. SIGNATURE (Corporate Officer) \_\_\_\_\_ TITLE \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

LESSEE: \_\_\_\_\_ SIGNATURE (Authorized Signer) \_\_\_\_\_ TITLE \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects.

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

Revised: 8/18/10

# Lease Terms & Conditions

- 1. AGREEMENT:** You agree to lease from us the personal property described under "MAKE / MODEL / ACCESSORIES" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement, signed by a Corporate Officer of the Lessor and a duly authorized signor of the Lessee, and not by course of performance. This Agreement becomes valid upon execution by the parties and will begin on the lease commencement date and will continue from the first day of the following month for the number of consecutive months shown. At the end of the term and prior to renewal of this Agreement, the parties agree that they will execute a mutually signed, written agreement establishing any renewals and specifying the length of said renewals. The term of this Agreement will extend for the Lessee's subsequent fiscal years only if mutually ratified by Lessee and Lessor for each of those fiscal years. If applicable and in accordance with 62 O.S. Section 430.1 and 70 O.S. Section 5-117, continuation of this Agreement past the current 2010-11 fiscal year is dependent upon mutual ratification by Lessee and Lessor. All rights afforded under title 70 section 5-117B of Oklahoma law are incorporated in this agreement by reference. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
- 2. RENT:** Rent will be payable in installments, each in the amount of the basic payment shown plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. Subsequent installments will be payable on the first day of each lease payment period shown beginning after the first lease payment period. We will have the right to apply all sums, received from the you, to any amounts due and owed to us under the terms of this Agreement. If for any reason, your check is returned for nonpayment, a \$20 bad check charge will be assessed.
- 3. SUPPLIES:** For copiers, facsimile, and printer products, toner (black, and if applicable, color toner) is supplied for use only in the system(s) listed in this Agreement, provided there is a copy allowance and overage charge shown on the previous page. Paper and staples must be purchased separately by you. This Agreement is based on Manufacturers published yields. We reserve the right to re-evaluate your toner usage during the term of this agreement. If your average coverage exceeds these standards, you may be charged for additional toner required beyond that which your annual impression usage dictates.
- 4. MAINTENANCE SERVICES:** During the term of this contract, we will repair or replace according to the terms of this Agreement, any part of the equipment which becomes unserviceable due to normal usage (other than consumable supplies, i.e. toner, facsimile image units). All parts replaced will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the Supplier's property. Maintenance services provided by us under this agreement do not include the following: A) Repair of damage not caused by Supplier including without limitation, damage resulting from accident, transportation by you neglect or misuse, failure or fluctuation of electrical power, telephone equipment or communication lines failure, environmental conditions. B) Repairs made necessary because of service and supplies that were provided by persons other than the Supplier's personnel. C) Exit trays, removable cassettes or other breakable items that are not related to the mechanical or electrical operation of the equipment. D) Repairs and/or service calls resulting from attachments not purchased and/or approved by Supplier. Maintenance services will be provided at the client's place of business where the equipment is located during regular business hours (8:00 am. - 5:00 p.m.) Monday through Friday, except holidays and overtime will be charged for service outside of these hours at a rate of \$200/hr. Preventative maintenance may be performed in conjunction with regular emergency service calls.
- 5. CLIENT OBLIGATIONS:** Client agrees to provide a suitable place for use (including suitable electric service) as specified by the manufacturer. Client must provide 360 degree service access to equipment. Client will provide a key operator for the equipment and make available operators for instruction in use and care of the equipment. All supplies used must meet equipment manufacturer specifications.
- 6. COMPUTER SOFTWARE:** Basic network installation includes installation on one system, one connected interface and no more than (5) workstations. All initial installations to be completed at the time of equipment installation, subsequent requests for additional installations will be provided and billed at \$125 per hour. Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such software and as per Agreement paragraph 8, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, YEAR 2000 COMPLIANCE OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CLIENT'S RENTAL PAYMENTS AND OTHER OBLIGATIONS UNDER THIS AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OR FAILURE IN ANY WAY OF THE SOFTWARE.
- 7. OWNERSHIP OF EQUIPMENT:** We are the lessor of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.
- 8. WARRANTIES: WE MAKE NO WARRANTY THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY, EXCEPT THOSE SPECIFIED IN THE MANUFACTURERS GUIDELINES. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.**
- 9. LOCATION OF EQUIPMENT:** You will keep and use the equipment only at your address shown on this Agreement and you agree not to move it unless we agree to it which shall not be unduly withheld. At the end of the Agreement's term, you will return the Equipment to a city and location we specify within 500 miles of the Lessee's original delivery destination at your expense, in retail resalable condition, full working order, and in complete repair.
- 10. LOSS OR DAMAGE:** You are responsible for the risk of loss or destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will pay to us an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.
- 11. Reserved.**
- 12. INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the equipment. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Oklahoma, you agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.
- 13. TAXES AND FEES:** You agree to pay when due all applicable taxes (including personal property tax, fines and penalties) relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us.
- 14. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement. You agree that if we sell, assign, or transfer this Agreement, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new lessor will not be subject to any claims, defenses, or set offs that you may have against us.
- 15. DEFAULT AND REMEDIES:** If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement you will be in default. We may recover interest on any unpaid balance at the rate of 8% per annum or the standard industry rate, whichever is lower. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. No remedy set out in this paragraph is intended to be exclusive; each shall be cumulative but only to the extent necessary for us to recover from you those monies for which you are liable.
- 16. CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Oklahoma and shall be governed by and construed in accordance with its laws. All legal proceedings must take place in Oklahoma County, Oklahoma.
- 17. OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any reasonable billing procedures designated by us, including notifying us of the meter reading when requested. Due to the Supplier's lack of control concerning manufacturer cost increase on consumables, we reserve the right to increase the base usage payment and the per impression charge annually not to exceed two (2) percent or the CPI, whichever is lower.
- 18. TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the "Effective Date of this Agreement will be the twentieth (20th) day of the month following installation. You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment for the transition period will be based on the base minimum usage payment prorated on a 30 day calendar month and will be added to the your first invoice.

Lessee Initials:

Lessor Initials: \_\_\_\_\_

**Attachment C to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH R.K. BLACK, INC.  
RESULTING FROM SOLICITATION NO. 060000012**

This Equipment Lease is subject to the terms of Oklahoma Statewide Contract No. 1013.



4111 Perimeter Center Place  
406 W. Main, Suite 100

Oklahoma City, OK 73112  
Norman, OK 73069  
Weatherford, OK 73096

(405) 943-9800  
(405) 321-5900  
(800) 364-0709

**Sales Agreement**

<b>I N S T A L L E D  A T</b>	Company Name			Company Name		
	Street Address		Suite #	Mailing Address		Suite #
	City	State	Zip	City	State	Zip
	Authorized Signer		Email	Accounts Payable Contact		Email
	Phone #		Fax #	Phone #		Fax #

Brand / Model	Serial #	Description	Price
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Quantity	Item	Price (each)	Order Amount	
			Misc. Total	\$
			Tax	\$
			<b>TOTAL</b>	\$
			Shipping & Handling	\$ Included
			Configuration / Install	\$ Included
			Training	\$ Included
			<b>NET DUE</b>	<b>\$</b>

<b>Terms</b>	PO#	Invoice	Check	\$
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**Credit Card: AmEx / Visa / Mastercard / Discover (circle one)**  
 Card # \_\_\_\_\_ Code \_\_\_\_\_ Card Name \_\_\_\_\_ Expires \_\_\_\_ / \_\_\_\_ / \_\_\_\_

The parties agree to the order as described herein and in accordance with the Sales Agreement Terms & Conditions.

**Client Acceptance:** \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
**RKB Representative:** \_\_\_\_\_ Title: Solutions Consultant Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Notes**

**Delivery Day:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_ **Key Op:** \_\_\_\_\_

**Order Status:**  Sale  Demo  Loaner  Nat'l Acct.  Pick Up Trade-In Equipment

**Equipment Status:**  New  Demo New  Reconditioned

**Items to Connect:**  Scan  Print  Fax  # of Computers \_\_\_\_\_

**Stairs:**  No  Yes **# of Steps (Outside & Inside):** \_\_\_\_\_ **# of Flights:** \_\_\_\_\_

**Electrical Verified:**  Yes  No

## SALES AGREEMENT TERMS & CONDITIONS

**1. AGREEMENT:** We agree to sell to you and you agree to buy from us the equipment described on the face of this agreement under "Brand / Model" (the "Equipment") in accordance with the following terms and conditions. You agree to all of the terms and conditions included in this agreement and in any invoices that we send you under this agreement, which together are a complete statement of the parties' agreement regarding the Equipment (the "Agreement"). This Agreement becomes valid upon signing by the parties. The parties agree to the order as described in accordance with Statewide Contract # 1013 which includes the Sales Agreement terms and conditions. Further, the parties agree there are currently no other written understandings to the contrary.

**2. PAYMENT:** The purchase price for the Equipment is the total amount shown on the face of this Agreement. After we install the Equipment, we will send you an invoice based upon mutually agreed payment terms, including the total amount owed. If we deliver the Equipment in installments, we may elect to send you a separate invoice for each installment.

**3. DELIVERY & INSTALLATION:** We will deliver and install the Equipment at the location designated in this Agreement. A signed Acceptance of Delivery form will constitute your acceptance of the Equipment and acknowledgement that the Equipment is in good operating order, repair, condition and appearance and is suitable for your purposes. You will provide at your expense, in accordance with our and the manufacturer's specifications, the infrastructure necessary to install and operate the Equipment, including, without limitation, appropriate space, electric power, and cable troughs. We will not be liable for any failure to perform under this Agreement if the failure is due to your failure to provide adequate infrastructure to install and operate the Equipment, or our inability to obtain necessary equipment, parts, and/or supplies from the Equipment manufacturer.

**4. SECURITY INTEREST:** You hereby grant to us a security interest in and to the Equipment until you have paid in full the entire purchase price and all related charges. As long as our security interest in the Equipment is in effect, you agree not to remove the Equipment or permit the Equipment to be removed from the location where we installed it without our prior written consent, which consent will not be unreasonably withheld.

**5. DEFAULT & REMEDIES:** If you default in the performance of any of your obligations under this Agreement or any other agreement with us, we may (a) enforce this Agreement, (b) recover damages for the default, and (c) exercise any other remedy available to us. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorneys' fees and actual costs and expenses of collection. You agree that any delay or failure by us to enforce our rights under this Agreement does not prevent us from enforcing our rights at a later time. No remedy set out in this paragraph is intended to be exclusive. Each remedy will be cumulative but only to the extent necessary for us to recover from you what you owe us.

**6. WARRANTY / DISCLAIMER OF WARRANTY / LIMITATION OF LIABILITY:** We warrant that the Equipment will be free from material defects, as determined by us (the "Warranty"), for a period of 90 days (the "Warranty Period"), which commences upon the earlier of (a) your execution of our Acceptance of Delivery form, or (b) the date that the Equipment is installed and available for your use. If we determine that the Equipment is materially defective during the Warranty Period, we will repair or replace the Equipment or any defective parts at our expense. If we replace any parts, we will become the owner of the replaced parts. The Warranty does not cover defects caused by natural disasters, environmental conditions, defective repairs performed by others, normal wear and tear, negligent or intentional misuse by you or your owners, officers, directors, employees or other agents, or third parties. Consumable items are not covered under the terms of this Warranty. We will not make repairs or replace parts if it is impractical to do so because (a) of the existence of safety hazards or (b) the Equipment is not compatible with or otherwise will not connect to devices not supplied by us that are necessary to operate the Equipment. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.

**7. THIRD PARTY SOFTWARE:** Software from any third party ("Third Party Software") that we provide to you together with the Equipment is not owned by us. The terms and conditions of use for any Third Party Software are set forth in the end user license agreement from the software provider that are delivered with the Third Party Software (the "License Agreement") which are included as an Attachment to this Agreement. You will not copy, use, disclose or transfer the Third Party Software except as permitted by the License Agreement. ALL THIRD PARTY SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY OR INDEMNITY OF ANY KIND. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER BY STATUTE OR OTHERWISE, RELATED TO THE THIRD PARTY SOFTWARE, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, INTEGRATION, ACCURACY, SECURITY, AVAILABILITY, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BY USING THE THIRD PARTY SOFTWARE, YOU ARE KNOWINGLY AND VOLUNTARILY ASSUMING ALL RISK OF LOSS OR DAMAGE IN CONNECTION WITH THE THIRD PARTY SOFTWARE. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU, OR ANY OTHER PERSON, FOR ANY LOSS OF USE, REVENUE OR PROFIT; LOST OR DAMAGED DATA; DOWNTIME; ANY OTHER COMMERCIAL OR ECONOMIC LOSS; OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, STATUTORY, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER RELATED TO YOUR USE OR RELIANCE UPON THE THIRD PARTY SOFTWARE. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A BREACH OF A MATERIAL TERM OF THIS AGREEMENT.

**8. ASSIGNMENT:** You may not assign any of your rights or obligations under this Agreement without our prior written consent, which will not be unreasonably withheld. We may assign our rights and obligations under this Agreement without obtaining your permission. This Agreement will inure to the benefit of and be binding upon the successors and permitted assigns of the parties. This Agreement, together with any invoices we send you, constitutes the entire Agreement of the parties with respect to its subject matter.

**9. CONSENT TO LAW, JURISDICTION & VENUE:** This Agreement, including amendments and related invoices, will be governed by and construed in accordance with Oklahoma law, without giving effect to any principle of conflicts of law or choice of law. The parties agree that the venue for any legal action arising out of this Agreement will be in Oklahoma County, Oklahoma. If any provision of this Agreement is declared unenforceable, the other provisions herein will remain in effect.

10. Reserved.

Client Initials:

Date:  /  /

\_\_\_\_\_  
\_\_\_\_\_

**Attachment D to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH R.K. BLACK, INC.  
RESULTING FROM SOLICITATION NO. 060000012**

This Equipment Lease is subject to the terms of Oklahoma Statewide Contract No. 1013.



4111 Perimeter Center Place  
406 W. Main, Suite 100

Oklahoma City, OK 73112  
Norman, OK 73069  
Weatherford, OK 73096

(405) 943-9800  
(405) 321-5900  
(800) 364-0709

### Service Agreement

<b>I N S T A L L E D  A T</b>	Company Name			Company Name		
	Street Address			Mailing Address		Suite #
	City	State	Zip	City	State	Zip
	Authorized Signer		Email			
	Phone #		Fax #			
	same			same		same
<b>B I L L T O</b>	same			same		same
	same			same		same
	Accounts Payable Contact		Email			
	Phone #		Fax #			

**Installation and Service Agreement Options:** Appropriate categories must be **initialed** by Client in the block to the left of the option

Initial Connectivity	Up to 6 work stations or 3 hours at <u>no cost</u> at time of installation (\$90 / hour thereafter).
TotalCare Coverage	Includes Parts, Labor, Travel & Toner. <u>Excludes</u> Paper, Staples & Third-party Accessories.
General Maintenance	
Decline Maintenance	
Purchase Line Filter	Client will pay for Service on a 'per call' basis at standard Parts, Labor & Travel rates. Covers damage from lightning & electrical surges not covered under above programs (\$150 ea.)

Brand / Model	Serial #	Product Description	Base Price (plus tax)	B&W Images		Color Images		Billed Each
				Included	Overage	Included	Overage	
				0		0		Quarter

**Note:** \_\_\_\_\_

<b>CLIENT Approval</b>	<b>COMPANY Approval</b>
<b>Subject to Service Agreement Terms &amp; Conditions</b>	
By: _____ Duly Authorized Signature	By: _____ Duly Authorized Signature
Printed: _____	Printed: _____
Title: _____	Title: <b>Service Manager</b>
Date: ____ / ____ / ____ P.O. # _____	Date: ____ / ____ / ____

**ANY MODIFICATION TO THIS AGREEMENT MUST BE MADE IN WRITING & APPROVED BY THE CLIENT & A COMPANY SERVICE MANAGER**

<b>For Internal Use:</b>	
Start Date ____ / ____ / ____	End Date ____ / ____ / ____ Key Operator _____
Contract # _____	Lease # _____ Tech # _____ Territory # _____ Manager _____

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## SERVICE AGREEMENT TERMS & CONDITIONS

- 1. AGREEMENT:** You appoint us and we accept the appointment to provide the services described in this agreement with respect to the equipment listed on the face of this agreement under "Brand / Model" (the "Equipment"). You agree to all of the terms and conditions of this Service Agreement. This Agreement will become effective upon signing by the parties.
- 2. TERM:** The term of this Agreement begins on the latter of (i) the date of Equipment delivery to you, or (ii) the date that you sign this Agreement, and continues for 1 year. At the end of the term and prior to renewal of this Agreement, the parties agree that they will execute a mutually signed, written agreement establishing any renewals and specifying the length of said renewals. In the event of termination, you are responsible for providing us a final meter reading so we may issue a final invoice for services. If you do not provide us a final meter reading, you agree to accept our estimate based on your typical usage over the previous six (6) months.
- 3. YOUR OBLIGATIONS:** You agree to maintain the Equipment in a safe, suitable operating environment to include (a) clean, consistent and appropriate power; (b) temperature between 60 & 90 degrees Fahrenheit; (c) relative humidity between 50% & 80%; and (d) a reasonable amount of space for us to make any necessary inspections or repairs. You agree to maintain these conditions at your expense. You agree to (a) allow us necessary access to the Equipment during our normal business hours, 8 am to 5 pm, Monday through Friday, excluding holidays ("Normal Business Hours"); (b) provide accurate Equipment meter readings when requested by us; and (c) to pay us for all services provided under this Agreement.
- 4. EQUIPMENT INSPECTION:** We are responsible for inspecting each item of Equipment within 30 days of assuming service responsibility. If the inspection reveals that any item of Equipment is not in safe or normal operating condition, we will notify you within the next 30 days (or such shorter period as is necessary to avoid material risk of personal injury or property damage), and you will be responsible for bringing that item into safe and normal operating condition. If you request us to do so, we will make necessary repairs in accordance with our standard rates then in effect for such service. We will not be required to provide maintenance services for any item of Equipment that you do not maintain in a safe and normal operating condition.
- 5. GENERAL MAINTENANCE:** If you selected the General Maintenance Plan, we will provide parts, labor, preventative maintenance & travel during our Normal Business Hours. General Maintenance does not include toner, image and fusing kits, paper or staples. If, in our reasonable discretion, the Equipment needs chronic, excessive repair ("Nonconforming Equipment"), we will notify you and we will no longer be responsible for service under this Agreement.
- 6. TOTALCARE COVERAGE:** If you selected the TotalCare Plan, you will receive the General Maintenance services plus a reasonable supply of toner (based on your typical monthly copy volume & manufacturer's projected toner yield). You are responsible for purchasing your own paper and staples. Upon request, we will ship you toner in quantities consistent with your actual use. All toner remains our property until used in the Equipment. If we determine in our reasonable discretion that you have requested an excessive amount of toner, we reserve the right to reduce the amount to be shipped or to charge you for the excess toner, in which case you agree to pay us for the excess toner at our normal retail price. Upon termination of this Agreement, you agree to return unused toner or to pay us for it at our normal retail price.
- 7. CONNECTIVITY & LINE FILTER:** If you selected the Annual Connectivity Option, we will provide 1 year of Connectivity Support beyond the initial installation. Annual Connectivity Support includes installation and configuration of workstations or servers for print / scan / fax software, reinstallation, troubleshooting of compatibility issues, and end user training. Annual Connectivity Support does not include any network transport media issues, server or workstation operating system configuration or modification, custom integration with any third party software or hardware, or support for any workstation not physically located at your site. If you purchased a Line Filter, your rights and remedies relating to your use of the Line Filter are provided by the manufacturer's warranty.
- 8. CHARGES:** We will invoice you in advance on a periodic basis for the amount listed on the face of this Agreement under "Base Price", and in arrears for any Black & White or Color images that exceed the number of images included, if any, in the Base Price, at the "per image" rate specified under "Overage". For purposes of this Service Agreement, 2-sided images and/or images on paper larger than legal size (8.5" X 14") will count as two images. Charges for labor and maintenance services not covered by this Agreement will be invoiced at \$125.00/hr for Labor. Parties agree that maintenance will be invoiced at a cost not to exceed the cost of the replacement part plus 15%. Images made on loaner equipment will be charged at the rate listed on the face of this Agreement. Freight: You agree to pay freight for supplies provided to you under a TotalCare Plan at a rate equal to 3% of the sum of the Base and Overage amounts invoiced. If you have any delinquent invoices for products or services that we sell or lease to you, we may refuse to provide service to you and/or terminate this Agreement and any other Agreement that we have with you. You agree to pay us all costs of collection, including reasonable attorneys' fees. Delinquent invoices will bear interest at the rate of 1.5% per month until paid.
- 9. SERVICE EXCLUSIONS:** We may decline to provide maintenance services with respect to the following: (a) any service for Equipment not identified on the face of this Agreement under "Brand / Model" or not subsequently approved by us in writing for coverage under this Agreement; (b) any Nonconforming Equipment; (c) any maintenance or repair service to be provided by you; (d) Equipment that you have moved to a location deemed unreasonable by us; (e) any service or downtime caused by (i) a condition that was triggered or subject to a product recall, (ii) a design, specification or instruction provided by you or your representative, (iii) your failure to fulfill your responsibilities under this Agreement, (iv) the failure of anyone other than us to comply with our written instructions or recommendations, (v) your combining the Equipment with any incompatible item, (vi) any alteration or improper storage, handling, use or maintenance of any part of the Equipment by anyone other than us, (vii) design or manufacturing defects in any items, (viii) anything external to the Equipment not being serviced by us including, without limitation, a building or structural deficiency, power surge, fluctuation or failure, and air conditioning failure, or (ix) anything beyond our reasonable control other than service necessitated by normal Equipment usage.
- 10. DEFAULT & REMEDIES:** If you default in the performance of any of your obligations under this Agreement or any other agreement with us, we may (a) enforce this Agreement, (b) recover damages for the default, and (c) exercise any other remedy available to us. You agree that any delay or failure by us to enforce our rights under this Agreement does not prevent us from enforcing our rights at a later time. No remedy set out in this paragraph is intended to be exclusive. Each remedy will be cumulative but only to the extent necessary for us to recover from you what you owe us.
- 11. DISCLAIMER OF WARRANTY / LIMITATION OF LIABILITY: WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR RELATED TO THE LINE FILTER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
- 12. THIRD PARTY SOFTWARE:** Despite any other terms and conditions of the Agreement, you agree that this Agreement does not provide service for any third party software that may be delivered with or installed on the Equipment. You agree that your use of such third party software is governed by the terms and conditions of the end user license agreement for the third party software.
- 13. ASSIGNMENT:** You will not assign any of your rights or obligations under this Agreement without our prior written consent, which will not be unreasonably withheld. We may assign our rights and obligations under this Agreement without obtaining your permission. This Agreement will inure to the benefit of and be binding upon the successors and permitted assigns of the parties. This Agreement, together with any invoices we send you, constitutes the entire Agreement of the parties with respect to its subject matter.
- 14. CONSENT TO LAW, JURISDICTION & VENUE: This Agreement, including amendments and related invoices, will be governed by and construed in accordance with Oklahoma law, without giving effect to any principle of conflicts of law or choice of law. The parties agree that the venue for any legal action arising out of this Agreement will be in Oklahoma County, Oklahoma. If any provision of this Agreement is declared unenforceable, the other provisions herein will remain in effect.**
- 15. DISPUTE RESOLUTION:** Either party will have the right to cause any dispute between us to be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or the rules of such other recognized third party as the parties may agree. The decision to refer a dispute to arbitration will not preclude either of us from seeking appropriate injunctive relief in court if necessary to prevent irreparable harm. The prevailing party in any legal or arbitration proceeding will be entitled to recover all of its costs and expenses, including reasonable attorneys' fees.

Client Initials:

Date:  /  /

Form Revised: 3 / 20 / 2013