

PARTICIPATING ADDENDUM

PRINTER EQUIPMENT, SOFTWARE, AND RELATED SERVICES

MASTER PRICE AGREEMENT
Between
Oki Data Americas, Inc.
WSCA Contract Number A74402
and
Georgia Technology Authority

1. Scope:

For purposes of this contract and participating addendum, GTA's jurisdiction includes participation by all departments, agencies, authorities, boards, commissions and political sub-divisions of the State of Georgia who elect to make purchases in accordance with GTA's policies, procedures, terms and conditions.

2. Changes:

a. Section 6B(2), Payment Provisions, Payment of Invoice, paragraph 2.

Delete the paragraph entirely and replace with the following:

Each using entity agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that Equipment and Services have been accepted by the Agency as provided in section 6A of the Agreement.

b. Section 6C., paragraph 2, Payment of Taxes: Delete Paragraph 2 in its entirety and replace with the following:

Taxes. All fees payable to Contractor hereunder shall be net of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Equipment and Services hereunder. Contractor shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Contractor; franchise or privilege taxes on Contractor's business; gross receipts taxes to which Contractor is subject; and income taxes. By this paragraph, GTA makes no representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity. In regard to State of Georgia sales tax, see attached "Sales and Use Tax Certification of Exemption" which applies to all State of Georgia Government entity users (purchasers) using this Agreement.

c. Section 7 Agreement Term. Delete paragraph in its entirety and replace with the following:

The Term of this Addendum shall be effective on the date signed by both parties and end as of the end of the then-current fiscal year (July 1-June 30). Thereafter, the Addendum may be renewed at the sole discretion of GTA on a year-to-year basis for up to two (2) fiscal year periods.

d. 12 A (2) add the following:

"...provided that such defense or settlement of any claim shall be subject to the prerogatives of the Georgia Attorney General."

e. **12. Add new section D-Contractor's obligation to indemnify will survive the expiration or termination of this Agreement for any reason.**

f. **Section 17.A., paragraph ~~8~~^{8, III}.** Takeback/Recycling Programs: State of Georgia users must use the Department of Administrative Services (DOAS) Surplus Property program, if required, or if not required/eligible, agencies may use the WSCA participating contractors program, as they deem appropriate, upon authorization from DOAS Surplus Property.

g. **Section 20. Records and Audits:** Delete references to Min. Stat and replace with the following:

Record Retention and Audit Rights. Contractor shall, and shall cause each of its subcontractors to, maintain accurate books, records, documents and other evidence concerning Contractor's financial status, costs, expenses, provision of Equipment and performance of Services under this Agreement (collectively, "Records") for the latter of: (a) five (5) years after the final payment under this Agreement, (b) for such period (if any) as is required by applicable statute. Contractor's accounting procedures and practices shall conform to generally accepted accounting principles ("GAAP") and the costs properly applicable to this Agreement shall be readily ascertainable therefrom. The State of Georgia, by and through the GTA or State Auditor, shall have the right, exercisable at any reasonable time during normal business hours, to inspect and audit any Records. Upon request, Contractor shall deliver the required documentation and records on the date and at the location specified by GTA or State Auditor or other duly authorized officer of the State of Georgia.

h. **Add Section 24 Tort Claims Act.**

If and to the extent such damage or loss as covered by this Indemnification provision is covered by the State of Georgia Tort Claims Fund (the "Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitutions and the laws of the State of Georgia and the terms of the Fund, Contractor and its insured waive any right of subrogation against the State of Georgia, the Indemnitees and the Fund and insurers participating hereunder, to the full extent of this indemnification.

i. **Add to Section 31.** The foregoing limitation shall not apply to losses arising out of the willful misconduct or negligence of Contractor or any of its subcontractors.

j. **Section 35, Data Practices**

Paragraph A. Add: The Contractor must comply with the Georgia Technology Authority's Enterprise Information Security Policy, effective 9/10/02, Revised: 6/2/04 as found on www.gta.ga.gov, procurement, policy, Enterprise Information Security Policy.

Paragraph B: Add: Requests for information related to the State of Georgia must be in compliance with the Georgia Open Records Act.

k. **Add Section 58 Vendor Lobbyist Certification.** Contractor hereby certifies that, as of the Effective Date of this Agreement, any lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This Agreement may be declared void at GTA's

sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.

I. Add Section 59 Non-exclusivity. This Addendum is entered into solely for the convenience of the State of Georgia, and in no way precludes GTA, the State or any Agencies from obtaining like goods from other suppliers upon prior approval of the GTA. Such approval shall be made at the sole discretion of the GTA, and shall be conclusive. Such approval shall only be granted when it is deemed to be in the best interest of the State to do so.

3. Primary Contact:

The primary participating entity contact, for participation by "Customers" as defined in Scope above, for this participating addendum is as follows:

Name Nanci G. Gay
Participating Entity Name Georgia Technology Authority
Address 100 Peachtree Street, # 2300, Contract Administration
Atlanta, GA 30303
Telephone: 404-463-6539
Fax: 404-651-5333
E-mail: nggay@gta.ga.gov

The primary Contractor contact for this participating addendum is as follows:

Contractor: Oki Data Americas, Inc.
Contact Name: Sharon Dickerson
Address: 2000 Bishops Gate Blvd., Mt. Laurel, NJ 08054
Telephone: 856.222.7321
Fax: 856.222.5121
E-mail: sdickers@okidata.com

4. Servicing Subcontractors:

Only those Oki Data authorized resellers and service providers on the enclosed Oki Data Authorized Reseller Listing and/or are listed on the Oki Data WSCA website are eligible to support the Master Price Agreement as approved by the Participating Entity. Oki Data Authorized Resellers will vary by State.

Orders and payments will be issued directly to the Oki Data Authorized Reseller. The following are the recommended WSCA Ordering Instructions:

Oki Data requires WSCA contract purchases to be processed through our list of authorized resellers. Participating entities may select a reseller listed for their state or one of the Direct Marketing Resellers that provide nationwide coverage to fulfill their order. Oki Data will ensure each participating entity receives quality service from our partners.

Purchase Order Instructions:

Purchasing entities should select one of the authorized resellers and address the orders to:

Oki Data
c/o (Reseller Name)
Reseller Address

Please include the following statement on each purchase order:

“As per WSCA Contract #A74402”, The Master Price Agreement number must be shown on all Purchase Orders issued against this agreement.

Include your ship-to/bill-to address and contact name and phone number.

Authorized resellers will ship and invoice directly. Payments will be made in accordance with the invoice. Invoices will contain references to the appropriate purchase order(s).

Return Goods Policy

Oki Data will accept returns from our Authorized Channel Partners (distributors, resellers, or dealers) if it is securely packaged in its original container or an equivalent, complete with all factory supplied items. A copy of the end-user's purchase receipt, as proof of the date of original purchase, and a copy of the Oki Data Return Authorization Form must accompany the shipment.

Properly completed return request forms will be processed within two (2) business days. The required return authorization form will be faxed to the requesting person.

The shipment must be received by the designated return location within 15 days of the authorization date.

NOTE: An Authorized Channel Partner is a supplier who purchases directly from Oki Data and either sells them to Resellers or directly to End-Users.

DOA/Open Box Return Policy

Only an authorized channel partner can return defective product to Oki Data. The reseller or dealer is expected to resolve the end-user's concerns prior to enacting the exchange of the product with another Oki Data product.

In order for an Oki Data product to be returned under this policy, it must have been sold to and returned by the end-user to the reseller within 30 days of purchase. The reseller must return the printer to the Authorized Channel partner from whom it was originally purchased. Oki Data will only accept end-user returns from its Authorized Channel Partners.

Consumables Return Policy

Full Credit for: Defective merchandise or OKI shipping error

Customer Error: 20% restocking fee, freight not paid

Overstocking Policy: 20% restocking fee with authorization; freight not paid

Date Codes: All products returned must be within date code as follows:

Ribbons Not more than 6 months old

Toners Not more than 6 months old

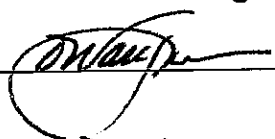
Image Drums Not more than 12 months old

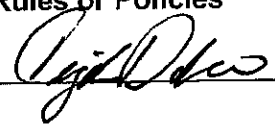
This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the

case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Signatures as required by State Statutes, Rules or Policies

Name: 
Name (print): David L. Vaughn
OKI Data Americas, Inc.
Title: SR. MGR. Legal Affairs,
Assistant Corporate Secretary
Date: 7/21/05

Name: 
Name (print): Cigdem Delano
Title: Chief Deputy Director
Date: 8/10/05



STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES AND USE TAX CERTIFICATION OF EXEMPTION
GEORGIA PURCHASER OR DEALER

TO: Oki-Data Corporation DATE: June 30 20 05
 (SUPPLIER) 2000 Bishops Gate Blvd., Mt. Laurel, NJ 08054
 (STREET) (CITY) (ZIP CODE)

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased after this date will be purchased for the purpose indicated, and that this certificate shall remain in effect until revoked in writing. Check proper box:

- 1. Resale or rental only, including but not limited to, the purchase for resale of gasoline and other motor fuels.
- 2. Materials for further processing, manufacture or conversion into articles of tangible personal property for resale which will become a component part of the property for sale, or be coated upon or impregnated into the product at any stage of its processing, manufacture or conversion; or, are nonreturnable materials used for packaging tangible personal property for shipment or sale. Containers or other packaging materials purchased for reuse are not exempt.
- 3. Direct Pay Permit authorized under Regulation 560-12-1-16. The holder of a Direct Pay Permit must pay the 3% Motor Fuel Tax suppliers on purchases of gasoline.
- 4. For use by Federal Government, State of Georgia, or any county or municipality of this State, supported by official purchase orders; and, likewise, Hospital Authorities created by Article 4, Chapter 7, Title 7 of the Georgia Public Revenue Code. The State of Georgia, Counties and Municipalities thereof and Hospital Authorities must pay the 3% Motor Fuel Tax to suppliers.
- 5. Seed, seedling, fertilizers, insecticides, fungicides, rodenticides, herbicides, defoliant, soil fumigants plant growth regulating chemicals, desiccants (including shavings and sawdust from wood, peanut hulls, fullers earth, straw and hay) and feed for livestock, fish or poultry when used either directly in tilling the soil or in animal, fish or poultry husbandry. Non Returnable Material used for packaging farm products for shipment for sale.
- 6. Aircraft, watercraft, motor vehicles and other transportation equipment manufactured or assembled, sold and delivered by the manufacturer or assembler for use exclusively outside the State, or delivery of the craft is for the sole purpose of removing same under its own power when it does not lend itself more reasonably to removal by other means.
- 7. Aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles and major components of each, which will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States government. Replacement Parts installed by carriers in such crafts or vehicles, which become an integral part of the craft or vehicle. Private and contract carriers are not exempt.

Georgia Sales and Use Tax Certificate of Registration Number must be stated below by persons purchasing under categories 1, 2, 3 and 7.

KIND OF BUSINESS ENGAGED IN BY PURCHASER - Georgia State Government

Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than indicated on this certificate.

I declare, under penalties of false swearing, that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

Purchaser's Firm Name Georgia Technology Authority Certificate of Registration No. 56700047K
 Address 100 Peachtree Street, Suite 2300 Atlanta GEORGIA 30303
 (CITY) (ZIP CODE)
 BY: Asa Barnard TITLE Fiscal Services Manager

A supplier is required to have only one certificate of exemption form on file from each purchaser buying tax exempt. The supplier must exercise ordinary care to determine that the tangible personal property obtained under this certificate is for the purpose indicated. Suppliers failing to exercise such care will be held liable for the sales tax due on such purchases. For example, a supplier cannot accept a Certificate of Registration bearing a "214" prefix from a Contractor who is deemed the Consumer and must pay the tax.

GEORGIA TECHNOLOGY
AUTHORITY
RECEIVED

OKI
PRINTING SOLUTIONS

2005 AUG -1 AM 10: 37

July 29, 2005

Ms. Nanci Glazer Gay, CPPB
GTA, Contract Administration
200 Piedmont Avenue
Twin Towers-West #1508
Atlanta, GA 30303

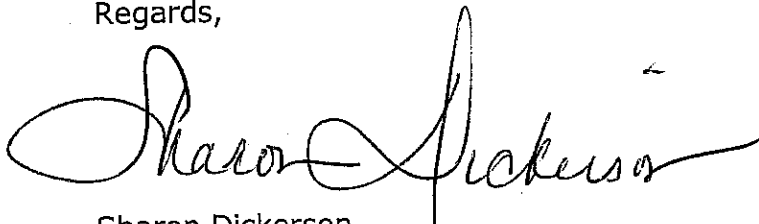
Dear Ms. Gay,

Enclosed you will find two (2) signed GTA Participating Addendums for the WSCA contract. We are very excited about the opportunity to offer our printing solutions to the State of Georgia.

We will supply you with a list of reseller(s) to service and support the GTA shortly, as they will be identified by our Public Sector Sales Manager, Diane Kitchen. Once the Oki Data Reseller agreements have been signed and returned, we will notify you immediately.

If you should have any questions, please do not hesitate to contact me.

Regards,



Sharon Dickerson
Mgr., Channel Pricing Programs

Enclosure

Oki Network Solutions
for a Global Society

OKI DATA AMERICAS, INC.
2000 Bishops Gate Blvd.
Mount Laurel, NJ 08054-4620

Tel: 856.235.2600
Fax: 856.222.5320
WWW.OKIPRINTINGSOLUTIONS.COM



Georgia Technology Authority



Sonny Perdue, Governor

Tom Wade, GTA Executive Director
and State Chief Information Officer

August 15, 2005

Okidata Americas, Inc.
2000 Bishops Gate Blvd.
Mount Laurel, NJ 08054-4620

Attn: Sharon Dickerson, Mgr., Channel Pricing Program

Dear Sharon:

Enclosed is your signed original of the GTA Participating Agreement for WSCA. Thank you for your attention to the matter and look forward to working with you in FY 06.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Nanci Glazer Gay'.

Nanci Glazer Gay
Contract Administrator

Enclosure: Agreement



State of Georgia
Georgia Technology Authority
AUTHORIZATION FOR CONTRACT / AMENDMENT

General Information (Completed by Business Owner)

Name of Contractor	FEIN or PSoft Vendor #	Purchase Order #	
Okidata			
Contract Title	Initial Effective Date	Term of this Action	
WSCA 2	7/1/2005	From	To
		7/1/2005	6/30/2006
GTA Point of Contact - Name & Title	Business Unit	Telephone #	E-Mail
Renee Herr	Operations		rherr@gta.ga.gov
Amount Encumbered FY to Date	Amount of this Action	Total Amount to Date (Lifetime)	
\$0.00	\$0.00	\$0.00	
General Source of Funding		Procurement Type	
by agency		RFP	

Purpose Of Contract/Amendment (Brief Description)

To award Okidata Americas via a participating addendum to the vendors participating in the WSCA RFP

Budget Information (Completed by Business Owner or Budget Analyst and Approved by Budget Analyst)

Funds Identified and "Earmarked" for this Action

Line #	Account	Fund	Organization	Prog. Code	Sub-Class	Project Grant	Amount
1							
2							
3							
Total							\$0.00

Routing - PLEASE COMPLETE ALL RELEVANT DATES BELOW

ROUTED TO	DATE SENT	APPROVAL SIGNATURE	DATE APPROVED
Division/Office Director	6-17-05	<i>Normi Richardson</i>	6-21-05
Budget	N/A	<i>Enterprise</i>	N/A
Procurement	6-17-05	<i>D.M. Camden</i>	6-17-05
Legal (as to legal form only)	6/23/05	<i>Tang Wong</i>	6/27/05
Contractor	6/27/05		8/2/05
CIO or COO	8/3/05	<i>Chris DeLo</i>	8/9/05
Contract Administration		NA	NA
Signed Copy to Contractor	8/15/05	NA	NA

Please see instructions.

GTA CON APPROVAL-1 REV 06/01/04

GEORGIA TECHNOLOGY AUTHORITY