



Request for Contract Update

Pursuant to the terms of contract number R171405 for Managed Print Services Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Toshiba America Business Solutions, Inc. hereby provides notice of the following update on this date 08/28/20.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

Authorized Distributors/Dealers
____ Addition
____ Deletion
____ Supporting Documentation

Price Update
1. Customer Facing Price deck; and
2. OMNIA only Price Deck -

Products/Services
____ New Addition
____ Update Only
____ Supporting Documentation

Discontinued Products/Services
____ Supporting Documentation

States/Territories
____ Supporting Documentation

Other Additional Supplemental Contract Documents:
1. Master Software Services Agreement (MSSA) and 2. Statement of Services (SOS)

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).

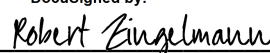
The MSSA and the SOS will be used for professional services engagements which involve software purchase, installation and implementation

Submitted By: _____
Name: Walter Holloman
Title: VP Enterprise Administration

Contact:
Rick Jackson, Sr. Contracts Specialist.
(949) 662-6089

Email Address: rick.jackson@tabs.toshiba.com

Region 4 ESC:

DocuSigned by:

081D33BB0130490...

Approved by Email: Date 9/30/2020 | 7:25 AM PDT

Denied by Email: Date _____



Master Software and Services Agreement

This SOLUTIONS AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Toshiba America Business Solutions, Inc. a California corporation with an address of 25530 Commercentre Drive, Lake Forest, CA 92630 ("TABS") including its division Toshiba Business Solutions ("TBS"), (collectively or individually TABS and TBS shall be referred to as the "Contractor") and the Client specified below ("Client").

1. DEFINITIONS.

As used in this Agreement and in addition to any other terms defined herein, the following defined terms will have the following meanings:

- 1.1. "Client" means Alltech
- 1.2 "Data Management Services or "DMS" means the Internet-based transactional application and database services provided by Contractor or its subcontractors that are accessible to Client via a Web browser through the Internet for managing business processes and information.
- 1.3 "Effective Date" shall be the date the Client or Contractor executes the Agreement, whichever is later in time.
- 1.4. "Initial Term" means the initial 36 month term commencing on the later of the Effective Date or the date that Client is first granted access to the DMS.

2. SERVICES AND LICENSES.

2.1. Contractor, or its subcontractor, will provide to Client the following services, to the extent, and only to the extent, set forth on mutually agreed Statement of Services (each, a "Statement of Services" or "SOS"), according to the terms of this Agreement: (i) software licenses; (ii) access to a cloud-based and/or local server for data management ("Data Management Services" or "DMS"); (iii) implementation of the DMS by integrating Client's internal information systems with the DMS ("Implementation Services"); (iv) consulting and software integration services ("Consulting Services"); (v) Client care and support services ("Support Services"); (vi) outsourced business processing services ("BPO Services"); and (vi) other DMS projects ("Project Services"). The SOS is attached as Schedule A (the "Services"). Each SOS will include a description of each Service, the fee corresponding to each Service, and indicate whether the fee is recurring or nonrecurring. In the event of a conflict or inconsistency, this Agreement takes precedence over the SOS.

2.2. Contractor, or its subcontractor, may develop modifications to the DMS and/or new software programs (collectively, the "Developed Software"). Client waives any and all proprietary right or interest in any requested changes, modifications, suggestions, or comments communicated by Client to Contractor, or its subcontractor, and assigns to Contractor, or its subcontractor, any and all rights therein. Contractor, or its subcontractor, reserves all rights in the Developed Software, including, but not limited to, all intellectual property rights therein. Contractor, or its subcontractor, hereby grants to Client a non-exclusive, non-transferable, fully paid up license to use the Developed Software solely for use with the DMS and subject to the access limitations in Section 3.

3. ACCESS TO THE SERVICES AND/OR DMS AND PERMITTED USE.

3.1. Subject to the terms, conditions and limitations set forth in this Agreement, Contractor shall grant Client a non-exclusive, non-transferable (except as set forth herein), license, for the duration of the Term, to the Software and/or access and use the Services and/or DMS as set forth in Section 2.1. The Service and/or DMS offers access to the functionalities of the Software. The functionalities available as part of the Service may vary from time to time, provided however that removed functionality will be replaced with other functionality permitting performance of substantially the same fundamental activities. Client is responsible for using the License and materials therein in a manner that complies with the applicable requirements but shall not use the Services that would subject Contractor to additional regulatory requirements.

3.2. Client is responsible for ensuring that the Services and/or DMS shall only be accessed and used by individually named users who are employees of Client, Client Affiliates or Contractors and who are provided with a User ID by Contractor or its subcontractor. No more than one designated user shall have access to each User ID and Client shall ensure that User IDs are not shared. Client shall be responsible for all activities that occurs under each User ID and shall be liable for Contractor for any acts and omissions of each designated User. Contractor is not responsible for monitoring Client's internal access process or Client's internal access authorization outside the United States.

3.3. Client will not remove any proprietary notices of Contractor, or its subcontractor, or third parties found in or on the DMS or the Developed Software. Client shall not, and shall not allow third parties, to attempt to copy, modify, disassemble, or reverse engineer the DMS or the Developed Software. The DMS in object code and source code form, and all rights in the Services or DMS, including but not limited to all intellectual property rights therein, are and will remain the exclusive property of Contractor, or its subcontractor. Client will have no claim of ownership or any intellectual property rights in the Services or DMS. No rights other than those specifically stated herein are granted to Client, and Client will have no right to permit third-party access to the Services or DMS.

3.4. Client and Client Affiliates may use the Services and/or DMS to process its and their own data for its and their own internal and commercial business purposes, including data collection and reporting activities which Client or any Client Affiliate performs on behalf of its clients, provided, however, that Client shall not, and will ensure that Client Affiliates shall not directly or indirectly resell or sublicense the Licenses Services or purport to do so. Client shall not download, copy, decompile, revise, reverse engineer, modify or derive source code from the Services and/or DMS.



Master Software and Services Agreement

4. PAYMENTS.

4.1. For the Services provided under this Agreement, Client will pay to Contractor the fees in the amount and manner set forth in the applicable SOS. All fees and expenses incurred by Contractor in the performance of the Services will be billed to Client in advance on a monthly basis unless stated otherwise in the applicable SOS, in which case the terms of the applicable SOS will control. Contractor may adjust the rates and charges applicable during the following the expiration of the Initial Term upon at least ninety (90) days prior written notice. All fees paid and expenses reimbursed under this Agreement will be in U.S. dollars.

4.2. The applicable SOS may specify certain fees to be paid by electronic funds transfer. For those fees to be paid by electronic funds transfer, Client hereby authorizes Contractor to initiate an electronic funds transfer from Client's bank account indicated in Schedule B in an amount equal to the fees set forth in the applicable SOS in accordance with the payment terms set forth in this Agreement and/or the applicable SOS. All payments made by electronic funds transfer will be paid in immediately available funds. For those fees payable to Contractor under this Agreement that are not paid by electronic funds transfer, Client will pay Contractor the invoiced amount within fifteen (15) days after Client's receipt of an invoice from Contractor.

4.3. Contractor may assess Client a late fee of 1½% per month (not to exceed the maximum allowed under state law) on all balances not paid when due. Client agrees to pay any and all costs incurred in the collection of charges due and payable, including but not limited to reasonable attorneys' fees, whether or not a lawsuit or other legal proceeding is instituted. Contractor, at its option, may suspend the Services, in whole or in part, if Contractor does not receive an amount due and owing under this Agreement within thirty (30) days after the due date. Contractor reserves the right to suspend all Services if Client is not current on all payment obligations to Contractor or its Subcontractors for the Services and all other obligations, including but not limited to equipment lease obligations.

4.4. Client will pay, or reimburse Contractor for, any out-of-pocket expenses, including, without limitation, travel and travel related expenses, incurred by Contractor at the request of or with the approval of Client in connection with the performance of this Agreement. Reasonable and customary expenses incurred by Contractor, including without limitation expenses incurred for travel, local transportation, lodging and meals, will be billed to Client at Contractor's actual cost.

5. TAXES.

Client will pay all sales, use, transfer, privilege, excise, charges, surcharges or other taxes, and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby (collectively, the "Taxes"); excluding, however, income taxes on profits which may be levied against Contractor. In addition to the fees specified in the applicable SOS, the amount of any Taxes applicable to the transactions contemplated hereby will be paid by Client, or in lieu thereof, Client will provide Contractor with a tax exemption certificate acceptable to the applicable taxing authorities.

6. USE OF CLIENT'S DATA.

Client's information is proprietary to Client and Contractor, or its subcontractor, will not use for itself nor disclose to any third party any information that is identifiable to Client or to employees of Client without the express written consent of Client. Client shall permit Contractor, or its subcontractor, to use data obtained from Client and others to prepare statistical analyses, provided that Contractor, or its subcontractor, will not reveal information identifiable to any person or specific Client.

7. SERVICES AND DMS.

7.1. To the extent Contractor or its subcontractors provide DMS hosting services, such hosting services will be made available to Client twenty-four hours a day, seven days a week less (i) scheduled DMS, hardware or service maintenance; (ii) downtime resulting from the acts or omissions of Client or Client's employees, agents, contractors, or vendors, or anyone gaining access to the DMS by means of Client's passwords or equipment; (iii) a failure of the Internet and/or the public switched telephone DMS or other event described in section 15 herein; or (iv) the occurrence of any event that is beyond Contractor, or its subcontractor's, reasonable control (collectively, "Excusable Downtime"). Contractor, or its subcontractor, warrants that the Services and DMS will be available to Client at least 95% of the time during each month, excluding Excusable Downtime ("Uptime Warranty"); provided that Client satisfies the hardware and communication requirements set forth in the Services and/or DMS documentation and is otherwise current on all payment obligations to Contractor and its Subcontractors.

7.2. If the Services and/or DMS is down more than the Uptime Warranty during a month, then upon client request Contractor will credit to Client a pro-rated portion of the recurring fees set forth in the Initial SOS in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section 7.2, "pro-rated portion of the recurring fee" means the product obtained by multiplying the applicable recurring fee during the month of the failure by a fraction, the numerator of which will be the number of hours that the Services and/or DMS did not satisfy the Uptime Warranty (i.e. the excess of actual downtime over Excusable Downtime in the applicable month), and the denominator of which will be the total number of hours of the Uptime Commitment during the month that such failure occurred. THE FOREGOING REFUND WILL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR CONTRACTOR'S FAILURE TO COMPLY WITH THE UPTIME COMMITMENT IN THIS SECTION 7.2 AND CLIENT HEREBY DISCLAIMS ALL OTHER REMEDIES AVAILABLE IN LAW AND EQUITY RELATED TO THE UPTIME WARRANTY.



Master Software and Services Agreement

8. WARRANTIES AND INDEMNIFICATION.

8.1. Client represents and warrants (i) that Client either owns or has the right to authorize the reproduction of any hardcopy or electronic records provided to Contractor, or its subcontractor, (ii) the documents, materials or other records provided to Contractor, or its subcontractor, do not infringe any United States copyright, trademark, patents, trade secrets or other proprietary rights of any third-party. Client agrees to indemnify and hold Contractor harmless from any and all claims by any third-party that the documents, materials or records provided by Client pursuant to this Agreement infringe upon the third-party's intellectual property rights, proprietary rights or were otherwise reproduced or processed in an unauthorized manner and (iii) the Services do not violate a federal, state or municipal law or regulation. Client will indemnify and hold Contractor and its affiliates, officers, directors, shareholders, employees, agents and representatives harmless from and against all damages, costs, expenses, and liabilities, including without limitation, reasonable attorneys' fees and expenses, from any third party claim of any kind against Contractor arising from Client's breach of this Agreement or negligence or willful misconduct arising in whole or in part under this Agreement.

8.2. Contractor represents and warrants (i) that Contractor either owns or has the right to grant the access license set forth herein, and (ii) that the Services do not infringe any United States copyrights, trademarks, patents, trade secrets, or other proprietary rights (collectively, "IP Rights") of any third party. Contractor will indemnify and hold Client harmless from and against any damages, costs, expenses and liabilities, including reasonable attorneys' fees, from any third party claims against Client arising from the breach of the representations and warranties set forth in this Section 8.2. The indemnification obligations are contingent upon Contractor being promptly notified of such claim, having the sole authority to defend or settle such claim, and receiving the reasonable assistance of Client in connection therewith at Contractor's expense. Notwithstanding the foregoing, Contractor will have no indemnification obligation hereunder with respect to claims based on: (i) use of the Services and/or DMS except in accordance with this Agreement and Contractor's written instructions; (ii) the combination of the Services and/or DMS with any other software or hardware; (iii) modifications of the Services and/or DMS not made by Contractor, or its subcontractor; or (iv) Client's failure to implement changes recommended by Contractor, or its subcontractor, if the infringement would have been avoided in the absence of such combination, modifications or failure to implement recommended changes.

8.3. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY INDICATED IN THIS SECTION 8, THE SERVICES AND/OR DMS ARE PROVIDED "AS IS" AND NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS TO THE OTHER PARTY WITH RESPECT TO THE DMS OR THE SERVICES PROVIDED HEREUNDER OR OTHERWISE, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

9. TERM AND TERMINATION.

9.1. Following the expiration of the Initial Term of this Agreement, this Agreement will automatically renew for additional successive terms of one (1) year (each a "Renewal Term"), unless either party provides written notice to the other party at least sixty (60) days prior to the end of the then current term of its intent not to renew the term of this Agreement.

9.2. In the event that either party hereto materially defaults in the performance of any of its duties or obligations under the Agreement and does not substantially cure such default within thirty (30) days after receiving written notice specifying the default, then the non-defaulting party may, by giving written notice thereof to the defaulting party, terminate this Agreement as of a date specified in such notice of termination. Termination of this Agreement for cause will terminate any SOS or SOS then in effect.

9.3. Termination of this Agreement by either party pursuant to the provisions of this Section 9 shall terminate each party's obligations under this Agreement except for the provisions of Sections 4, 5, 6, 8, 9.3, and 10 all of which shall survive termination of this Agreement.

9.4. Client may terminate this Agreement during the Initial Term or any Renewal Term, upon sixty (60) days advance written notice to Contractor, without cause if Client pays Contractor a cancellation fee equal to one hundred (100) percent of the average actual fees charged for the prior four (4) month period, multiplied by the remaining billable months in the then applicable Initial Term or Renewal Term. Client agrees to pay any Cancellation Fee within fifteen (15) days of any specified early termination event. Client acknowledges that such Cancellation Fee is not a penalty, but is intended to be liquidated damages, the actual damages being difficult to determine in advance. Payment of the Cancellation Fee is the sole remedy for Client's early termination.

10. LIMITED LIABILITY.

10.1. CLIENT AGREES THAT TOSHIBA, SUBCONTRACTORS AND ALL AFFILIATES' OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, OR REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS RESULTING FROM THE USE OR INABILITY TO USE THE DMS OR SERVICES, EVEN IF TOSHIBA HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE..

10.2. EXCEPT FOR A DATA BREACH, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF TOSHIBA, SUBCONTRACTORS, OR ITS AFFILIATES FOR ANY DAMAGES INCURRED BY CLIENT EVER EXCEED THE FEES RECEIVED BY TOSHIBA UNDER THIS AGREEMENT DURING THE



Master Software and Services Agreement

TWELVE MONTHS PRIOR TO THE TIME AT WHICH THE DAMAGES AROSE REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. TO THE EXTENT TOSHIBA OR ITS SUBCONTRACTOR IS IN BREACH OF SECTION 13, TOSHIBA'S ENTIRE LIABILITY IS LIMITED TO DIRECT, PROVEN DAMAGES BUT IN NO EVENT MORE THAN ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) PER OCCURANCE AND TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) IN THE AGGREGATE.

10.3. SHIPPING TERMS ARE FOB SHIPPING POINT. TOSHIBA IS NOT RESPONSIBLE FOR DAMAGES INCURRED IN CONNECTION WITH THE PACKAGING, SHIPMENT OR DELIVERY OF DOCUMENTS, FILES OR BOXES FROM CLIENT LOCATION TO TOSHIBA, OR ITS SUBCONTRACTOR, FACILITIES.

11. NOTICES.

Any notice, approval, request, authorization, direction or other communication under this Agreement, except for billing and payment communication pursuant to section 4, shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to whom the same is directed; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested postage and charges pre-paid or any other means of rapid mail delivery for which the receipt is available, to the address of the party set forth at the end of this document.

To Contractor: 25530 Commercentre Drive
Lake Forest, CA 92630

With a Copy to: TABS Legal Department
25530 Commercentre Drive
Lake Forest, CA 92630

To Client: Alltech
3031 Catnip Hill RD
Nicholasville, KY 40356

12. SCHEDULES AND EXHIBITS.

The following Schedule(s) and Exhibit(s) are attached to and made a part of this Agreement by this reference:

Schedule A: Statement of Services

13. DATA PROTECTION, SUBCONTRACTORS, DATA BREACH NOTIFICATION.

13.1 The Parties acknowledge and agree that (i) Client will be and remain the controller of the client material for purposes of the applicable laws relating to data privacy, personal data, transborder data flow and data protection; (ii) Client is the party instructing Contractor in relation to the use of the Client materials for activities including emailing, data collection, and reporting, and (iii) Contractor or its subcontractor will be processing Client materials on Client's behalf.

13.2 Pursuant to Section 13.1, Contractor (i) does not participate in Client's or Client's Affiliates selection of the individuals targeted by e-mails or questionnaires or individuals to whom data or access to reports is provided; (ii) does not influence or control the type of data and information gathered from individuals or the content of the material displayed to individuals, and (iii) does not influence or control the use and distribution of the data and information collected or inputted by Client or Client Affiliates.

13.3 Contractor shall maintain and shall ensure any third-party subcontractor maintains commercially reasonable technical and organizational processes to protect (i) against the unauthorized access to such Personal Data; and (ii) against accidental loss or destruction of or damage to such Personal Data held or processed by it all times in accordance with generally accepted industry practice.

13.4 Client hereby authorizes Contractor to use third party suppliers to manage the Services and/or DMS and the hosting environment therein as of the Effective Date.

14. INSURANCE.

During the Term, and for a period of three (3) years after its termination or expiration, the parties shall procure and maintain with a reputable insurance company, the following insurance coverage:



Master Software and Services Agreement

14.1 During the Term, and for a period of three (3) years after its termination or expiration, Contractor shall procure and maintain the following insurance coverage: (i) for purposes of Contractor's obligations set forth in section 13.3, Contractor shall maintain cybersecurity coverage in an amount no less than as required under section 10 herein, and (ii) for purpose of Contractor's indemnity obligations set forth in section 8 herein, general liability coverage with limits as required under section 10 herein.

14.2 During the Term, and for a period of three (3) years after its termination or expiration, Client shall procure and maintain the following insurance coverage: for purpose of Client's indemnity obligations set forth in section 8 herein, general liability coverage with limits no less than \$100,000.00 per occurrence and \$250,000 aggregate.

14.3 Upon request by either party, either Contractor or Client, as the case may be, will provide proof of insurance coverage. In the event that any such insurance coverage is canceled, terminated or not renewed, Contractor or Client, as the case may be, shall immediately notify the other party of such action and shall procure replacement insurance coverage without delay.

15. MISCELLANEOUS.

In the event that either party's performance is delayed, prevented, obstructed or inhibited because of any act of God, fire, casualty, delay or disruption in transportation or utilities flood, war, strike, lockout, epidemic, destruction or shutdown of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer DMS or any cause beyond such party's reasonable control, the party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party. Client shall not assign or otherwise transfer all or any or of its rights, obligations or interest under this Agreement without the written consent of Contractor, which shall not be unreasonably withheld, and any attempt to do so shall be void and of no force or effect for any purpose whatsoever and shall constitute a breach of this Agreement. The failure of either party to insist upon the performance of any provision herein or to exercise any right or privilege granted to it hereunder will not be construed as a waiver of such provision or any provisions herein, and the same will continue in full force. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered an acceptance of any continuing or subsequent breach of the same provision. The Agreement and the Services will be governed by and interpreted in accordance with the internal laws of the state of California, excluding its conflict of law rules. Any action, suit, or other proceeding shall be brought by either party against the other party in a State or Superior court of competent jurisdiction in Orange County, California. Both Parties hereby submit to the exclusive jurisdiction of such courts and waive any objection to jurisdiction or venue in any such proceeding.

This Agreement, together with the exhibits attached hereto which are hereby incorporated herein, sets forth the entire agreement between the parties relating to the subject matter hereof, and supersedes any and all prior agreements of the parties with respect to the subject matter hereof. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the duly authorized representatives of both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and made effective as of the Effective Date.

CLIENT NAME: Alltech
ADDRESS: 3031 Catnip Hill Rd., Nicholasville, KY 40356
BY: _____
NAME: _____
TITLE: _____
DATE: _____

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.:
ADDRESS: _____
BY: _____
NAME: _____
TITLE: _____
DATE: _____

TOSHIBA

STATEMENT OF SERVICES ("SOS")

for

Customer - <enter Customer Name>

Services - <enter Solution Name>

Customer

Contractor

<Enter Customer Principal Contact Name>

Printed Name

<Enter Contractor Rep Contact Name>

Printed Name

<Enter Customer Principal Title>

Printed Title

<Enter Contractor Rep Title>

Printed Title

Signature (Authorized Customer)

Signature (Authorized Contractor)

<enter Customer SOS Signing Date>

Date

<enter Contractor SOS Signing Date>

Date

This Statement of Services ("SOS") is made by and between Toshiba America Business Solutions, Inc. ("TABS"), including its division Toshiba Business Solutions ("Contractor"), with its headquarters located at 25530 Commercentre Drive, Lake Forest, CA 92630 (collectively or individually TABS and Contractor shall be referred to as the "Contractor"), and <enter Customer Name> located at <enter Customer Location> (the "Customer").

This SOS describes the project and details the services and deliverables (hereinafter collectively known as "Project Services") associated with the <Enter Project Name> project (the "Project").

Project Services shall be provided pursuant to the "Project Contract" which consists of (i) this SOS together with (ii) the Master Software and Services Agreement ("MSSA") dated<Insert specific MSSA Name and date > between Contractor and its Customer (the "Services Agreement"). This SOS is subject and subordinate to the MSSA. To the extent the terms and conditions of the Services Agreement and SOS conflict, the MSSA shall prevail.

Table of Contents

1.	PROJECT CONTACTS	3
2.	INTRODUCTION.....	4
3.	PROJECT OBJECTIVE	4
4.	PROJECT SCOPE.....	4
4.1.	IN-SCOPE FUNCTIONALITY	4
4.2.	OUT OF SCOPE FUNCTIONALITY:	5
5.	PROJECT DELIVERABLE(S)	5
6.	SERVICES	6
7.	PROFESSIONAL SERVICES AND LICENSE FEES	7
8.	ACCEPTANCE MILESTONES	8
9.	COMPLETION CRITERIA.....	8
10.	CHANGE MANAGEMENT	9
11.	SUPPORT.....	9
12.	SOS - ASSUMPTIONS	10
13.	CUSTOMER RESPONSIBILITIES.....	10
14.	CONTRACTOR RESPONSIBILITIES	11
15.	ADDITIONAL TERMS.....	12
	EXHIBIT A: PROPOSED PROJECT PLAN.....	12
	EXHIBIT B: PRICING SCHEDULE	13
	EXHIBIT C: SOLUTIONS DELIVERY AND ACCEPTANCE FORM	14
	EXHIBIT D: CHANGE ORDER AUTHORIZATION FORM	15
	EXHIBIT E: SUPPORT ESCALATION PROCESS.....	16
	EXHIBIT F: BUSINESS REQUIREMENTS DOCUMENT	17
	EXHIBIT G: FUNCTIONAL DESIGN DOCUMENT	18

1. Project Contacts

Contractor Office Details	
Contractor Region	
Address Line1	
Address Line 2	
City, State, ZIP City, State. ZIP	
Phone Number	
Fax Number	
Contractor Sales Rep. Name	
Contractor Consultant Name	
Contractor Analyst Name	
Customer Number	
Contract Number	

Customer Details	
Customer Name	
Customer Contact Person	
Customer Address Line-1	
Customer Address Line-2	
City, State, ZIP	
Telephone #:	Ext:
Fax Number:	
Email Address:	
Customer Number:	
Contract Number:	

2. Introduction

Customer's acceptance of this SOS shall be authorization for Contractor's performance of the Project Services set forth in this SOS. Contractor reserves the right to utilize subcontractors and sub-subcontractors (collectively known as "Sub-contractors") in performance of the Project Services. Contractor represents that all its Sub-contractors (i) will be competent to perform the Project Services; (ii) will exercise commercially reasonable standards in performing these Project Services; and (iii) will comply with all terms and conditions applicable to Contractor in the performance of the Project Services.

The purposes of the SOS are to (i) specify the work to be completed by the Contractor during phases of the Project; (ii) detail the obligations of the Contractor and the Customer; and (iii) set forth the Project schedule and fees.

Contractor has prepared this SOS to detail the scope of Project Services and costs for the Project Services. The costs stated were derived by drawing from Contractor's experience with similar engagements and using preliminary information received from Customer.

The information in this SOS supersedes all previous estimates or verbal discussions on the project. This document is intended for Customer and Contractor only and cannot be distributed to persons or third parties not directly involved with this project without express written consent of both Customer and Contractor.

3. Project Objective

Based on the agreed upon business requirements, Contractor will provide design, implementation, training, and support services to the following locations:

--	--

4. Project Scope

Contractor has identified the need to deploy Software and provide Professional Services for the implementation. Contractor will provide the following services to Customer:

4.1. In-Scope Functionality

- Consult with Customer personnel to implement Software
- Educate the Customer IT personnel on the features of Software
- Deploy and integrate Software
- Assist Customer IT personnel in the configuration of Software
- Training
 - Administrative Training
 - End user to user to use the Software

See the attached **Exhibit A, Project Plan** for more specific project tasks.

Note: Attach a sample Project Plan as Exhibit A at the bottom of this SOS. Remove this note before submitting this SOS to Customer.

4.2. Out of Scope Functionality:

- Any activity not defined in the In-Scope functionality section of this document

5. Project Deliverable(s)

Deliverable(s):

Based on the agreed upon business requirements, Contractor will provide the following:

1. Solution Design (Functional Design Document)
2. Software Deployment and Configuration
3. Documentation:
 - Project Plan
 - This Statement of Service (SOS)
 - Acceptance Documents (project signoff)
 - Software documentation is provided with the Contractor provided Software
 - User Manual
 - Installation & Administration Manual
 - Configuration Documentation
 - User Acceptance Testing Recommendations
 - Administrative Training Materials

Refer to your Microsoft Teams Site for the Solutions System Requirements Options.

NOTE: It is the responsibility of the Customer to meet the minimum installation pre-requisites provided to them prior to the installation of the software.

6. Services

Contractor will provide the following services:

REPLACE THIS LINE WITH CONTENT for the specific solution being implemented. Remove the instructions text prior to submission of this SOS to Customer.

Refer to your Microsoft Teams Site for the Solutions Services Options.

***Note: Please reference the Project Plan for a complete list of Services provided.**

7. Professional Services and License Fees

Cloud Subscription Fees Language: Adjust as needed for your opportunity.

This is a fixed fee engagement. Any changes to this SOS will require a Change Order executed and agreed upon by both parties. Contractor cannot perform work outside of the scope of this SOS without an authorized Change Order signed by Customer.

Services Fees

Initial Investment \$<Enter Initial Customer's Payment Here>

License Fees \$<Enter Licensing Fee Here> (renewable annually)
(includes M&S)

This document is valid for a period of 30 days from the cover date; after this date it may be revised upon consent by CONTRACTOR.

Expenses associated with travel, overnight stays, etc., for the duration of this project are included in the estimate of this project.

See **Exhibit B – Price List** for itemized pricing quote

Note: Attach a sample Price List as Exhibit B at the bottom of this SOS. Remove this highlighted note prior to submission of this SOS to Customer.

8. Acceptance Milestones

Contractor has created the following testing and acceptance milestones to enable successful completion of the project to the satisfaction of both Contractor and Customer. These milestones are used to demonstrate the successful execution of the required services for Customer and this project.

During this project, Contractor may request that you initial and date each milestone to signify acceptance. If additional milestones other than listed below are required, Contractor reserves the right to document and incorporate a Change Order to this SOS.

Project Milestones

Please refer to **Exhibit A, Project Plan** for project detail.

Notes:

The milestones table below is intended as a sample. Update as needed.

Append a sample project plan as **Exhibit A** to this SOS. Remove these notes prior to submission of SOS to Customer.

Milestone	MilestoneDate
Phase One - (Implement DRMS for HR)	
1. Initiation and planning complete	6/14/2019
2. Software configuration complete	7/12/2019
3. Workflow design complete	7/23/2019
4. System testing complete	7/26/2019
5. User acceptance testing (UAT) complete	8/2/2019
6. Training complete	8/9/2019
7. User Acceptance Signoff	8/15/2019
Project Complete	8/15/2019

9. Completion Criteria

When the services detailed in this SOS and associated Project Plan have been completed and demonstrated, the project will be considered complete and Contractor will request Customer signoff of the attached **Exhibit C, Solutions Delivery and Acceptance** within 15 days of Project Plan completion.

10. Change Management

While this SOS is intended to provide, as much as possible, a clear understanding of the responsibilities of the parties concerning these Project Services, it is not intended to encompass every conceivable obligation and responsibility that may arise.

Circumstances encountered during the performance of these services that warrant additional time or expense could result in the inability to deliver the services detailed within this SOS. Changes to the scope, assumptions, personnel, environment, dependencies, timeline, Software or Deliverables will be communicated in writing and agreed to by both Contractor and Customer via Contractor's Project Management personnel. A Change Order Authorization ("COA") form may be added to this agreement to amend and set forth the effective date, purpose, description and price, if applicable.

The work required to address these changes will be scoped and presented to Customer as a COA with any additional time, materials or cost. The following list provides a detailed process to follow if changes to the scope of this SOS are required.

- A COA will be the vehicle for communicating change and will be prepared by the Contractor lead Solutions Analyst assigned to this project. The COA must describe the change, the reason for the change, and the effect the change will have on the project.
- Both Project Managers will review the proposed change and approve. The review will determine the effect the COA will have on price, schedule, and other terms and conditions of this SOS.
- A written COA must be signed by both parties to authorize the implementation of any changes. See the attached **Exhibit D, SOS Change Order Authorization**.

11. Support

Contractor will provide implementation support for this project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufactures specifications.

Upon completion of the project, Customer will have access to the implemented solution's support Engineers for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the contract.

Please Refer to **Exhibit E, Proposed Support Escalation Process** for support details

Note: Append Support Escalation Process instructions as Exhibit E. Remove these notes prior to submission of SOS to Customer.

12. SOS - Assumptions

The following are the general assumptions on which this SOS and Professional Services Fee are based. If any of these assumptions either change or are incorrect a COA may be required, which may result in additional Professional Services fees.

- Building environmental conditions that are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- Access to equipment and facilities will be unimpeded. If access delays occur, work may be considered out of scope and may be required to be done outside of business hours at an overtime premium. Normal hours are Monday through Friday 8 a.m. to 5 p.m. local time, excluding holidays.
- Cabling and WAN Data Communication Lines are properly installed and tested. Contractor is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOS on a time and materials basis.
- Contractor is not responsible for any conflicts with existing hardware or software that is no longer supported by the manufacturer.
- Contractor is only responsible for integration tasks outlined in this proposed SOS. Any work outside of this SOS will be handled through a COA Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
- Contractor will have access to Customer facilities and technical resources for the completion of this project and may conduct a substantial portion of the project work offsite at its own facilities.
- Deliverables and related activities have been explicitly defined herein, and anything not specifically included, but desired to be completed is to be addressed through the change management process.
- All systems will be installed in US English (other localized language configurations can be provided at an incremental cost and with a potential impact to delivery times).

13. Customer Responsibilities

The "Scope of Service – Details" is the Software specific activities that are defined as the responsibility of Customer. If any of these responsibilities either change or are incorrect a COA may be required, which may result in additional Professional Services fees. Please review this section to make sure these responsibilities are correct.

- Ensure that all applications and data are successfully backed up prior to Contractor beginning work. Contractor is not responsible for any lost information.
- Provide original manufacturer documentation for all existing hardware and software.
- Provide technical and application support for configuration and testing of Customer specific information. Contractor does not warrant Customer applications.
- Provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this project – to work in conjunction with the Contractor team on this implementation. Additionally, a desktop technician may be required to perform Customer -side duties.
- Communicate the project to appropriate users.
- Make available all the appropriate resources, systems, network access, reports and any/all other data elements required for Contractor to complete the deliverables and other research necessary to complete this project as contained herein.

- Provide a dedicated project manager to provide management, reporting, day to day project tracking, move/add/change requirements, and cross coordination of requirements.
- Network configuration information to assist in solution design
- Deploy Software with the assistance of Customer IT Personnel to Customer desktops (if required)
- Network connectivity between all solution components
- Identify a Project Sponsor with sign-off authority and ability to facilitate Customer stakeholder participation
- Provide the resources to complete Customer responsibilities defined in the Deliverables section of this SOS.
- Provide access to key personnel and information needed to complete the project.
- Provide access to technology resources with an understanding of the hardware and software environments contemplated in this project.
- Provide the appropriate physical and network access to onsite resources, including IT areas and all necessary fees, licenses, and release forms, related to photos, logos, and imagery that are to be provided to Contractor.
- Provide a workspace for Contractor staff to use onsite.
- Report on any Customer technical or resource issues that would delay, hinder or adversely affect the deployment of the solution or its performance in the Customer environment.
- Allow for the distribution of Software upgrades to Customer PC's as needed.
- Accept title and/or license upon delivery/installation for product and/or software purchased if applicable.
- Sign appropriate Contractor finance document for leased or financed transactions

14. Contractor Responsibilities

The following are the Software specific activities that are the responsibility of Contractor.

- Software license key
- Technical specifications for implementation
- Installation of the Software components
- Email and phone support for the duration of the contract
- Technical Services included in the scope herein
- Configuration of the Software components
- Solution training
- Software updates and patches are included in the Annual Maintenance and Support Agreement
- Support for the download of software updates is included in the Annual Maintenance and Support Agreement.

15. ADDITIONAL TERMS

1. Neither party shall be responsible for circumstances beyond its reasonable control that make its performance impossible or delays its performance under this SOS. To the extent that a party is delayed by such causes, the time to perform will be extended upon mutual agreement and execution of a SOS Change Order Authorization provided for herein, except with respect to the obligation to pay money to the other party, which period shall not be extended.
2. Payment terms are Net 30 days. All amounts more than 30 days past due shall be subject to a one percent (1.5%) monthly late fee or the highest amount allowed by law.

Exhibit A: Proposed Project Plan

Note: Below is a sample Project Plan. Replace this plan with actual project referenced in this SOS. Remove these notes prior to submission of SOS to Customer.

Task Name	Duration	Projected Start Date	Projected End Date
Customer Solution Implementation Project Plan	57d	06/03/19	08/20/19
Initiation and Planning	8d	06/03/19	06/12/19
Resource Allocation	4d	06/06/19	06/11/19
Milestone - Initiation and Planning Complete	1d	06/12/19	06/12/19
Execution	49d	06/13/19	08/20/19
Software Configuration	31d	06/13/19	07/25/19
Milestone - Workflow Design Complete	1d	07/22/19	07/22/19
Install Workstation Clients	4d	07/22/19	07/25/19
Install Solution client software	4d	07/22/19	07/25/19
Milestone - Software Configuration Complete	1d	07/26/19	07/26/19
System Testing	5d	07/26/19	08/01/19
Milestone - System Testing Complete	1d	07/17/19	07/17/19
Maintenance and Support		08/21/19	
Measures and Control		08/21/19	

Exhibit B: Pricing Schedule

Note: Insert actual pricing schedule referenced in this SOS. Remove these notes prior to submission of SOS to Customer.



Exhibit C: Solutions Delivery and Acceptance Form

Solutions Delivery and Acceptance Form

Customer Name:		
Project Name/Description	Project Location Address	
Name And Title Of Authorized Person	City, State, ZIP	
E-Mail Address	Phone	FAX
Service Agreement Information		
Service Agreement Type:	_____ Statement of Services if other, specify:	
Service Agreement Date	_____	
Deliverable / Milestone / Project Information		
<p>Acknowledgement. By signing below, Customer acknowledges and confirms that the deliverable, milestone and/or project referenced above has been completed, and all testing and acceptance criteria have been satisfied in all respects as of the date of this Form. Accordingly, Contractor is authorized to invoice Customer for all unpaid or outstanding fees and charges relating thereto, which shall be due and payable in accordance with the terms of the Service Agreement.</p>		
_____	_____	_____
Date	Authorized Customer Representative Signature	Title



Exhibit D: Change Order Authorization Form

Statement of Services Change Order Authorization

PS Project Name: [Insert Project Name]

MSSA Number (if Applicable): [Insert MSSA Number]

Change Order Number: [Insert Change Number]

This Statement of Services Change Order Authorization ("COA") is made and entered into by and between **Toshiba America Business Solutions, Inc. ("TOSHIBA")**, located at 25530 Commercentre Drive, Lake Forest, CA 92630, and [CUSTOMER], located at _____ ("CUSTOMER ADDRESS"), collectively "parties". This COA is hereby incorporated by reference into the Statement of Services ("SOS") between the Parties as of the Effective Date below. This COA shall continue in effect until the termination or expiration of the SOS, unless sooner terminated in accordance with the terms of the SOS or as indicated herein. Parties agree that this COA hereby amends and/or modifies the referenced SOS as follows:

Effective Date:	
Purpose of Change:	
Change Description (if attachments are necessary, please number sequentially as Appendices)	
Pricing:	
Facsimile and electronic signatures shall have the same effect as written signatures	
The Parties have caused this COA to be executed and each individual whose signature appears below hereby warrants that they are duly authorized to execute this COA on behalf of the Party they represent:	
CONTRACTOR	CUSTOMER
Printed Name:	Printed Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

Exhibit E: Support Escalation Process

Note: Add Support Escalation Process description in this section.

Below is a sample Support Escalation Process. Replace this process with the applicable escalation process. Remove these notes prior to submission of SOS to Customer.

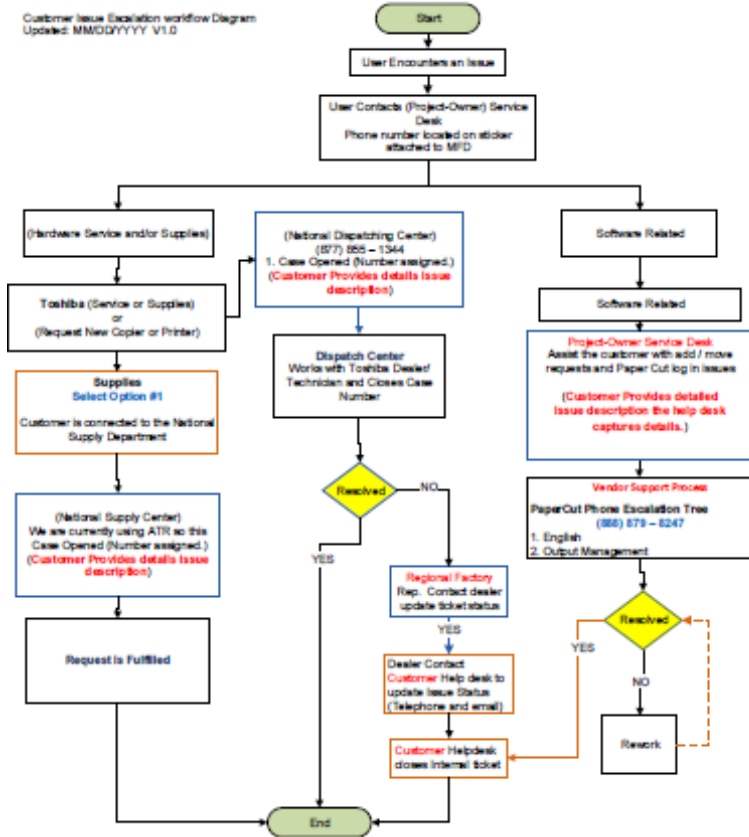


Exhibit F: Business Requirements Document

The Business Requirements Document (“BRD”) outlines the details the business solution for a project including the documentation of Customer needs and expectations. The BRD is intended to highlight the project Scope, Requirements, Assumptions, Constraints, and Risks.

BRD WILL BE PROVIDED BY CONTRACTOR

Exhibit G: Functional Design Document

The Functional Design Document provides an overview of the business issue to be addressed, a mock-up of the User Interface (UI) design, and a plain English synopsis of the logic anticipated. This document provides the customer with the opportunity to approve the high-level design before the effort is made to develop a detailed or technical design.

FDD WILL BE PROVIDED BY CONTRACTOR