Non-ARRA Version
PROJECT 40729
EXPRESS PRODUCTS LIST ("EPL")
MASTER PURCHASE & MAINTENANCE AGREEMENT FOR TWO-WAY RADIOS
BETWEEN
LEFLORE COMMUNICATIONS, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES, INSTITUTIONS AND GOVERNING AUTHORITIES OF THE
STATE OF MISSISSIPPI

This Master Purchase and Maintenance Agreement for Two-Way radios and accessories (hereinafter referred to as "EPL Agreement") is entered into by and between Leflore Communications, Inc., a Mississippi corporation having its principal offices at 1604 Chickasaw Street, Greenwood, Mississippi 38930 (hereinafter referred to as "Seller") and the Mississippi Department of Information Technology Services, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, governing authorities, and educational institutions of the State of Mississippi (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State".

WHEREAS, Seller is an authorized dealer of certain two-way radios and accessories; and

WHEREAS, ITS, desires to acquire an Express Products List ("EPL") Agreement containing the terms and conditions which will govern any orders placed by a Purchaser during the term of this EPL Agreement for the acquisition, installation and maintenance of two-way radios and accessories (hereinafter referred to as "Products") and services from Seller that were listed in the published EPL as a result of Request for Proposals ("RFP") Number 3744;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 TERM OF AGREEMENT

Unless terminated as prescribed elsewhere herein, this EPL Agreement will become effective on the date it is signed by all parties (the "Effective Date") and will continue in effect through May 31, 2017, or until all warranties provided by Seller to Purchaser have expired, whichever occurs last. At the end of the initial term, the EPL Agreement may, upon the written agreement of the parties, be renewed for additional terms, the length of which will be agreed upon by the parties. Sixty (60) days prior to the expiration of the initial or any renewal term of this EPL Agreement, Seller shall notify ITS in writing of the impending expiration and thereafter ITS shall notify Seller of its intent to either renew or cancel the EPL Agreement.

ARTICLE 2 MODIFICATION OR RENEGOTIATION

This EPL Agreement and any supplement and/or purchase order thereto may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the EPL Agreement and pertinent

supplement and/or purchase order if federal and/or state revisions of any applicable laws or regulations make changes in this EPL Agreement and any pertinent supplement and/or purchase order necessary.

ARTICLE 3 INCLUDED PARTIES
Seller will accept orders from and furnish the Products and services under this EPL Agreement to any governmental agency, governing authority or educational institution within Mississippi authorized to use the published EPL, in line with ITS policies and procedures, at prices not to exceed those prices specified in the published EPL.

ARTICLE 4 ADDITIONAL TERMS AND CONDITIONS
All provisions in this EPL Agreement are in addition to the requirements of RFP No. 3744 and the published EPL, which are both incorporated into and made a part of this EPL Agreement.

ARTICLE 5 ORDERS
5.1 The State does not guarantee that it will purchase any minimum amount under this EPL Agreement.

5.2 When a Purchaser decides to procure any Products and/or services from Seller, the Purchaser shall execute a supplement and/or purchase order to be signed by Seller and an authorized representative of the Purchaser. The supplement and/or purchase order shall set forth the Products/services to be procured; the prices for same; the warranty period, the specific details of the transaction, including but not limited to the equipment to be maintained, the maintenance plan selected, the prices for the maintenance service and the length of the desired maintenance term, if maintenance is applicable, as well as any additional terms and conditions agreed to by the parties. All supplements and/or purchase orders shall be governed by, and incorporate by reference, the terms and conditions of this EPL Agreement. The terms and conditions of this EPL Agreement shall supersede any conflicting terms and conditions set forth in any document provided by Seller or its subcontractors. The parties agree that the Purchaser has the right to adjust the quantities of purchases based upon the availability of funding or as determined necessary by the Purchaser.

5.3 Seller guarantees its pricing for the duration of each EPL cycle in accordance with the Update provisions stated in the RFP. In the event there is a national price decrease of the Products proposed during that time, Seller agrees to extend the new, lower pricing to Purchaser.

5.4 The parties acknowledge and agree that Purchaser may, from time to time, order and receive Products from Seller that it determines upon initiating implementation, are not all needed to complete a project order. In such cases, the parties agree to arrange returns on a mutually satisfactory basis, provided the Products ordered maintain their packaging and returns are initiated by Purchaser within thirty (30) days of receipt of the Products from Seller, subject to return authorization by Seller.

ARTICLE 6 METHOD OF PAYMENT
6.1 Once the Products have been accepted by Purchaser as prescribed in Article 7 herein or there has been lack of notice to the contrary, Seller shall submit an invoice for the cost and shall

certify that the billing is true and correct. Services will be invoiced as they are rendered. Seller shall submit invoices and supporting documentation electronically during the term of this EPL Agreement using the processes and procedures identified by the State. Purchaser agrees to pay Seller in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Payments by state agencies using the Statewide Automated Accounting System ("SAAS") shall be made and remittance information provided electronically as directed by the State. These payments by SAAS agencies shall be deposited into the bank account of the Seller's choice. Seller understands and agrees that Purchaser is exempt from the payment of taxes. No payment, including final payment, shall be construed as acceptance of defective Products or incomplete work, and Seller shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the Article herein titled "Entire Agreement".

6.2 If payment of undisputed amounts is not made to Seller within forty-five (45) days of Purchaser's receipt of the invoice, Purchaser shall be liable to Seller for interest at a rate of one and one-half percent (1 ½%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized.

6.3 Acceptance by Seller of the last payment from the Purchaser under a supplement and/or purchase order shall operate as a release of all claims against the State by Seller and any subcontractors or other persons supplying labor or materials used in the performance of any work under a supplement and/or purchase order.

ARTICLE 7 DELIVERY, RISK OF LOSS, INSTALLATION, AND ACCEPTANCE

7.1 Seller shall deliver the Products to the location specified by Purchaser and pursuant to the delivery schedule set forth by Purchaser.

7.2 Seller shall assume and shall bear the entire risk of loss and damage to the Products from any cause whatsoever while in transit and at all times throughout its possession thereof, with risk of loss passing to Purchaser upon installation.

7.3 If installation by Seller is required, Seller shall complete installation of the Products pursuant to the requirements of the Purchaser based on the guidelines specified in RFP No. 3744.

7.4 If installation by Seller is required, Seller shall be responsible for installing all Products in accordance with all state, federal and industry standards for such items. Further, Seller acknowledges that installation of the Products shall be accomplished with minimal interruption of Purchaser's normal day to day operations.

7.5 Seller warrants that all Products shall be properly delivered, installed and integrated, if necessary, for acceptance testing within the scheduling deadlines set forth by Purchaser as the site is deemed ready for installation. If installation by Seller is required, Seller shall provide

Purchaser with an installation schedule identifying the date, time and location within the scheduling deadlines agreed to by the parties.

7.6 Unless a different acceptance period is agreed upon by Seller and the Purchaser and specified in the supplement and/or purchase order, Purchaser shall accept or reject the Products provided by Seller after a thirty (30) calendar day testing period utilizing testing criteria developed jointly by the parties. During the acceptance period, Purchaser shall have the opportunity to evaluate and test the Products to confirm that they perform without any defects and perform pursuant to the specifications set forth in RFP No. 3744 and the published EPL. Purchaser may be deemed to have accepted the Product at the end of the thirty (30) day period, unless Purchaser notifies Seller that the Product fails to perform as stated herein.

7.7 In the event the Product fails to perform as stated in Article 7.6 herein, Purchaser shall notify Seller. Unless a different period of time is agreed upon by the Seller and Purchaser and specified in the supplement and/or purchase order, Seller shall, within four (4) working days, correct the defects identified by Purchaser or replace the defective Product. If Seller is unable to correct the defects or replace the defective Product, Purchaser reserves the right to return the Product to Seller at Seller's expense; to cancel the supplement and/or purchase order, and to cancel this EPL Agreement as to itself only.

7.8 Upon receipt of a corrected or replaced Product, Purchaser shall have another acceptance period as set forth in Article 7.6 herein, in which to reevaluate/retest such Product.

7.9 If, after Seller has tendered to Purchaser Seller's attempt to correct the Product, Purchaser again determines the Product to have a defect, Purchaser may take such actions as it deems appropriate, including but not limited to, either (i) notifying Seller that it has elected to keep the Product despite such defects; (ii) returning the Product to Seller and providing Seller with an opportunity to deliver a substitute Product acceptable to Purchaser within the time period specified by Purchaser, or (iii) returning the Product to Seller at Seller's expense and canceling the supplement and/or purchase order pursuant to Article 18.4 herein.

7.10 It is understood by the Seller that Purchaser will not sign the acceptance document until the following conditions have been met: (a) the network and equipment have operated for fourteen (14) consecutive days of operation with no problems, however, should the fourteen (14) day period be interrupted as a direct result of matters beyond Seller's reasonable control, the parties agree that when the interruption is cleared, rather than re-starting such fourteen (14) day period, Purchaser shall have however many days of the fourteen (14) day period that are left in which to determine whether the network and equipment will operate without problems; (b) the quality and level of transmission from the Purchaser's equipment back to the DEMARC is consistent with the published specifications for the system, however, problems that arise on the Central Office side of the DEMARC are Purchaser's responsibility to resolve with its Service Provider, though Seller will work with the Purchaser and its Service Provider to determine the cause of the problem; (c) the agreed upon training program for system administrators and station user personnel has been satisfactorily completed, and (d) the system documentation is complete and on file at Purchaser's offices.

7.11 During warranty and post-warranty services, Seller shall be responsible for damage to Purchaser's Products from power surges, lightning or any other foreign voltage. None of these events shall be excluded from coverage as acts of God.

ARTICLE 8 TITLE TO EQUIPMENT

Title to the hardware Products provided under this EPL Agreement shall pass to Purchaser upon its acceptance of the hardware Product.

ARTICLE 9 WARRANTIES

9.1 Seller represents and warrants that it has the right to sell the Products provided under this EPL Agreement.

9.2 Seller represents and warrants that Purchaser shall acquire good and clear title to the Products purchased hereunder, free and clear of all liens and encumbrances.

9.3 Seller represents and warrants that unless otherwise specified in RFP No. 3744 and/or the published EPL, each Product delivered for new installations shall be delivered new and not as a "used, substituted, rebuilt, refurbished or reinstalled" Product. It is understood that parts supplied by Seller during maintenance may be new or refurbished and warranted as new.

9.4 Seller represents and warrants that it has and will obtain and pass through to Purchaser any and all warranties obtained or available from the manufacturer/licensor of the Product.

9.5 Seller represents and warrants that all hardware Products provided pursuant to this EPL Agreement shall, for the warranty period specified in the supplement and/or purchase order or in the published EPL, whichever is longer, be free from defects in material, manufacture, design and workmanship. Seller's obligation pursuant to this warranty shall include, but is not limited to, the repair or replacement of the hardware Product, or the redoing of the faulty installation, at no cost to Purchaser. Response times and maintenance requirements during the warranty period shall be as specified in Article 15 herein. In the event Seller can not repair or replace the hardware Product during the warranty period, Seller shall refund the purchase price of the hardware Product, and Purchaser shall have the right to terminate the supplement and/or purchase order and this EPL Agreement in whole or in part, solely as between those two parties. Purchaser's rights hereunder are in addition to any other rights Purchaser may have.

9.6 Seller represents and warrants that all Products provided by Seller shall meet or exceed the minimum specifications set forth in RFP No. 3744 and the published EPL.

9.7 Seller represents and warrants that all software Products provided pursuant to this EPL Agreement shall, for the warranty period specified in the supplement and/or purchase order or in the published EPL, whichever is longer, be free from reproducible defects and provide Purchaser complete functionality necessary for the operation of the system. Seller's obligation pursuant to this warranty shall include, but is not limited to, the repair of all reproducible defects or the replacement of the software Product, at no cost to Purchaser. In the event Seller is unable to repair or replace the software Product during the warranty period, Purchaser shall be entitled to a full refund of the price paid for the defective software Product, and Purchaser shall have the right to terminate the supplement and/or purchase order and this EPL Agreement in

whole or in part, solely as between those two parties. Purchaser's rights hereunder are in addition to any other rights Purchaser may have.

9.8 Seller represents and warrants that its services hereunder, including but not limited to, consulting, training and technical support, have been performed by competent personnel in a professional and workmanlike manner and consistent with generally accepted industry standards for same and shall comply in all respects with the requirements of this EPL Agreement. For any breach of this warranty, Seller shall, for a minimum period of ninety (90) days from performance of the service, perform the services again, at no cost to Purchaser, or if Seller is unable to perform the services as warranted, Seller shall reimburse Purchaser the fees paid to Seller for the unsatisfactory services.

9.9 Seller represents and warrants that there is no disabling code or lockup program or device embedded in the Products provided to Purchaser. Seller further agrees that it will not, under any circumstances, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Purchaser's use of the Products and/or which would restrict Purchaser from accessing its data files or in any way interfere with the transaction of Purchaser's business. For any breach of this warranty, Seller at its expense shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of such disabling code, lockup program or device.

9.10 Seller represents and warrants that the Products, as delivered to Purchaser, do not contain a computer virus. For any breach of this warranty, Seller at its expense shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of any virus, and shall be responsible for repairing, at Seller's expense, any and all damage done by the virus to Purchaser's site.

9.11 Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Seller understands and agrees that any breach of these warranties may subject Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

ARTICLE 10 INFRINGEMENT INDEMNIFICATION

10.1 Seller represents and warrants to the best of its knowledge that neither the Products, replacement parts, their elements nor the use thereof violates or infringes on any copyright, patent, trademark, servicemark, trade secret or other proprietary right of any person or entity. Purchaser shall notify Seller promptly in writing of any infringement claim of which it has knowledge, and shall cooperate with Seller in the defense of such claim by supplying information, all at Seller's expense. Seller shall, to the extent authorized by Mississippi law, have sole control of the defense of such suit and all negotiations for its settlement, and Seller, at its own expense, shall defend or settle any and all infringement actions filed against Seller or Purchaser which involve the Products provided under this EPL Agreement and shall pay all costs, attorney fees, settlements, damages and judgment finally awarded against Purchaser.

10.2 If, in any such suit arising from such claim, the continued use of the Products for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Seller shall, at its own expense: (i) first procure for Purchaser the right to continue using the Product, or upon failing to procure such right; (b) modify or replace the Product or components thereof with non-infringing Products so it becomes non-infringing while maintaining substantially similar functionality, or upon failing to secure either such right, (c) request Purchaser to return the infringing items to Seller and Seller shall refund the hardware purchase price and/or software license fees previously paid by Purchaser for the Products Purchaser may no longer use. Said refund shall be paid within ten (10) working days of notice to Purchaser to discontinue said use.

10.3 Seller shall have no indemnification obligations to Purchaser under this Article for any breach of the preceding warranties caused directly by: (i) infringement resulting from the combination or use of the Product with other items not provided by Seller; (ii) infringement resulting from material modification of the Product by someone other than Seller, its agents or subcontractors or Purchaser's employees who were working at Seller's direction; or (iii) infringement resulting from Purchaser's use of an allegedly infringing version of the Product if the alleged infringement would have been avoided by the use of a different version Seller made available to Purchaser at no cost to Purchaser, as long as the new or corrected version did not adversely affect the Purchaser's system's functionality.

ARTICLE 11 EMPLOYMENT STATUS

11.1 Seller shall, during the entire term of this EPL Agreement, be construed to be an independent contractor. Nothing in this EPL Agreement is intended to nor shall it be construed to create an employer-employee relationship or a joint venture relationship.

11.2 Seller represents that it is qualified to perform the duties to be performed under a supplement and/or purchase order and this EPL Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the required duties. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Purchaser. Seller shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may

be required. Neither Seller nor employees of Seller are entitled to state retirement or leave benefits.

ARTICLE 12 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Seller will be responsible for the behavior of all its employees and subcontractors while on the premises of any Purchaser location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Seller employees and subcontractors who will be working at such locations to install or repair Products shall be covered by Seller's general liability insurance policy.

ARTICLE 13 STAFFING; PROJECT MANAGEMENT; TRAINING, AND SERVICES

13.1 Seller will render all services under a supplement and/or purchase order in a professional and workmanlike manner. Seller guarantees that the personnel assigned to perform services pursuant to a supplement and/or purchase order will function in the capacity for which their services were acquired throughout the duration of the project as long as the personnel are employed by Seller, and any failure by Seller to so provide these persons shall entitle the Purchaser to terminate the supplement and/or purchase order for cause subject to the terms and conditions of Article 18.4 herein. Seller will, within ten (10) working days of Purchaser's request, replace any Seller personnel that are rendering services on-site at a Purchaser facility if Purchaser considers the personnel to be unacceptable and provides Seller with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement. Seller will not permanently divert any Seller personnel assigned to provide services under a supplement and/or purchase order from meeting work schedules developed and approved under the supplement and/or purchase order unless approved in writing by the Purchaser. In the event of Seller personnel loss or redirection, the services will be performed by Seller without interruption using other Seller personnel, and Seller shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel. All substitute personnel assigned to the project shall have equal or greater ability, experience and qualifications than the departing personnel. If Purchaser reasonably determines that any Seller personnel providing services on-site does not possess the requisite skill sets to perform services for which he/she has been assigned, then upon Purchaser providing Seller with notice to that effect, Seller shall replace such Seller personnel.

13.2 Unless otherwise agreed to in a supplement and/or purchase order, in each instance in which Seller is providing Purchaser with services, Seller and Purchaser will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the schedule for and the scope of services that Seller shall provide. Purchaser will establish the overall project direction, including assigning and managing the Purchaser's project personnel team. Seller shall designate and identify for Purchaser a Seller project manager to serve as an interface to Purchaser and to oversee and manage Seller's responsibilities in connection with each project plan. Seller's responsibilities include, without limitation, providing Purchaser with periodic status reports on the project. Purchaser must assign a project manager who will assume responsibility for management of the project. If the parties do not develop a

project plan in any instance, Seller shall nonetheless provide Purchaser with services on an as-directed basis.

13.3 When ordered by Purchaser, Seller agrees to provide Purchaser with consulting; implementation; training; technical support, and modification services pursuant to the requirements set forth in the supplement and/or purchase order. Seller agrees to provide, upon delivery, all user documentation and technical manuals needed to fully acquaint the user with operation of all of the Products.

ARTICLE 14 CHANGE ORDER RATE AND PROCEDURE

14.1 It is understood that the Purchaser may, at any time by a written order, make changes in the scope of the project that is the subject of a supplement and/or purchase order. No changes in scope are to be conducted or performed by Seller except by the express written approval of the Purchaser. Seller shall be obligated to perform all changes requested by the Purchaser which have no price or schedule effect.

14.2 Seller shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the Purchaser nor Seller shall be obligated to execute such a change order; and if no such change order is executed, Seller shall not be obliged or authorized to perform services beyond the scope of the supplement and/or purchase order and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

14.3 With respect to any change orders issued in accordance with this Article, Seller shall be compensated for work performed under a change order according to the not-to-exceed hourly rates specified in the published EPL. Unless agreed to otherwise in a supplement and/or purchase order, Seller agrees that each change order rate shall be a "fully loaded rate", that is, it includes the cost of travel expenses, per diem, and all other expenses and incidentals incurred by Seller in the performance of the change order. Seller shall invoice the Purchaser upon acceptance by the Purchaser of all work documented in the change order, and the Purchaser shall pay invoice amounts on the terms set forth in the supplement and/or purchase order.

14.4 Upon agreement of Seller and the Purchaser to enter into a change order, they will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the negotiated, fixed number of professional services hours that will be necessary to implement the work. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by Seller to complete the work required by that change order. It is understood, however, that Seller will not be financially responsible for delays caused directly by Purchaser. The project work plan will be revised as necessary in accordance with Article 14.6 herein.

14.5 Seller will include in the progress reports delivered under the supplement and/or purchase order, the status of work performed under all then current change orders.

14.6 In the event Seller and the Purchaser enter into a change order which increases or decreases the time required for the performance of any part of the work under the supplement and/or purchase order, Seller shall submit to the Purchaser a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

14.7 The Purchaser shall promptly review all revised project work plans submitted under the supplement and/or purchase order, and shall notify Seller of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from Seller or within such other time period as may be agreed to by the parties.

ARTICLE 15 WARRANTY AND MAINTENANCE REQUIREMENTS

15.1 When a governmental agency or institution decides to procure any maintenance services from Seller, the agency/institution shall execute a supplement and/or purchase order to be signed by Seller and an authorized representative of the Purchaser. The supplement and/or purchase order shall set forth the equipment to be maintained, the prices for the maintenance service and the length of the desired maintenance term. All supplements and/or purchase orders shall be governed by, and incorporate by reference, the terms and conditions of this EPL Agreement.

15.2 Seller agrees to provide all travel, labor and material/parts required to maintain the equipment listed in the supplement and/or purchase order during the warranty period and during any post warranty maintenance period. Unless different response and turnaround times and a different type and time of coverage are agreed upon in a supplement and/or purchase order, the response times, turnaround times and type and time of coverage shall be as set forth in this Article. Further, if maintenance is ordered by Purchaser, Seller warrants that it will provide services to the Purchaser as set out herein in Articles 15.3 through 15.10.

15.3 Seller shall provide all routine and emergency maintenance necessary to maintain the equipment listed in the supplement and/or purchase order in good operating condition. Maintenance shall cover the entire system including, but not limited to, the switching system, electronic station instruments, and miscellaneous equipment. System damage as a result of lightning or any other foreign voltage shall not be excluded from coverage as acts of God.

15.4 Seller shall respond by telephone or remote access to PSAP equipment within one (1) hour and come on-site, if necessary, within three (3) hours from the point the call is placed by Purchaser twenty-four (24) hours per day, seven (7) days per week to requests for maintenance service. Response is defined as a qualified technician responding either via telephone and/or remote access to PSAP equipment or on-site at Purchaser's offices.

15.5 For non-critical repairs, Seller agrees to a maximum eight (8) hour turnaround from the point the call is made on all repairs not requiring parts ordering, and a maximum two (2) working days on all other repairs. For critical repairs, Seller agrees to repair the Products within eight (8) hours from the point the call is made by Purchaser. For purposes of this Article 15, critical maintenance repairs are those relating to problems that jeopardize or degrade the overall performance of the system. The areas covered under critical include, but are not limited to,

networking, ANI and ALI controllers, electronic phone sets, displays, telephone controller equipment, continuous printers and display terminals.

15.6 Seller agrees to maintain in house, most frequently used supply replacement parts needed to service the equipment, placing special emphasis on critical components. Replacement and upgrade parts will be new or refurbished and warranted as new, and will either be manufactured by, and/or meet the minimum specifications established by, the manufacturer of the equipment. Title to all replacement parts installed in the equipment will pass to the Purchaser at the time of replacement, and title to parts removed for replacement will, at the time of replacement, pass to Seller.

15.7 The Seller agrees to provide routine maintenance, which includes but is not limited to, manufacturer approved software and firmware upgrades, at least once a quarter, based on the specific needs of the equipment during normal business hours. Seller shall respond on-site for routine service requests no later than the next business day. Routine maintenance may be performed concurrently with emergency maintenance activities. Seller must record all activities related to routine maintenance on a log to be retained on-site.

15.8 The parties understand and agree that the Purchaser reserves the right to add other equipment to be maintained or to cancel maintenance on all or part of the equipment as the Purchaser deems necessary.

15.9 Seller shall accept the equipment as qualifying for maintenance coverage without having to re-certify the equipment, as long as Purchaser, on supplements and/or purchase orders, purchases a maintenance contract within ninety (90) days of the warranty expiration.

15.10 Sixty (60) days prior to the expiration of the maintenance services provided under the supplement and/or purchase order, Seller shall notify the Purchaser of the impending expiration and the Purchaser shall have thirty (30) days in which to notify Seller of its intention to either renew or cancel any further maintenance. Unless a different cap on maintenance costs is agreed upon by the Purchaser and Seller, Seller guarantees that the cost for the maintenance services shall not increase by more than five percent (5%) per year.

ARTICLE 16 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

16.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Seller represents all contractors, third parties, and/or subcontractors Seller has assembled for any given Purchaser project. The Purchaser is only required to negotiate with Seller, as Seller's commitments are binding on all proposed contractors, third parties, and subcontractors.

16.2 Neither party to a supplement and/or purchase order and this EPL Agreement may assign or otherwise transfer the supplement and/or purchase order and this EPL Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. The supplement and/or purchase order and this EPL Agreement shall be binding upon the parties' respective successors and assigns.

16.3 Seller must obtain the written approval of Purchaser before subcontracting any portion of the supplement and/or purchase order and this EPL Agreement. No such approval by Purchaser of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Purchaser in addition to the total fixed price agreed upon in the supplement and/or purchase order. All subcontracts shall incorporate the terms of the supplement and/or purchase order and this EPL Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that Purchaser may deem necessary.

16.4 Seller represents and warrants that any subcontract agreement Seller enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Purchaser, and that the subcontractor acknowledges that no privity of contract exists between the Purchaser and the subcontractor and that Seller is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with Seller. Seller shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses arising as a result of Seller's failure to pay any and all amounts due by Seller to any subcontractor, materialman, laborer or the like.

16.5 All subcontractors shall be bound by any negotiation, appeal, adjudication or settlement of any dispute between Seller and the Purchaser, where such dispute affects the subcontract.

ARTICLE 17 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Purchaser to proceed under this EPL Agreement and the supplement and/or purchase order is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this EPL Agreement. If the funds anticipated for the fulfillment of this EPL Agreement and the supplement and/or purchase order are, at any time, not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Purchaser for the payments or performance due under this EPL Agreement, Purchaser shall have the right to immediately terminate the supplement and/or purchase order and this EPL Agreement as to itself only, without damage, penalty, cost or expense to Purchaser of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Purchaser shall have the sole right to determine whether funds are available for the payments or performances due under the supplement and/or purchase order and this EPL Agreement. Any payment due Seller for services rendered by Seller prior to termination and received by Purchaser shall be paid.

ARTICLE 18 TERMINATION

18.1 **Termination Upon Mutual Agreement:** A supplement and/or purchase order may be terminated in whole or in part upon the mutual written agreement of Seller and the Purchaser.

18.2 **Termination Due To Bankruptcy:** Should Seller become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or execute an assignment for the benefit of its creditors, the Purchaser may, upon the giving of thirty (30) days prior written notice,

terminate a supplement and/or purchase order and this EPL Agreement without the assessment of any penalties, solely as between those two parties.

18.3 Termination Other Than For Cause: A Purchaser may terminate a supplement and/or purchase order and this EPL Agreement as to itself only, in whole or in part and without the assessment of any penalties, for any reason by giving thirty (30) calendar days written notice specifying the effective date thereof to Seller. Any payment due Seller for services rendered by Seller prior to termination and received by Purchaser shall be paid.

18.4 Termination For Cause: Either Purchaser or Seller may terminate a supplement and/or purchase order and this EPL Agreement solely as between themselves and without the assessment of any penalties upon a material breach by the other party upon thirty (30) calendar days prior written notice unless the defaulting party cures such breach within such thirty (30) calendar-day period. Provided that, if the Purchaser terminates a supplement and/or purchase order and this EPL Agreement solely as between those two parties because of Seller's inability to cure material defects after notice and opportunity to cure as provided for in Article 7, the Purchaser may terminate the supplement and/or purchase order and this EPL Agreement solely as between those two parties without also providing the notice and opportunity to cure required in this Article. The non-defaulting party may also pursue any remedy available to it in law or in equity.

18.5 Termination of EPL Agreement: ITS may terminate this EPL Agreement for any reason without the assessment of any penalties after giving thirty (30) calendar days written notice specifying the effective date thereof to Seller, but any supplement and/or purchase order entered into prior to the termination date of this EPL Agreement shall survive the termination of the EPL Agreement. The terms of this EPL Agreement shall survive its termination/expiration with respect to any un-expired supplements/purchase orders.

18.6 Refund Of Unexpended Fees: Upon termination of a supplement and/or purchase order, Seller shall refund any and all applicable unexpended pro-rated maintenance/service or other fees previously paid by the Purchaser.

ARTICLE 19 GOVERNING LAW

This EPL Agreement and each supplement and/or purchase order shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Seller expressly agrees that under no circumstances shall Purchaser or ITS be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to Seller, unless so ordered by a court of final appeal. Further, nothing in this EPL Agreement shall affect any statutory rights Purchaser may have that cannot be waived or limited by contract.

ARTICLE 20 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this EPL Agreement. A waiver by either party, to

be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of that party.

ARTICLE 21 SEVERABILITY
If any term or provision of a supplement and/or purchase order or this EPL Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the supplement and/or purchase order or this EPL Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the Purchaser's purpose for entering into the supplement and/or purchase order can be fully achieved by the remaining portions of the supplement and/or purchase order that have not been severed.

ARTICLE 22 CAPTIONS
The captions or headings in this EPL Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this EPL Agreement.

ARTICLE 23 HOLD HARMLESS
To the fullest extent allowed by law, Seller shall indemnify, defend, save and hold harmless, protect and exonerate Purchaser, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Seller and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform the supplement and/or purchase order and this EPL Agreement. Seller's obligations as set forth in this Article are expressly conditioned upon the following: (a) that Purchaser shall notify Seller of any claim or suit of which Purchaser has knowledge, (b) that Seller shall, to the extent authorized by Mississippi law, have sole control of the defense or settlement of any claim or suit, and (c) Purchaser shall, at Seller's expense, cooperate with Seller by supplying information, to facilitate the settlement or defense of any such claim or suit.

ARTICLE 24 THIRD PARTY ACTION NOTIFICATION
Seller shall notify the State in writing within five (5) business days of Seller filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Seller or Purchaser by any entity that may result in litigation related in any way to a supplement/purchase order or this EPL Agreement and/or which may affect the Seller's performance under the supplement/purchase order or this EPL Agreement. Failure of the Seller to provide such written notice to the State shall be considered a material breach of the supplement/purchase order and this EPL Agreement and the State may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 25 AUTHORITY TO CONTRACT
Seller warrants that it is a validly organized business with valid authority to enter into this EPL Agreement; that entry into and performance under this EPL Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this EPL Agreement to the contrary, that there are no

existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under a supplement and/or purchase order and this EPL Agreement.

ARTICLE 26 NOTICE

Any notice required or permitted to be given under this EPL Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their usual business address. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Seller's address for notice is: Mr. Mike O'Dell, President, Leflore Communications, Inc., 1604 Chickasaw Street, Greenwood, Mississippi 38930. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 27 RECORD RETENTION AND ACCESS TO RECORDS

Seller shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this EPL Agreement and the supplement and/or purchase order. The Purchaser, ITS, any state or federal agency authorized to audit Purchaser, and/or any of their duly authorized representatives, shall, at their expense and upon prior reasonable written notice to Seller, have access to this EPL Agreement, supplements/purchase orders, and to any of Seller's proposals, books, documents, papers and/or records that are pertinent to the supplement/purchase order and this EPL Agreement to make copies, audits, examinations, excerpts and transcriptions at the State's or Seller's office as applicable where such records are kept during normal business hours. All records relating to this EPL Agreement and the supplement and/or purchase order shall be retained by Seller for three (3) years from the date of receipt of final payment under this EPL Agreement and the supplement and/or purchase order. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution. Notwithstanding the preceding, in no event will Seller disclose its confidential or proprietary cost and pricing data under this Article.

ARTICLE 28 INSURANCE

Seller represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Seller's personnel, as well as comprehensive general liability and employee liability insurance. Seller will, upon request, furnish Purchaser with a certificate of conformity providing the aforesaid coverage.

ARTICLE 29 DISPUTES

29.1 Should disputes arise with respect to the supplement and/or purchase order or this EPL Agreement, Seller and Purchaser agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Seller agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the supplement/purchase order and/or this EPL Agreement. Should Seller fail to continue without delay to perform its responsibilities under the supplement/purchase order and/or this EPL

Agreement in the accomplishment of all work, any additional costs incurred by Seller or Purchaser as a result of such failure to proceed shall be borne by Seller and Seller shall make no claim against Purchaser for such costs.

29.2 If Seller and Purchaser cannot resolve a dispute within ten (10) calendar days following written notification by either party of the existence of said dispute, then the following procedure shall apply:

A. The parties agree to resolve such matters through submission of their dispute to the Executive Director of ITS, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the parties within ten (10) calendar days after presentation of such dispute for his/her decision.
B. Purchaser may withhold payments on disputed items pending resolution of the dispute. The withholding of such payments shall not constitute cause for termination or suspension of the supplement/purchase order and/or this EPL Agreement by Seller.
C. The Executive Director's decision shall not be a final determination of the parties rights and obligations under the terms of this EPL Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 30 COMPLIANCE WITH LAWS
Seller shall comply with, and all activities under a supplement and/or purchase order and this EPL Agreement shall be subject to all Purchaser policies and procedures and all applicable federal, state and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Seller shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the supplement and/or purchase order and this EPL Agreement because of race, creed, color, sex, age, national origin or disability.

ARTICLE 31 CONFLICT OF INTEREST
Seller shall notify Purchaser of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Purchaser's satisfaction, Purchaser reserves the right to terminate the supplement and/or purchase order and this EPL Agreement as to itself only.

ARTICLE 32 SOVEREIGN IMMUNITY
By entering into this EPL Agreement with Seller, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 33 CONFIDENTIAL INFORMATION
33.1 Seller shall treat all Purchaser data and information to which it has access by its performance under a supplement and/or purchase order and this EPL Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Purchaser. In the event that Seller receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Seller shall promptly inform Purchaser and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This

Article shall survive the termination or completion of the supplement and/or purchase order or this EPL Agreement and shall continue in full force and effect and shall be binding upon Seller and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in the supplement and/or purchase order or this EPL Agreement on behalf of, or under the rights of the Seller following any termination or completion of the supplement and/or purchase order or this EPL Agreement.

33.2 The foregoing obligations do not apply to information which: (a) is or becomes known by the Seller without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission of Seller, or (c) is independently developed by Seller without use of confidential or proprietary information.

33.3 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that the supplement/purchase order and this EPL Agreement, including any amendments and/or change orders thereto, do not constitute confidential information, and may be reproduced and distributed by the State without notification to Seller. ITS will provide third party notice to Seller of any requests received by ITS for any such confidential exhibits so as to allow Seller the opportunity to protect the information by court order as outlined in ITS Public Records Procedures. It is understood by Seller that copies of this executed EPL Agreement may be distributed to the governmental agencies, governing authorities, and educational institutions of the State of Mississippi.

ARTICLE 34 EFFECT OF SIGNATURE

Each person signing a supplement and/or purchase order or this EPL Agreement represents that he or she has read the supplement and/or purchase order and this EPL Agreement in its entirety, understands its terms, is duly authorized to execute the supplement and/or purchase order or this EPL Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, the supplement and/or purchase order and this EPL Agreement shall not be construed or interpreted in favor of or against the State or Seller on the basis of draftsmanship or preparation hereof.

ARTICLE 35 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

The Purchaser shall own all files, work papers, documentation, and/or other material, electronic or otherwise, collected and created in connection with work performed under a supplement and/or purchase order, whether completed or in progress, except for: (a) Seller's internal administrative and quality assurance files and internal project correspondence; (b) documents, objects or things owned by Seller and pre-existing the work performed under the supplement and/or purchase order, and (c) documents, objects or things in which Seller has no right to transfer ownership. As to such documents, objects and things, Seller shall convey such right or interest to the extent allowed by law. Seller shall deliver such documents and work papers to Purchaser upon termination or completion of the supplement and/or purchase order. The foregoing notwithstanding, Seller shall be entitled to retain a set of such work papers only after receiving written permission from the Purchaser.

ARTICLE 36 STATE PROPERTY

Seller shall be responsible for the proper custody of any Purchaser-owned property furnished for Seller's use in connection with work performed pursuant to any supplement and/or purchase

order. Seller shall reimburse the Purchaser for any loss or damage to the aforementioned Purchaser-owned property, normal wear and tear excepted.

ARTICLE 37 NEWS RELEASES
News releases pertaining to a supplement and/or purchase order or this EPL Agreement or the products, study, data, or project to which it relates will not be made without prior written Purchaser approval, and then only in accordance with the explicit written instructions from Purchaser.

ARTICLE 38 SURVIVAL
Articles 9, 10, 15, 19, 23, 27, 32, 33, 35, 41, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of the supplement and/or purchase order or this EPL Agreement.

ARTICLE 39 ENTIRE AGREEMENT
39.1 This EPL Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned "shrink-wrap", "clickwrap", or "browse-wrap" license included in any package, media or electronic or online version of Seller-furnished software. The published EPL, supplement and/or purchase order, RFP No. 3744, and Seller's Proposal submitted in response to RFP No. 3744 are hereby incorporated into and made a part of this EPL Agreement as far as the individual Purchaser is concerned.

39.2 The EPL Agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

A. The Exception Summary as agreed to by ITS and Seller;
B. This EPL Agreement signed by Seller and ITS;
C. The published EPL as approved by Seller;
D. RFP No. 3744, including all addenda;
E. Official written correspondence from ITS to Sellers;
F.Official written correspondence from Seller to ITS when clarifying Seller's proposal;
G. Seller's Proposal, as accepted by ITS, in response to RFP No. 3744, and
H. The supplement and/or purchase order signed by Seller and Purchaser.

39.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by Seller. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. The Exception Summary") and the lowest document is listed last ("H. The supplement and/or purchase order").

ARTICLE 40 DEBARMENT AND SUSPENSION CERTIFICATION

Seller certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this EPL Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this EPL Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 41 NON-SOLICITATION OF EMPLOYEES

Seller and Purchaser agree not to employ or to solicit for employment, directly or indirectly, each other's employees until at least one (1) year after the expiration/termination of the supplement and/or purchase order unless mutually agreed to the contrary in writing by the Purchaser and Seller and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 42 SERVICES

When ordered by Purchaser, Seller agrees to provide consulting, training and technical support services pursuant to the requirements set forth in the supplement/purchase order, and/or RFP No. 3744 and the published EPL.

ARTICLE 43 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Seller and Purchaser understand and agree that all products and services provided by Seller under this EPL Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this EPL Agreement and require the Seller to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 44 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this EPL Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov. Prior to ITS posting the EPL Agreement to the

website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS.

ARTICLE 45 EPL ADMINISTRATIVE FEES

Within fifteen (15) calendar days following the completion of each quarter, Seller shall submit its Marketing/Sales Report identifying all Express Products Lists ("EPL") sales to ITS. Upon receipt of same, ITS will review the Marketing/Sales Report and assess a one percent (1%) administrative fee based on the total amount of sales that are reported. ITS will thereafter invoice Seller for their administrative fees, with said invoice being mailed to the "bill-to" address provided by Seller. Seller understands and agrees that the EPL administrative fee is the responsibility of the Seller and is not to be charged to the Purchaser in the form of a separate line item. Seller agrees to remit its payment of the administrative fee to ITS each quarter within thirty (30) calendar days of the invoice date (hereinafter referred to as "Due Date"). It is understood and agreed by the parties that in the event Seller fails to submit its Marketing/Sales Report within fifteen (15) calendar days following completion of a quarter or in the event Seller fails to remit its payment of the quarterly administrative fees by the Due Date, Seller will be immediately suspended from participation in the EPL until such time as the Marketing/Sales Report is received by ITS and all outstanding administrative fees have been paid in full.

ARTICLE 46 FORCE MAJEURE

Seller and Purchaser shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include, without limitation, acts of God (excluding lightning), strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Seller shall notify the Purchaser immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the Purchaser determines it to be in its best interest to terminate the supplement and/or purchase order.

ARTICLE 47 LIABILITY ISSUES

Unless jointly agreed otherwise in writing, Seller's liability shall not exceed twice the total amount paid by Purchaser to Seller under the applicable supplement and/or purchase order. In no event will Seller be liable to Purchaser for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless Seller was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this or any liability limitation are claims related to fraud; bad faith; infringement issues; bodily injury; death; physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Seller. The language contained herein tending to limit the liability of the Seller will apply to Purchaser to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that the Seller is precluded from relying on any contractual damages limitation language within this article where the Seller acts fraudulently or in bad faith.

For the faithful performance of the terms of this EPL Agreement, the parties have caused this EPL Agreement to be executed by their undersigned representatives.

State of Mississippi, Department of Information Technology Services, on behalf of the agencies and institutions of the State of Mississippi

By: _____
Authorized Signature
Signature

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: 7/3/14

Leflore Communications, Inc.

By: _____
Authorized

Printed Name: Mike ODell

Title: President

Date: 4-22-2014