

This Agreement, #COG-2112A, entered into as of the first of May in the year of 2021.

MASTER AGREEMENT

between

Cooperative Council of Governments

6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

and

OPEX Corporation

305 Commerce Drive
Moorestown, New Jersey 08057

and

Equalis Group LLC

5550 Granite Parkway, Suite 298
Plano, Texas 75024

Table of Contents

SECTION 1. RECITALS	1
SECTION 2. BUSINESS TERMS	2
2.1. <u>Appendices</u>	2
2.2. <u>Terms in Appendices</u>	2
2.3. <u>Personnel & Equipment</u>	2
2.4. <u>Rates & Charges</u>	2
SECTION 3. TERMS & CONDITIONS	2
3.1. <u>Confidentiality</u>	2
3.2. <u>Indemnification</u>	3
3.3. <u>OPEX Intellectual Property Infringement Terms</u>	4
3.4. <u>Notice & Opportunity to Defend; Limitations & Thresholds</u>	5
3.5. <u>OPEX Insurance</u>	6
3.6. <u>Termination Rights</u>	6
3.7. <u>Effects of Termination</u>	6
3.8. <u>Audit of OPEX</u>	6
3.9. <u>Force Majeure</u>	7
3.11. <u>Notices</u>	7
3.12. <u>Waiver</u>	7
3.13. <u>Governing Law; Invalidity</u>	7
3.14. <u>Modification</u>	7
3.15. <u>Assignment</u>	8
3.16. <u>No Third-Party Beneficiaries; Survival of Representations</u>	8
3.17. <u>Entire Agreement</u>	8
3.18. <u>Execution in Counterparts</u>	8
3.19. <u>Titles, Headings & Recitals</u>	8
3.20. <u>Nondiscrimination & Intimidation</u>	8
APPENDIX A: TERM OF AGREEMENT; NOTICES	10
APPENDIX B: PRODUCTS & SERVICES; PRICING	11

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**"), effective as of May 1, 2021 (the "**Effective Date**"), is entered into by and between The Cooperative Council of Governments, Inc., an Ohio non-profit corporation organized as a regional council of governments under Chapter 167 of the Ohio Revised Code, with its principal place of business at 6001 Cochran Road, Suite 333, Cleveland, Ohio 44139 ("**CCOG**"), OPEX Corporation, a New Jersey corporation with its principal place of business at 305 Commerce Drive, Moorestown, New Jersey 08057 ("**OPEX**"), and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Master Agreement, CCOG, OPEX, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

SECTION 1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and established for the purpose of (a) developing and implementing certain sound business practices and processes as shared services to be made available to its members, and (b) serving as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members as further defined in Section 1(C) and (F) below ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under **Section 501(c)(3)** of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued request for proposal ("**RFP**") COG-2112 dated January 29, 2021, for contracting on behalf of Equalis Group Participants for document management, mail, and election equipment designed to scan documents and/or open envelopes with related services ("**Products & Services**") and awarded a contract to OPEX as the lowest responsive and responsible bidder.

H. OPEX desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group in accordance with the OPEX's standard sales processes, procedures and policies.

I. CCOG and Equalis agree to make the Products & Services from OPEX available to Equalis Group Participants and OPEX agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement, number COG-2112A.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

SECTION 2. BUSINESS TERMS

2.1. Appendices. OPEX agrees to provide Products & Services to Program Participants as may be agreed to by the Parties in accordance with the specific terms and conditions set forth in this Master Agreement and the appendices attached hereto and made a part of this Master Agreement (if one, an “**Appendix**” or more, “**Appendices**”).

- (i) **Appendix A** defines the Term of this Master Agreement and Addresses for Notices.
- (ii) **Appendix B** sets forth the Products & Services and pricing available to Program Participants under this Master Agreement.

2.2. Terms in Appendices. In all cases where the terms of this Master Agreement and any Appendices disagree, the terms in the Appendix shall control.

2.3. Personnel & Equipment. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment, if any are applicable, which may be required to furnish Products & Services to Program Participants will be determined by OPEX. OPEX agrees to engage the number and types of personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.

2.4. Rates & Charges. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. OPEX agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in **Appendix B**.

SECTION 3. TERMS & CONDITIONS

3.1. Confidentiality.

(a) **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the “**Disclosing Party**”) to which a Party(ies) (the “**Receiving Party**”) may become privy during the Term of this Master Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Information shall include any information related to either Party’s, or its affiliates’, trade secrets, customers (including identities, characteristics and activities), business plans, strategies, forecasts or forecast assumptions, operations, methods of doing business, records, finances, assets, intellectual property, technology (including computer software and hardware products, data bases, programs, data processing and communications networking systems), data, codes or other information that reveal the research, technology, practices, procedures, processes, methodologies, know how, or other systems or controls by which either Party’s existing or future products, services, applications and methods of operations or doing business are developed, conducted or operated, and all information or materials derived therefrom or based thereon, that is not otherwise publicly available information. Additionally, Information disclosed orally or visually, or in writing with or without an appropriate letter, proprietary stamp or legend, if it would be apparent to a reasonable person, familiar with either Party’s business and the industry in which it operates, that such information is of a confidential or proprietary nature shall be deemed to be Information. Each Party agrees to maintain the other Parties’ Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties’ Information, whether orally or in

writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, and/or agents, with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of ten (10) years after the date this Master Agreement is terminated or expires.

(b) **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

(c) The Receiving Party shall institute and/or maintain such procedures as are reasonably required to maintain the confidentiality of the Information, and shall apply at least the same level of care as it employs to protect its own confidential information of like nature. If the Receiving Party becomes aware of any actual or threatened breach of this Agreement (including any threatened or actual unauthorized use or disclosure of any Confidential Information), or in the event of any loss of, or inability to account for, Confidential Information previously received, the Receiving Party shall promptly notify the Disclosing Party and will reasonably cooperate with the Disclosing Party's efforts to seek appropriate injunctive relief or otherwise to prevent or curtail such threatened or actual breach, or to recover its Confidential Information.

(d) The Receiving Party shall ensure that all copyright or other proprietary notice or indication of confidentiality contained on or included in any item of the Information shall be reproduced by the Receiving Party on any reproduction, modification or translation of such Confidential Information. If requested by the Disclosing Party, the Receiving Party shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the Disclosing Party, as the Disclosing Party shall direct.

(e) The Receiving Party shall immediately and unconditionally return to the Disclosing Party, or suitably account for or destroy, all tangible materials and record-bearing media within its possession or control comprising, containing, derived from, or based on the Disclosing Party's Information (including all copies thereof) upon the earlier of: (i) the written request of the Disclosing Party, or (ii) the termination or expiration of this Agreement. Upon written request, the Receiving Party shall certify in writing its compliance with the foregoing provision.

(f) **Ownership of Intellectual Property Rights.** This Master Agreement should not be construed to require OPEX to surrender, convey and/or assign OPEX's intellectual property rights, proprietary rights or information or data owned by the OPEX for which CCOG and/or Equalis have no legal claim. Therefore, all proprietary rights and/or intellectual property rights relating to the Products & Services that will be provided by OPEX as set forth in this Master Agreement shall be owned solely and exclusively by OPEX at all times during the entire Term of this Agreement and following the termination or expiration of this Agreement.

3.2. Indemnification.

(a) **OPEX Indemnification.** Except as otherwise provided herein and to the extent permitted by law and subject to and in accordance with the terms set forth below under **Section 3.3(b)**, OPEX shall indemnify, defend, and hold harmless (“**Indemnifying Party**”) CCOG and Equalis, and their respective officers, directors, employees, agents, subcontractors, suppliers, and all Equalis Group Participants subject to this Master Agreement (the “**Indemnified Party**”) from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys’ fees), including any claim arising from United States based environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party (“**Losses**”) to the extent they are caused by gross negligence, willful misconduct, noncompliance with applicable federal, state and/or local laws, or breach of warranty of the Indemnifying Party or its employees. With respect to a claim under this Master Agreement, the liability of the Indemnified Party is limited to the extent of such Indemnifying Party’s gross negligence, willful misconduct, noncompliance with applicable federal, state, or local laws, or breach of warranty. Additionally, CCOG and Equalis agree that OPEX’s indemnity obligation hereunder will be reduced to the extent by which any claim, liability, loss, damage, or expense results from the negligence or misconduct of any employee, servant, officials, client and/or agent of CCOG and/or Equalis, or the employees, servants, officials, agents or subcontractors of another party, client and/or contractor or non-parties to this Master Agreement (other than OPEX’s servants or employees). OPEX’s intellectual property obligations shall solely and exclusively be based on the terms set forth in **Section 3.3** of this Master Agreement.

(b) **CCOG Indemnification.** Except as otherwise provided herein and to the extent permitted by law, CCOG shall indemnify, defend, and hold harmless (“**Indemnifying Party**”) OPEX, its officers, directors, employees, agents, subcontractors, and suppliers subject to this Master Agreement (the “**Indemnified Party**”) from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement, and reasonable attorneys’ fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party (“**Losses**”) to the extent they are caused by gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its employees, agents, subcontractors, and suppliers. With respect to a claim under this Master Agreement, the liability of the Indemnified Party is limited to the extent of such Indemnifying Party’s gross negligence, willful misconduct, or noncompliance with applicable laws.

(c) **Equalis Indemnification.** Except as otherwise provided herein and to the extent permitted by law, Equalis shall indemnify, defend, and hold harmless (“**Indemnifying Party**”) OPEX, its officers, directors, employees, agents, subcontractors, and suppliers subject to this Master Agreement (the “**Indemnified Party**”) from and against any and all liabilities, damages, fines, penalties, costs, claims, interest, and expenses (including costs of defense, settlement and reasonable attorneys’ fees), including any claim arising from environmental health and safety laws or regulations, which are generated by claims, allegations, actions, causes of action, demands, assertions, adjudications, or suits which arise out of damage to or destruction of any property, or bodily injury (including death) suffered by any person including the Indemnified Party (“**Losses**”) to the extent they are caused by gross negligence, willful misconduct, or noncompliance with applicable laws of the Indemnifying Party or its employees, agents, subcontractors, and suppliers. With respect to a claim under this Master Agreement, the liability of the Indemnified Party is limited to the extent of such Indemnifying Party’s gross negligence, willful misconduct, or noncompliance with applicable laws.

3.3. OPEX Intellectual Property Infringement Terms.

(a) **Patent, Copyright and Trademark Infringement Indemnification.** OPEX will (i) indemnify, hold harmless and defend CCOG and Equalis, at OPEX’s expense, from and against any claim brought against a Program Participant alleging that any portion of the Product infringes a European Union, Canadian or United States patent, copyright, trademark, or other intellectual property right, of any third party; and (ii) hold CCOG and Equalis and the Program Participant harmless from and against all costs and damages

finally awarded, provided that OPEX is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim.

(b) **Infringement Defense.** In the defense or settlement of a claim pursuant to above paragraph, OPEX may: (i) obtain for the Program Participant the right to continue using the Product; (ii) replace or modify the Product so that it becomes non-infringing; or (iii) if remedies (i) and (ii) are not reasonably available, grant Program Participant a depreciated refund pro-rata based upon a sixty (60) month life, measured from the original installation date of the Product.

(c) **Infringement Indemnification Limitations.** OPEX shall not have any liability if the alleged infringement is based upon the use or sale of the Product in combination with other products or devices not furnished or approved by OPEX. OPEX DISCLAIMS ALL OTHER LIABILITY FOR PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE RIGHTS STATED HEREIN ARE THE CCOG, EQUALIS AND THE PROGRAM PARTICIPANT'S SOLE AND EXCLUSIVE REMEDY.

3.4. Notice & Opportunity to Defend; Limitations & Thresholds.

(a) **Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.

(b) **Liability.** Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third Party). The Indemnifying Party's insurance shall obtain all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid. In no event shall a Party be liable to the other Parties and/or a third party, whether in an action in negligence, contract, tort, or based on a warranty or otherwise, for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, punitive, special, or consequential damages incurred by any other Party(ies) or any third party, even if the Party(and/or a third party) has been advised of the possibility of such damages. Further, except to the extent that liability arises from: (i) a breach by any Party of its confidentiality obligations in **Section 3.1**; or (ii) instances of any Party's gross negligence or willful misconduct; or (iii) instances of negligence, willful misconduct, or failure to comply with the terms or conditions of this Master Agreement by the Party or its employees, in connection with the performance of this Master Agreement, resulting in the death or personal injury to persons or the damage of tangible property, and in this event, the Party's maximum liability for such claim under this **Section 3.4(b)** (iii) shall be in an aggregate amount not to exceed one million and 00/100 US dollars (\$1,000,000.00 USD); each Party's maximum liability for damages for all other claims under this Master Agreement, whether in an action in negligence, contract, tort, or based on a warranty, shall not exceed the purchase price of a specific Program Participant's firm purchase order giving rise to liability that will be the subject for damages under this **Section 3.4(b)**. For the avoidance of confusion, this limitation of liability as set forth in Section 3.4(b) shall apply to any indemnifications claims arising out of **Section 3.2**. Notwithstanding anything to the contrary herein, this limitation of liability as set forth in **Section 3.4(b)** shall not apply to any patent, copyright and/or trademark infringement claims which shall be based solely and exclusively on the terms set forth in **Section 3.3**.

3.5. OPEX Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, OPEX, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in OPEX's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$2,000,000 annual aggregate for all the insurance coverage types set forth in this **Section 3.5** applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, OPEX's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as additional insureds on OPEX's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. OPEX shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. OPEX shall provide such valid certificates, upon request, on an annual basis until the terms of this section are no longer applicable.

3.6. Termination Rights. The Parties shall have the termination rights set forth below.

(a) **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

(b) **Termination For Convenience.** During the entire Term of this Master Agreement, this Master Agreement, or any Appendix, may be terminated by either Party at any time for any reason following one hundred eighty (180) calendar days' prior written notice to the other Party.

(c) **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) will provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days from the date of receipt of such written Notice to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance shall be extended as the Parties may mutually agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in **Appendix A.**

3.7. Effects of Termination. Upon termination of this Agreement for any reason and except as set forth below, all Customer Agreements entered into with Program Participants shall immediately terminate. OPEX shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, OPEX shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner. For the avoidance of confusion, the Program Participant shall continue to be fully liable for payment of any Products that have been delivered and/or Services performed by the OPEX through the Termination Date in accordance with the payment terms set forth in the applicable Customer Agreement(s).

3.8. Audit of OPEX. Throughout the Term of this Master Agreement and for a period of eighteen (18) months following the expiration or termination of this Master Agreement, CCOG and Equalis, at its sole expense, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection

of books, records, and computer data relevant to OPEX's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon sixty (60) days' prior written notice to OPEX and so as not to unreasonably interfere with OPEX's business or operations.

The frequency of such audits shall occur no greater than once every twelve (12) consecutive month period. In the event Equalis and/or CCOG designates a third-party independent auditor or accounting firm to perform the audits as prescribed, then such third party will be required to sign a separate mutual confidentiality agreement with OPEX and Equalis' designee. For clarification purposes, OPEX shall not be required to provide to Equalis, CCOG and/or its designee for review, inspection, and/or copy (electronic and/or photocopy of the printed version) any documents and/or records pertaining to OPEX's other customers and OPEX's confidential and proprietary records not associated with the Products and/or Services provided under this Agreement.

3.9. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by OPEX, civil commotion, closing of the public highways not caused by OPEX, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then OPEX may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

3.10. [Reserved.]

3.11. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

3.12. Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

3.13. Governing Law; Invalidity. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

3.14. Modification. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

3.15. Assignment. This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that OPEX and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either OPEX or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

3.16. No Third-Party Beneficiaries; Survival of Representations. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

3.17. Entire Agreement. This Master Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. OPEX's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

3.18. Execution in Counterparts. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

3.19. Titles, Headings & Recitals. The Preamble to this Master Agreement is hereby incorporated herein and made part of this Master Agreement. The Recitals stated within this Master Agreement are deemed to be a part of this Master Agreement. The titles and headings of the sections and paragraphs of this Master Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Master Agreement.

3.20. Nondiscrimination & Intimidation.

(a) OPEX expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, OPEX, its subcontractors, or any person acting on a OPEX's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

(b) OPEX expressly agrees that OPEX, any of its subcontractors, or any person on behalf of OPEX or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

(c) OPEX expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Agreement to be executed by their duly authorized representatives as of the Effective Date.

THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.

By: *Scott A. Morgan*
Scott A. Morgan (May 18, 2021 08:25 EDT)

Name: Scott A. Morgan

As: CCOG Board President
May 18, 2021

Date: _____

OPEX CORPORATION

By: *J. Scott Ackley*

Name: J. Scott Ackley

As: Associate Counsel
May 14, 2021

Date: _____

EQUALIS GROUP, LTD.

By: *Eric Merkle*

Name: Eric Merkle

As: SVP, Sourcing & Operations
May 13, 2021

Date: _____

APPENDIX A: TERM OF AGREEMENT; NOTICES

This Appendix may be modified at any time with the mutual written consent of the Parties.

1. The Term.

This Master Agreement and the Appendices attached hereto will become effective as of the Effective Date. This Master Agreement will remain in effect for approximately five (5) years and seven (7) months and expire on December 31, 2026 (the "**Termination Date**") unless extended or unless otherwise terminated or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed at any time by the mutual written consent of the Parties (each a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein and the duration of each applicable Renewal Term(s) shall be specified in the applicable written amendment to this Agreement. The Initial Term together with all Renewal Terms exercised are hereinafter collectively referred to as the "**Term.**"

2. Addresses for Notices.

a. If to CCOG:

The Cooperative Council of Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

b. If to OPEX:

OPEX Corporation
Attn: Legal Department
305 Commerce Drive
Moorestown, NJ 08057
Email: vregistration@opex.com

c. If to EQUALIS:

Equalis Group, Ltd.
Attn: Eric Merkle, SVP
5550 Granite Parkway, Suite 298
Plano, Texas 75024

APPENDIX B: PRODUCTS & SERVICES; PRICING

The following terms and conditions will apply to any purchase or utilization of the Products & Services from OPEX. This Appendix may be modified at any time with the mutual written consent of OPEX and Equalis.

1. Products & Services

OPEX is the sole source manufacture of the OPEX products which are manufactured and/or assembled at OPEX's world headquarters in Moorestown, NJ (Made in the USA) and below please find the general product description:

a) OPEX Falcon® scanner series with RED (FalconV+ or Falcon+ scanner integrated with the Model 72 (RED))

Falcon® scanner series with RED (FalconV+ or Falcon+ scanner integrated with the Model 72 (RED)) combines the extraordinary capabilities of the Falcon® scanner series with the most efficient envelope opening and extraction unit on the market, the OPEX Model 72 Rapid Extraction Desk ("RED"). One operator can open envelopes, extract contents, and scan everything in one step, on one platform, with little or no prep.

Efficient envelope opening is achieved using milling cutter technology and an auto-jog transport that shifts envelope contents away from the cutters, making the Falcon® scanner series with RED ideal for applications that involve thick or over-stuffed envelopes. Additionally, the Model 72 can process intermixed envelopes of varying thicknesses, including items that were previously difficult to process like multi-page forms, tax documents and other similar, thicker envelopes.

b) OPEX Falcon+ scanner

From document conversion services to mobile scanning to digital mail centers, the Falcon+ scanner offers a prep-reducing solution to address the most pressing of scanning needs all in one flexible platform. Falcon+ allows operators to prep and scan at a faster rate than most current prep-only processes. This significantly reduces costs associated with preparing documents for scanning. Additionally, minimizing prep, paper handling, and other manual tasks not only improves efficiency, but also results in superior document integrity. Documents are handled once and converted to image. Operators can view images in real-time to ensure proper capture and identification. This reduces time-consuming and costly rescans later in the process. The advantages start with Falcon+'s unique feeder which provides a dynamic process proven to reduce prep and increase scanning accuracy. Patented drop-feed technology allows for efficient scanning directly from file folders, while intelligent packet sensing capabilities adjust track speed for optimal scanning throughput. The high-capacity feeder handles large stacks of mixed document types, making the need for additional high-volume production scanners unnecessary. Falcon+'s unique Rescan Feeder is designed for fast and efficient rescans without disrupting the overall scanning process.

c) OPEX FalconV+ scanner

The FalconV+ is a high-speed scanner that allows operators to prep and scan at a faster rate than most current prep-only processes. This significantly reduces costs associated with preparing documents for scanning. Additionally, minimizing prep, paper handling, and other manual tasks not only improves efficiency, but also results in superior document integrity. Documents are handled once and converted to images. Operators can view these images in real-time to ensure proper capture and identification. This reduces time-consuming and costly rescans later in the process.

The advantages start with the FalconV+ specialized feeder which provides a dynamic process proven to reduce prep and increase scanning accuracy. Patented drop-feed technology allows for efficient scanning directly from file folders, while intelligent packet sensing capabilities adjust track speed for optimal scanning throughput. The high-capacity feeder handles large stacks of mixed document types, making the need for

additional high-volume production scanners unnecessary. The machine's unique Rescan Feeder is designed for fast and efficient rescans without disrupting scanning operations.

In sum, Falcon® scanner series can process payments and scan documents directly from file folders, sealed envelopes, or any other document storage type and produce images and usable data in mere seconds. Documents are handled only once, significantly reducing labor costs while increasing document security.

d) CertainScan Software

Included with the Falcon+ and FalconV+ scanner, OPEX's® CertainScan™ 5.5 software makes an intelligent scanner even smarter. Often referred to as the brains of the operation, CertainScan has driven every OPEX scanner since 2003. With its ability to build customized scanning jobs and identify page types within a job, it is a labor-saving tool in its own right. CertainScan automates many traditional document preparation activities, including eliminating patch sheets, classifying documents, creating indexes, editing batches in-line, customizing output files, sorting documents both physically and virtually, and enhancing security – and much more.

e) Model 72 Rapid Extraction Desk (RED)

The Model 72 Rapid Extraction Desk, or RED for short, redefines efficiency in the envelope opening process! Designed with the operator in mind, the Model 72™ extraction desk is the perfect blend of ergonomics, ease-of-use and accessibility. The Model 72™ extraction desk provides an exceptional increase in measurable operator productivity. This adds up to increased operator satisfaction and more efficient mail opening and extracting. Equipped with an all-new feeder, milling cutter capability, and an auto-jog transport that shifts envelope contents away from the cutters, the machine is ideal for applications that involve thick or over-stuffed envelopes. The Model 72 can process intermixed envelopes of varying thicknesses with ease, up to 0.375”.

f) Installation and Standard Operator Training

The purchase of the OPEX products includes the initial one-time installation at Equalis Group Participant's equipment site and standard operator training which shall be provided directly by OPEX personnel.

g) OPEX's Maintenance Service Program

OPEX is the sole authorized source for parts and service on its products. No third party has been authorized to act on behalf of OPEX regarding OPEX warranty service or maintenance support. Warranty claims and end user maintenance requests are handled exclusively by service technicians who are direct employees of OPEX's national service organization, and such services are performed physically at the product installation site. To request service, simply call (1-800-673-9288) 24/7 and a member of OPEX's Communications Department who is a direct employee of OPEX, located at our Moorestown, New Jersey facilities will dispatch the OPEX service technician to the product installation site following receipt of your service call, during OPEX's standard contracted on-call coverage period. Accordingly, the following is a short description of the two different types of maintenance service plans an Equalis Group Participant can purchase, based on the location of the product installation site.

(i) On-Call Maintenance Service

OPEX's on-call maintenance program includes all labor and replacement parts necessitated by normal wear. OPEX's on-call maintenance program includes all labor and replacement parts excluding consumable items (i.e., toner, ink cartridge, paper, etc.) necessitated by normal wear and tear from normal use of the OPEX products and necessary to maintain the OPEX products in good operating condition, during the standard contracted on-call coverage period of 7 AM – 3 PM, site local time, Monday-Friday, excluding OPEX holidays. Upon receipt of a service call, OPEX's service technician will exert all reasonable efforts to arrive at the product site within four (4) hours, during OPEX's the standard contracted on-call coverage period.

(ii) Remote Maintenance Service

Some site locations may be designated as remote due to their physical distance from other OPEX service contracts and/or technician territories. Remote Maintenance is provided with the same type of on-call service as described above however, the response time is extended and then number of

PMs may be adjusted based on the location and number of equipment. For sites designated as Remote Maintenance, Equalis Group Participants will want to engage in conversation with OPEX's Account Executive and Regional Service Manager to determine the response time and number of service calls annually for that contract.

The definition of Products & Services may be amended from time to time upon the mutual written agreement of OPEX and Equalis.

Throughout the entire Term of this Agreement, OPEX shall provide at least sixty (60) calendar days written notice to Equalis relating to adding or deleting a Product (which may include the optional features that are available for purchase to a Prospective Participant) and/or adding and/or deleting a specific of Service.

2. Pricing for Products & Services

See the attached price list of Products & Services.

3. Price Adjustments

Should it become necessary or proper at any time during the entire Term of this Agreement for OPEX to make any change in design, model type or any alterations (which includes without limitation a general price increase) that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG which shall not be unreasonably withheld, delayed and/or conditioned and no payment for additional materials or services, beyond the amount stipulated in the Master Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. For clarity purposes, since OPEX is the manufacturer of the Products, it will provide to Equalis the then-current published commercial pricing documentation to justify the annual pricing increase for which such documentation will not include the Administrative Fee as set forth in Appendix C to the Administration Agreement that will be executed by both Parties concurrently with this Agreement.

OPEX must honor previous prices for thirty (30) days after approval and written notification from Equalis Group if requested.

It is OPEX's responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

Agreement - CCOG and Opex (Master) - 2021.05.01

Final Audit Report

2021-05-18

Created:	2021-05-13
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
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-  Document created by David Robbins (drobbins@equalisgroup.org)
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✔ Agreement completed.

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