

**Agreement By and between
Montana Correctional Enterprises and 3M Company for
Precision Plate System Equipment, Plate Builder Software with a perpetual software license
agreement, and Blanking Line Equipment Bailment Agreement**

THIS Digital License Plate (DLP) Hardware, Software and Blanking Line Equipment Bailment Agreement ("Agreement") is made by and between 3M COMPANY, acting through its Traffic Safety Systems Division, 3M Center, St Paul, Minnesota, 55144-1000 ("3M"), and Montana Correctional Enterprise (MCE) (the "State") 3M and the State are herein referred to jointly as the "Parties" and individually as "Party".

1. **Effective Date.** Notwithstanding the dates of signatures, the Effective Date of this Agreement shall be March 1, 2016 or the date of the last signature, whichever is later. The State is responsible for making a lump sum payment to 3M for all back payments that may occur between the Effective Date and signing date, within 30 days of signing date.
2. **Term and Termination.** The term of this Agreement shall begin on the Effective Date and shall end on Feb 28, 2023. The first two (2) years of this seven (7) year Agreement shall be at a fixed price with subsequent years subject to a price increase. This Agreement, including the Blanking Line Equipment Bailment Agreement may be renewable upon mutual agreement by both parties.
3. The following Exhibits are attached hereto and incorporated into this agreement:
Exhibit 1: Precision Plate System and Blanking Line Equipment
Exhibit 2: Plate Builder Software
Exhibit 3: Consumable Products
Exhibit 4: Price List for Equipment and Consumables
Exhibit 5: End User License Agreement
Exhibit 6: Equipment Bailment Agreement
Exhibit 7: Plate Builder Maintenance Agreement for Support Services
Exhibit 8: Precision Plate System Maintenance Agreement for Support Services
4. **Scope of Services:** 3M shall provide Montana Correctional Enterprises with:
 - a. Precision Plate System
 - i. Consumable products as specified in Exhibit 3
 - b. Plate Builder software
 - i. Includes perpetual software license as outline in the End User License Agreement shown in Exhibit 5
 - c. Second Blanking Line installed in new building located at the Montana State Prison in Deer Lodge, Montana.
 - d. Service Agreement for the Plate Builder in Exhibit 7
 - e. Service Agreement for the Precision Plate System in Exhibit 8

5. **Pricing:** The Precision Plate System and Plate Builder software is priced at \$1,450,000 and payable in three (3) installment payments as shown in the table below:

Milestone	Description	(estimated) Date of Milestone Payment	Payment Amount
Signed Contract	3M and Montana Correctional Enterprise sign a new contract for the Precision Plate System, Plate Builder, and a new blanking line.	Upon signature of both parties	\$483,333
Equipment Delivery	3M delivers the equipment to Montana Correctional Enterprise.	May 18, 2016	\$483,333
Equipment Installation	3M installs the equipment and software at the Montana Correctional Enterprise facility and upon Montana Correctional Enterprise's acceptance.	June 30, 2016	\$483,334

Note: Please see Exhibit 4 for additional pricing information.

6. **Installation:** 3M will install the equipment and software outlined in Exhibits 1, 2, and 3 on or before June 30, 2016. No additional installation activities are required to initiate the Equipment Bailment Agreement. The State shall not permit the removal of the equipment from the location at which 3M installed it without prior written consent of 3M.
7. **Use and Care of Equipment:** The State shall use the Equipment in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, or use of the Equipment during the term of the Agreement. The State shall operate the Equipment as directed in Operating Manuals or other documentation and training provided by 3M.
8. **Maintenance.** As provided under the Maintenance Agreement for Support Services in Exhibits 7 and 8, 3M shall perform all maintenance and repair of the Equipment and software during the term of the agreement.
9. **Loss or Damage.** The State assumes full responsibility for any and all loss or damage to the Equipment listed in Exhibit 1 from any cause whatsoever, except for damage due to reasonable wear and tear from normal use and for loss or damage due solely to 3M's negligence.
10. **Taxes and Fees.** State shall pay all license fees, assessments, and sales, use, property, and other taxes imposed on the Equipment by reason of ownership, leasing, renting, sale, possession, or use, whether they be assessed to 3M or the State, together with any penalties or interest, excepting federal, state, or local governmental taxes, or payments in lieu of those taxes, imposed on or measured by income of 3M.
11. **Events Constituting Default.** The following events shall constitute default under this

Agreement:

- a) The nonpayment by the State for a period of thirty (30) days of any sum required to be paid by State.
- b) The nonperformance by the State of any other term, covenant, or condition of this Agreement that is not cured within thirty (30) days after notice of nonperformance from 3M.
- c) The nonperformance by 3M of any term, covenant, or condition of this Agreement that is not cured within thirty (30) days after notice of nonperformance from the State.

12. **3M's Rights on Default.** On the occurrence of any of the events stated in Section 11 as constituting defaults, 3M, without notice to or demand on the State, may take possession of the Equipment.

13. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Montana.

14. **Assignment.** Without the prior written consent of 3M, the State shall not:

- a) Assign, transfer, or pledge this Agreement, or any part of, or any interest in the Equipment.
- b) Sublet or lend any part of the Equipment.
- c) Permit any part of the property to be used by anyone other than the State or the State's employees or inmates.

3M may assign its interest, or a part of its interest, in this Agreement.

15. **Attorney Fees.** In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney fees.

16. **Notices.** Any communications between 3M and the State regarding notices provided in this Agreement to be given or made, shall be given or made by mailing them to 3M at 3M Traffic Safety Systems Division, 3M Center, Building 225-4N-14, Saint Paul, MN, 55144-1000, Attention: Dan Moran and to the State at: Montana Correctional Enterprises, or to such other addresses as either party indicate in writing.

17. **Payment Terms:** Payments to 3M for consumables will be: one percent (1%) discount if paid within 10 calendar days; or payment due in full with within 30 days.

18. **System Upgrades and Modifications:**

- a. During the term of this Agreement, the State will receive the following at no additional charge: Plate Builder System fixes for any bugs found in the software, new Plate Builder software releases or Precision Plate fixes.
- b. During the term of this Agreement, 3M may offer upgrades and enhancements to the Precision Plate System and Plate Builder as provided in each of the Maintenance Agreements for Support Services. Any State-specific upgrades or enhancements requested by the State and accepted by 3M will be billed to the State on a time and materials basis at 3M's current hourly rate of \$163/hour.

19. Dispute Resolution

19.1 Any litigation regarding this Agreement must be filed and maintained in the state or federal courts of the State of Montana and the Parties consent to the personal jurisdiction of such courts. No provision of this Section 19 will preclude either Party seeking injunctive relief to prevent immediate or irreparable harm to it, but the mediation as stated in Section 19.3 will otherwise be fully exhausted before the commencement of any litigation.

19.2 EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS OR DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT. Any lawsuit or other action, regardless of form, relating to this Agreement, including, without limitation, an action for breach of warranty, must be commenced within one (1) year after the later of: (a) date on which the breach of warranty or other cause of action occurred; or (b) date on which that Party knew or should have known of that breach of warranty or other cause of action.

19.3 Prior to commencement of any litigation regarding this Agreement, the Parties agree to voluntary, non-binding mediation to resolve any dispute they may have. The mediation will be conducted by a mutually selected mediator (or if the Parties cannot agree, by a mediator selected by the CPR Institute for Dispute Resolution), in accordance with the CPR Institute's Model Procedure for Mediation of Business Disputes. The Parties will each pay its own attorneys' fees and will share equally the other mediation costs. While this mediation will be non-binding in all respects (except agreements in settlement of the dispute negotiated by the Parties), each Party will appear when directed by the mediator, be fully prepared to work toward the dispute's resolution, and participate in good faith. If the mediation does not result in a mutually satisfactory resolution of the dispute within ninety days (90) after it is begun, either Party may commence an action as permitted under Sections 19.1 and 19.2. All negotiations between the Parties pursuant to this Section 19 will be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence.

20. **Warranty and Limitation of Liability.** THE FOLLOWING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, A CUSTOMOR USAGE OF TRADE: 3M warrants that Equipment will be free from defects in workmanship and material and to conform to the specifications contained in Exhibit 1 for the entire term of the Agreement, and this warranty shall expire when the term of the Agreement expires. If the Equipment is proved to be defective, then the State's exclusive remedy and 3M's sole obligation shall be, at 3M's option, to repair or replace the parts of the Equipment which are proved to be defective as set forth in this Agreement. The limited remedy set forth in this Section is the State's exclusive remedy in the event of a breach of warranty. In no case shall 3M be liable for any other direct, indirect; special, incidental or consequential damages based upon breach of warranty. In no case shall 3M be liable for any direct damages based upon negligence, strict liability or any legal theory other than breach of contract.

21. Use of Consumables: Use of consumables (including sheeting, inks and over laminate) not supplied by 3M for the Precision Plate System will void the Service Level Agreement.

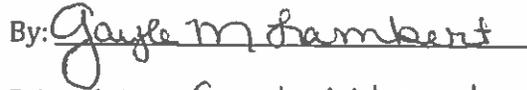
IN WITNESS WHEREOF, each party has caused this Agreement to be executed on the date indicated below:

ACCEPTED AND AGREED:

3M COMPANY

MONTANA CORRECTIONAL ENTERPRISES

By:  _____

By:  _____

Printed Name: Daniel F. Moran

Printed Name: Gayle M Lambert

Title: Lead Contract Administrator

Title: Division Administrator

Date: 3-4-16

Date: 3-21-2016

EXHIBIT 1

Precision Plate System and Blanking Line Equipment

Equipment	Product Description
Precision Plate System	<p>The Precision Plate System consists of the following equipment:</p> <p>Precision Plate System Print Engine</p> <ul style="list-style-type: none"> • Print Bar • Ink Supplies • Print Heads <p>Roll Handling Unit Components</p> <ul style="list-style-type: none"> • Unwind Module – Input material is loaded in the system. The module also contains a splice table for splicing in new material. • Printer Module – Consists of the printer engine and UV cure station. • Accumulator Module – Allows for the web to be reversed to eliminate gaps between printed runs. • Lamination Module – The overlamine is applied in-line to the sheeting. • Rewind Module – The finished product roll is wound up. <p>Control Tower with Separate UPS</p> <ul style="list-style-type: none"> • Control Panel – Consists of the system PC, the Power Modules, the System I/O Modules, the UV Control Module, the Print Head Support Modules, and the Bulk Ink Supplies. <p>Blower Unit for Curing Lamp</p>
Second Blanking Line	<p>Blanking Line Equipment</p> <ul style="list-style-type: none"> • PA Industries Horizontal Unwind Stand • Bolster Plate • Slug Shute for scrap • Blanking Press (45 Ton) • Two Conveyors - 12" Passenger plate • Vacuum Collector • Corner Collector Vac Tube - 12" Passenger plate • Blanking Die Guard • 3M Applicator 16" SRA • 3M ERF System • Blanking Line Assemble Parts

EXHIBIT 2

Plate Builder Software and Hardware

Software	Product Description
Plate Builder	<p>3M provides the 3M Plate Builder, a software application suite for license plate order entry, production management functionality, and product tracking. The 3M Precision Plate System license plate printer exclusively utilizes 3M Plate Builder to manage ordering and printing license plates.</p> <p>Plate Builder consists of the following software:</p> <ul style="list-style-type: none">• 3M Plate Builder Software• Microsoft Server 2012• Microsoft SQL/Server 2014 (ten client access licenses; three of which will be system accounts)• Microsoft Windows 7 (for workstations)• Microsoft Office Home and Business 2016 (for workstations) <p>Plate Builder utilizes the following hardware:</p> <ul style="list-style-type: none">• Two servers with one monitor and one tape drive• Two workstations with monitors• Zebra label printer• Barcode scanner (one previously provided)• UPS backup for servers• UPS backup for workstations• HP LaserJet Pro Printer

EXHIBIT 3

Consumable Products

The 3M Precision Plate System uses the following approved consumable materials for the digital printing of license plate sheeting:

- 3M Reflective Sheeting Series 3750
- 3M 9097 Clear Overlamine
- 3M 1500 Series UV-curable Inkjet inks

Ordering Consumable Products

Consumable products can be ordered via email, phone, or fax:

- Email: 3mtssorders@mmm.com
- Telephone: 877-777-3571 – Option 1, Option 1
- Fax: 800-591-9293

EXHIBIT 4

**Price list for Precision Plate Equipment,
Service and Consumable Products**

Description	Price
Precision Plate System printer	\$1,450,000
Plate Builder software	Included w/printer
Design conversion of 10 plates from DLP to Precision Plate System*	\$0
Precision Plate System Printer and Plate Builder Software maintenance/service	\$109,000/year
Ink Jet Print Head for Precision Plate Printer**	\$10,000
1504 UV Cyan Inkjet Ink (5 Liters) EA	included w/sheeting****
1505 UV Magenta Inkjet Ink (5 Liters) EA	included w/sheeting****
1506 UV Yellow Inkjet Ink (5 Liters) EA	included w/sheeting****
1503 UV Black Inkjet Ink (5 Liters) EA	included w/sheeting****
3750 Passenger Sheeting - white, Ensure and VST security marks	\$1.37/sq. ft. (years 1, 2, 3 of contract) \$1.40/sq. ft. (years 4, 5 of contract) \$1.43/sq. ft. (years 6, 7 of contract)
9097 Overlamine	\$0.45/sq. ft. (years 1, 2, 3 of contract) \$0.46/sq. ft. (years 4,5 of contract) \$0.47/sq. ft. (years 6, 7 of contract)
Second Blanking Line Equipment (as indicated in Exhibit 1) and maintenance/service	Included w/sheeting
Second Blanking Line Equipment Monthly Service and Support***	Included w/sheeting

Pricing Notes:

**Print head may be new or refurbished. Comes with one (1) year warranty.

***Includes one (1) annual 3M preventive maintenance visit for the blanking line. Emergency blanking line issues can be called into the Technical Service Center following the procedures as listed in the Precision Plate System Maintenance Agreement for Support Services in Exhibit 8.

****Based on 3M's ink usage analysis, one 5-Liter ink bladder should print typical graphic plates using approximately 6,000 square feet of license plate sheeting.

EXHIBIT 5

END USER LICENSE AGREEMENT

3M Plate Builder Software

End User License Agreement

1. Definitions.

- 1.1. "Licensee" means Montana Correctional Enterprise.
- 1.2. "3M" means 3M Company, by and through its Traffic Safety and Security Division.
- 1.3. "3M Software" means the 3M Plate Builder software, related software documentation, and any enhancements, modifications, customizations and derivative works thereof. Except as expressly provided herein, the 3M Software excludes software in its source code (human-readable computer code, instructions and related files) format and any third party software.
- 1.4. "EULA" means this End User License Agreement.

2. License Grants.

- 2.1. 3M Software. Subject to the terms and conditions of this EULA, 3M grants to Licensee a perpetual, royalty-free, non-exclusive, non-transferable right and license to use the 3M Software solely for Licensee's internal, business purposes in connection with the production of license plates within Licensee's jurisdiction.
- 2.2. Prohibited Use. Licensee is prohibited from: (i) renting, loaning, or sublicensing the 3M Software to any other party; (ii) using 3M Software to provide products or services to any other party, including but not limited to providing outsourcing, online, consulting or training services or performing as a service bureau for another party; and (iii) any other use of the 3M Software that is not expressly authorized by 3M as set forth herein. All rights to the 3M Software that are not expressly granted to Licensee herein are reserved to 3M.
- 2.3. Copies. Licensee may create copies of the 3M Software only on a limited basis reasonably related to Licensee's authorized use thereof. All copies shall retain all restrictive and proprietary markings, legends and notices appearing on or contained within the original.

3. Termination.

In addition to its other remedies at law and in equity, 3M may terminate this EULA and the license grants herein if: (i) Licensee is in material breach of this EULA; and (ii) such default is not cured within ten (10) business days of Licensee's receipt of written notice of such default. In the event of such termination, Licensee shall immediately cease all use of the 3M Software and, within thirty (30) days of such termination, shall return, delete or destroy the 3M Software and all copies thereof, and certify, in writing to 3M, as to the same.

4. **Confidentiality.** Licensee acknowledges that the 3M Software contains valuable confidential, proprietary and trade secret information belonging to 3M. Seller agrees to keep the 3M Software confidential and to use the 3M Software only as necessary to exercise its license rights under this EULA. Licensee may disclose the 3M Software to its employees and agents only to the extent that such disclosure is necessary to the performance of their duties to Licensee, and only to such employees and agents as agree to be bound by the terms of this EULA and the obligation of confidentiality herein. Licensee agrees to indemnify and hold 3M harmless from and against any breach of such terms and obligations by its employees and agents, and any other person or entity accessing the 3M Software through Licensee.
5. **Ownership of Intellectual Property.** Licensee acknowledges that 3M owns the 3M Software and all modifications and derivative works thereof. Licensee disclaims and waives all right, title or interest in the 3M Software other than the license rights set forth in Section 2 of this EULA. To the extent that Licensee is ever deemed to have any right, title or interest in the 3M Software, or in any modification or derivative work thereof, other than the license rights set forth in Section 2 of this EULA, Licensee agrees to assign, and hereby assigns the same to 3M. Licensee may not alter or remove any copyright notices or other proprietary markings provided with the software. All newly created display screens shall include the following notice: © 2016 3M Company, all rights reserved.
6. **Disclaimer of Warranties.** THE 3M SOFTWARE IS PROVIDED "AS IS" AND "WHERE IS." 3M DISCLAIMS, AND LICENSEE WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. 3M DOES NOT WARRANT THAT THE 3M SOFTWARE WILL RUN UNINTERRUPTED OR WITHOUT ERROR.
7. **Limitation of Liability.** 3M SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF BUSINESS OR CONFIDENTIAL INFORMATION, LOSS OF PRIVACY, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE SUBJECT MATTER OF THIS EULA, ANY BREACH OR FAILURE TO PERFORM HEREUNDER, OR LICENSEE'S USE OF OR INABILITY TO USE THE 3M SOFTWARE, EVEN IF 3M HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL 3M'S TOTAL LIABILITY ARISING FROM THE SOFTWARE AND THIS EULA EXCEED FIFTY DOLLARS (\$50.00).
8. **U.S. Government Restricted Rights.** The 3M Software is commercial computer software and documentation developed exclusively at private expense, and in all respects is proprietary data belonging solely to 3M. If the 3M Software is acquired by or on behalf of agencies or units of the Department of Defense (DoD), then, pursuant to DoD FAR Supplement Section 227.7202 and its successors (48 C.F.R. 227.7202) the Government's right to use, reproduce or disclose the 3M Software is subject to the restrictions of this EULA. If the 3M Software is acquired by or on behalf of civilian agencies of the United States Government, then, pursuant to FAR Section 12.212 and its successors (48 C.F.R. 12.212), the Government's right to use, reproduce or disclose the 3M Software is subject to the restrictions of this EULA.

9. **Governing Law.** This EULA is governed by the laws of the State of Minnesota, USA, excluding its conflict of laws rules, and specifically excluding the United Nations Convention on Contracts for the International Sale of Goods.

10. General.

- 10.1. **Inspection.** 3M reserves the right to inspect, with reasonable notice, during normal business hours, any location where the 3M Software is stored, installed or in use, and to access and operate the 3M Software for the purpose of auditing its use.
- 10.2. **Assignment.** Licensee shall not assign, pledge, hypothecate, subcontract, sublicense or otherwise transfer, assign or delegate any of its rights, duties and/or obligations under this EULA (an "Assignment") without 3M's prior written consent. "Assignment" includes any transfer of at least fifty (50%) percent of Licensee's assets or equity ownership. Any Assignment made without 3M's prior written consent is void and cause for termination of this Agreement.
- 10.3. **Waiver.** The failure of 3M to insist upon strict performance of any covenants or obligations hereunder, irrespective of the length of time for which such failure continues, shall not be deemed a waiver of 3M's right to demand strict compliance in the future. No express or implied consent to, or waiver of, any breach or default of the performance of any obligations hereunder shall constitute a consent to, or waiver of, any other breach or default in the performance of the same or any other obligations hereunder. No term or provision of this EULA will be deemed waived and no breach will be deemed excused, unless such waiver is in writing and signed by 3M.
- 10.4. **Severance and Interpretation.** If any provision of this EULA is found to be illegal or unenforceable, such provision will be deemed to be deleted or narrowly construed to such extent necessary to make it enforceable, and this EULA will otherwise remain in full force and effect. If an ambiguity or question of intent arises, this EULA will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this EULA.
- 10.5. **Notices.** All notices required or permitted under this EULA and all requests for approvals, consents, and waivers may be delivered in person, by prepaid mail, sent via the USPS, certified return receipt requested, or by a nationally recognized overnight courier. Any notice or request will be deemed to have been given on the date of delivery if delivered in person; three business (3) days after deposit with the USPS; or the next business day if sent by overnight courier. Notices and requests must be delivered to the Parties at the addresses shown below until a different email address has been designated by notice to the other Party.
- 10.6. **Export.** Licensee is prohibited from exporting the 3M Software from the United States without the prior written authorization of 3M and if so authorized, then only in compliance with applicable export laws and regulations.
- 10.7. **Survival.** Upon termination of this EULA, sections of the EULA that, by their nature, would be reasonably expected to survive termination of the EULA, shall so survive and remain in effect indefinitely.

- 10.8. **Entire Agreement.** This EULA constitutes the entire agreement between Licensee and 3M with respect to the subject matter hereof. In the event of conflict between the terms and conditions of this EULA and any other agreements or representations by or between the parties hereto, whether oral or written, this EULA shall govern. The terms of this EULA cannot be modified by any terms in any printed forms, including but not limited to purchase orders, and can only be modified or amended by express, written consent of both parties.

EXHIBIT 6

EQUIPMENT BAILMENT AGREEMENT

This Equipment Bailment Agreement ("Agreement") is made as of _____, 2016 (the "Effective Date"), between 3M Company, acting through its Traffic Safety Systems Division ("3M"), and the Montana Correctional Enterprise (Customer") for blanking line equipment to be located at the Montana State Prison in Deer Lodge, Montana. 3M and Customer are referred to collectively as "Parties" and individually as "Party."

1. **Equipment.** 3M will deliver to Customer the equipment described on Attachment One (the "Equipment") on a bailment basis, which Customer will use for the sole purpose of manufacturing license plates **and for no other purpose.** The Equipment will be delivered to Customer's United States location agreed to by the Parties, and, if Customer moves the Equipment from that Customer site, Customer may only move it within the United States as necessary to apply 3M Products. 3M may enter any Customer site or other site at which the Equipment is located to assess Customer's compliance with its obligations under this Agreement. 3M is the Equipment owner and the Equipment will remain 3M's personal property. Customer will not sell, loan or encumber the Equipment. Customer authorizes 3M to file any and all appropriate documentation (including UCC financing statements) without Customer's signature to acknowledge 3M's Equipment ownership.

2. **Term.** This Agreement's term begins on the Effective Date and continues until terminated as stated in this Section 2 ("Term"). This Agreement may be terminated by 3M at any time on not less than 30 days' notice to Customer. In addition, 3M may take possession of any or all Equipment or require that Customer ship any or all Equipment to a 3M-designated location: (a) with 30 days' notice to Customer; and (b) without notice, if 3M deems, in its discretion, that Customer has not performed all of its obligations under this Agreement or that this action is prudent to avoid or minimize Equipment damage or loss. On 3M's request, Customer will return the Equipment in good working condition, to the 3M-designated address in either the original shipping container or an alternate shipping container providing at least equivalent protection. Customer agrees to pay any legal and other expenses related to 3M's efforts to take Equipment possession or to repair Equipment that is not returned to 3M in the proper working order.

3. **Equipment Requirements.** Customer must meet all 3M requirements as to the Equipment's storage, operation, maintenance and shipment ("Requirements") which include: (a) maintaining the Equipment in good working condition as recommended in the manufacturer information and any user manual provided by 3M (the "Manual"); (b) keeping all 3M labels on Equipment; (c) making no Equipment modifications except with 3M's prior written consent in each instance; and (d) operating the Equipment in accordance with the applicable 3M Manual. If the Equipment is not operating properly, then Customer will discontinue using the Equipment, contact 3M, and await direction from 3M as to how to proceed. 3M will determine if any Equipment repairs are to be made and if 3M will supply Customer with Equipment service parts. Customer assumes complete responsibility for all risk of loss or damage to Equipment from any cause whatsoever from the date of its delivery to Customer until shipment to 3M.

4. **No Warranty.** 3M PROVIDES THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF A COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE. Customer has determined, prior to entering into this Agreement, the Equipment's suitability for Customer's intended use and assumes all risk and liability in

connection with this determination.

5. Notices. 3M notices under this Agreement will be given to Customer at its then-current email or fax number. Customer notices under this Agreement will be given to 3M Traffic Safety Systems Division, 3M Center, Building 225-4N-14 Saint Paul, MN, 55144-1000, Attention: John Riccardi.

6. Limitations of Liability. 3M IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) IN ANY WAY RELATED TO EQUIPMENT, THIS AGREEMENT, OR THIS AGREEMENT'S TERMINATION. THIS LIMITATION APPLIES REGARDLESS OF LEGAL OR EQUITABLE THEORY ASSERTED.

7. General. This Agreement will be interpreted under the laws of the State of Montana without regard to its conflicts of laws provisions. Any litigation relating to the Equipment, this Agreement, or this Agreement's termination, must be brought in a federal and state court of (state) Montana and the Parties consent to those courts' personal jurisdiction. Customer may not assign any of its rights or obligations under this Agreement, including any subcontracting of any obligation or the sale of fifty percent or more of Customer's stock or assets, without 3M's prior written consent. This Agreement may be waived or modified only by a written document signed by the Parties' authorized representatives. Any Party's failure or delay in exercising any right or remedy once or more will not waive that Party's right subsequently to require strict performance. This Agreement constitutes the entire agreement between the Parties with respect to the Equipment and terminates all the Parties' prior written or oral agreements as to this subject matter. All this Agreement's provisions including, without limitation, those relating to warranty, indemnification, and limitation of liability, will survive the Term's end and be fully enforceable thereafter to the full extent necessary to protect the Party in whose favor they run.

**ATTACHMENT ONE
TO
EQUIPMENT BAILMENT AGREEMENT**

EQUIPMENT LIST

Asset Description	Model ID	Serial Number	Asset Tag Number
PA Industries Horizontal Unwind Stand			
Bolster Plate			
Slug Shute for scrap			
Blanking Press (45 Ton)			
Conveyor - 12" Passenger plate (1 of 2)			
Conveyer - 12" Passenger plate (2 of 2)			
Vacuum Collector			
Corner Collector Vac Tube - 12" Passenger plate			
Blanking Die Guard			
3M Applicator 16" SRA			
New 3M ERF System			
Blanking Line Assemble Parts			

Upon installation, 3M will update this equipment list to include model ID's, serial numbers, and asset tag numbers.

EXHIBIT 7

Maintenance Agreement for Support Services for 3M System: Plate Builder Software and Hardware

1. **Introduction.** This Maintenance Agreement sets forth the maintenance and support services that 3M will provide to Customer on an annual term basis, if mutually agreed by the parties, for the 3M Plate Builder software and hardware components listed on Exhibit 7A. These terms will supersede any conflicting terms in any prior written agreements between the State of Montana and 3M relative to 3M's provision of digital license plate production software, hardware, and services.
2. **Definition**
 - 2.1. **3M:** means 3M Company.
 - 2.2. **3M System:** means the 3M Plate Builder software and hardware listed on Exhibit 7A.
 - 2.3. **3M Support Team:** means those resources providing operational troubleshooting assistance on 3M's behalf for Customer under this maintenance and support agreement.
 - 2.4. **Customer:** means the Montana Correctional Enterprise (the State of Montana) contracting with 3M for support services under this maintenance and support agreement.
 - 2.5. **Customer Primary Contact(s):** means two to four main contacts designated by Customer for purposes of communicating with 3M under this maintenance and support agreement. One contact will have decision making ability for expense issues. A second contact will have decision making ability for operational issues and a third (and fourth) contact will have technical capabilities to assist troubleshooting.
 - 2.6. **Product(s):** means the 3M Plate Builder software and hardware component(s) covered by this maintenance and support agreement as further identified on Exhibit 7A.
 - 2.7. **Remote:** means access made by a member of the 3M Support Team from an off-site location.
 - 2.8. **Initiation:** means the point in time at which 3M is made aware of an issue/request by the Customer or Customer's agent. Customer initiation can occur via an email or phone call to 3M.
 - 2.9. **Notification:** means 3M's reply, verbal or electronic, to Customer regarding confirmation/acceptance of the initiated issue into 3M's work queue.
 - 2.10. **Response:** means the point in time at which 3M begins, and continues, to work the issue/request.
 - 2.11. **Repaired:** means that the issue/request is resolved and completed by 3M.
 - 2.12. **Cancelled:** the issue is withdrawn by Customer, or by mutual agreement between 3M and the Customer the issue no longer needs to be addressed.
 - 2.13. **Severities:** See the Incident Response Table.
3. **Scope of Services**
 - 3.1. 3M reserves the right to confirm all support service requests with a Customer Primary Contact before beginning resolution efforts.
 - 3.2. **Maintenance**
 - 3.2.1. 3M will coordinate maintenance of Plate Builder hardware devices identified in Exhibit 7A with the respective hardware vendors.

- 3.2.2. Maintenance of the Plate Builder software will be provided based on the availability of new 3M software releases. The Microsoft software listed in Exhibit 7A will be updated based on the availability and testing of the new licensed software releases with the 3M system. The foregoing maintenance and updates will be scheduled in cooperation with Customer. Software updates are only possible if 3M has remote connectivity to the 3M System.
- 3.2.3. The 3M System includes an automated local database backup process that is performed via a 3M-supplied SQL Server script. In addition, the 3M System database server includes a tape backup unit for the Customer to use to make disk backups on a daily basis. 3M will train the Customer on how to operate the tape backup unit. The Customer will be responsible for managing the tape backup process. Should a database or disk failure occur due to a failure of the 3M System and a recovery operation be needed, 3M will assist the Customer in recovering the 3M Plate Builder database and/or disk at no extra charge to Customer, provided that the failure is not due to Customer negligence (including but not limited to physical damage to the server/disk drive or deletion of data on the disk or the database) or power failure or spike. If the failure is due to Customer negligence or power issues, the Customer will be charged 3M's then time and materials hourly rate for 3M's provision of assistance with the disk and/or database recovery. 3M's current hourly time and materials rate is \$163 per hour.
- 3.2.4. For each maintenance event, 3M will: (i) announce to Customer the schedule of the event at least 48 hours in advance; (ii) announce to Customer the closure of the event within 2 Business hours upon completion of work; and (iii) document the planned maintenance activities and results of the completed event within 48 hours of completion.
- 3.2.5. Evaluation. 3M will evaluate the performance of the 3M System during maintenance events and make any adjustment as needed for the 3M System to continue to operate to its written specifications.
- 3.3. Incident Remediation (unexpected and unplanned events)
- 3.3.1. In the event of an unexpected or unplanned disruption the Customer shall contact 3M through the 3M Technical Support via phone at 1-877-777-3571 or email at TSSDContactCenter@mmm.com. The Technical Support Center will start an incident report and contact the appropriate 3M Service Personnel.
- 3.3.2. 3M will respond to each incident that affects the 3M System by contacting a Customer Primary Contact either by phone or email within the timeline set forth in Incident Response Table below.
- 3.3.3. 3M will document in its standard incident management system key attributes of each alert, including a measurement of priority as suggested by Customer.
- 3.3.4. 3M will update this incident documentation upon beginning triage, continuing through completion of remediation efforts.
- 3.3.5. 3M may alter the measurement of priority as originally suggested by a Customer Primary Contact.

- 3.3.6. 3M will notify Customer when a resolution is identified. 3M will request Customer approval prior to closing each incident, allowing Customer a minimum of 2 Business days to confirm acceptance of resolution.
- 3.3.7. All 3M System issues, whether software or hardware, will initially be diagnosed remotely. If the issue can be resolved via the Customer supplied remote connection, 3M will do so. 3M will utilize the Incident Response Table shown below in determining the final process for resolving a software or hardware incident. When remediation requires software updates, 3M will follow 3M's standard software process for development, testing and release of software. When remediation requires hardware updates, 3M will identify ownership of hardware and define and communicate an action plan with a Customer Primary Contact per the Incident Response Table shown below.
- 3.3.8. 3M does not guarantee timing for completion of repairs; however, 3M will use commercially reasonable efforts to complete repairs in a timely manner to minimize the impact on operation of the 3M System. 3M's responses and efforts will be based on the severity of the incident as described in the Incident Response Table below.

3.4. Improvements. 3M may identify needed or beneficial improvements to the 3M System. Improvements available and considered for deployment will be communicated to a Customer Primary Contact, and controlled in alignment with the maintenance process. In some cases, improvements requested by the Customer may be subject to a change order process and there may be a charge to the Customer for 3M to implement the improvement.

3.5. Reporting & Controls

- 3.5.1. 3M will make available to a Customer Primary Contact a summary of maintenance and improvement activities completed on the 3M System. This summary will be updated on a quarterly basis.
- 3.5.2. 3M will establish, in cooperation with one or more Customer Primary Contacts, a process by which the 3M System will be maintained, and operational status will be communicated. This process will include scheduled maintenance activities, emergency maintenance, problem reporting, and system improvements.

3.6. 3M Support Team. 3M reserves the right to provide maintenance and support services through its own staff or 3M-authorized contractors.

4. Hours of Operations

- 4.1. Business hours: defined as 3M's standard hours for operation on Business days, 6 a.m. – 6 p.m. Central Time.
- 4.2. Business days: defined as the days when 3M normal in-office business operations are undertaken, Monday through Friday, excluding Holidays.
- 4.3. Non-business days: defined as the weekend days, Saturday and Sunday, and Holidays.
- 4.4. Holidays: defined as 3M-recognized days when 3M business operations will, in 3M's discretion, either be restricted or completely unavailable.

5. Incident Response Table: 3M Contact Information: Resolution Plan

5.1 Incident Response Table:

Severity Level of Incident	Severity Definition	Occurring during	Notification to be sent	Response to be started	Hardware and Software Action Plan
1	An incident with significant scope and negative impact to the Customer's business, typically effecting product/revenue producing activities, worker safety or immediate information security.	Business hours	Within 1 Business hour of Initiation	Within 1 Business hour of Initiation	<ol style="list-style-type: none"> 1) 3M to contact Customer. 2) 3M seeks to resolve issue remotely. 3) If unable to resolve within 8 Business hours, 3M provides a resolution plan within 4 Business hours following initial resolution attempt.
2	An incident with limited scope or negative impact to the Customer's business, degraded operations or noted potential to quickly increase in urgency or scope	Business hours	Within 1-2 Business hour of Initiation	Within 4 Business hours of Initiation	<ol style="list-style-type: none"> 1) 3M to contact Customer. 2) 3M seeks to resolve issue remotely. 3) If unable to resolve within 8 Business hours, 3M provides a resolution plan within 8 Business hours following initial resolution attempt.
3	An incident having limited scope or negative impact to the business, unlikely to quickly increase in urgency or scope	Business hours	Within 2-3 Business hour of Initiation	Within 8 Business hours of Initiation	<ol style="list-style-type: none"> 1) 3M to contact Customer. 2) 3M seeks to resolve issue remotely. 3) If unable to resolve within 16 Business hours, 3M provides a resolution plan within 16 Business hours following initial resolution attempt.
4	An incident, question or request to 3M that has minimal to no impact to business operations. Incident may be an improvement request, feature inquiry or functionality concern with limited operational scope.	Business hours	Within 3-4 Business hour of Initiation	Within 16 Business hours of Initiation	<ol style="list-style-type: none"> 1) 3M to contact Customer. 2) 3M seeks to resolve issue remotely. 3) If unable to resolve within 40 Business hours, 3M provides a resolution plan within 24 Business hours following initial resolution attempt.

5.2 Customers can call the toll free number: 1-877-777-3571 or email: TSSDContactCenter@mmm.com to report an incident. 3M will respond in accordance with the Incident Response Table whether the Customer calls in the incident or sends an email in regard to the incident.

5.3 3M's resolution plan will include details on how 3M will seek to resolve the issue, initially via remote access to the 3M System, and if necessary, to include sending spare parts or new hardware to the Customer, and additionally, if the issue resolution requires it, travel

by a 3M engineer to the Customer's location. The Customer must provide remote access to the 3M System as 3M will always attempt to resolve any issue remotely before any other actions are taken.

6. Customer Responsibilities

6.1 Access. Depending on the severity of the incident, Customer will provide access to the 3M System within 24 hours of a 3M request. Remote access must be provided for 3M to perform maintenance or resolve an issue. Physical access may also be required should an issue not be resolvable via remote access. Failure to provide remote connectivity will result in all Service Level Agreements (SLAs) for 3M support services being converted to "as time permits" and all support services will be billed as time and materials per 3M's then current time and materials rates until connectivity is reestablished, including travel costs, should travel to the customer site be necessary as a result of 3M not being allowed to remotely connect to the 3M System.

6.2 Customer Communication Requirements

6.2.1 Customer will immediately alert the 3M Support Team of any concerns regarding 3M System errors, availability, security, confidentiality or reliability.

6.2.2 Customer will notify the 3M Support Team in writing of any changes to Customer Primary Contacts.

6.3 Issue Detail: Replicability. Customer shall provide the 3M Support Team with sufficient detail for 3M to troubleshoot and resolve the issue. Software issues must be replicable by Customer.

7. Out of Scope Services

7.1 Service requested by Customer as the result of the following events is outside the scope of maintenance services to be provided under this SOW and unless the parties agree mutually otherwise in writing, 3M shall have no responsibility therefor: (i) unauthorized modification of Exhibit A hardware or software; (ii) Issues or damages caused by misuse, abuse, accidental damage, theft, excessive heat, cold or moisture, power failures or fluctuations, or telecommunications faults or failures; (iii) repair or recovery of files and/or data as a result of Customer's failure to update antivirus software; or (iv) issues related to hardware or software not listed on Exhibit A, including but not limited to the introduction of non-3M approved hardware and software into the 3M System. Additionally, 3M shall not be responsible for monitoring of 3M System hardware or software components listed on Exhibit 7A.

7.2 Customer may request that 'out of scope' services be provided by 3M at additional costs. Should such services be requested, and provided that 3M is amenable to providing such services, 3M will evaluate each request on a case by case basis, and provide Customer with a high level, budgetary estimate of cost on a time and materials basis and a schedule for delivery. 3M will not proceed with delivery efforts or with development of a detailed

estimate until Customer gives written approval. If the level of effort is deemed large enough (>60 hours), upon approval, 3M will provide a level of effort estimate (+/- 25%) for the Customer to approve before beginning the work. Customer agrees to pay 3M the current time and materials rates for all 'out of scope' services performed by the 3M Technical Support Team.

EXHIBIT 7A

**3M System Components:
3M Plate Builder Software and Hardware**

Description of Software or Hardware	Serial Number for Hardware	Quantity
3M Software:		
3M Plate Builder Software		1
Licensed Server Software:		
Microsoft Server 2012		2
Microsoft SQL/Server 2014		1
Licensed Workstation Software:		
Microsoft Windows 7		2
Microsoft Office Home and Business 2016		2
Hardware:		
Servers:		
SQL Server - HP ProLiant Server		1
App Server - HP ProLiant Server		1
Desktop:		
HP Workstations		2
HP ProDisplay Monitor		3
Misc.:		
Zebra Label Printer		1
APC Smart-UPS		1
APC Back-UPS for Desktops		2

EXHIBIT 8

Maintenance Agreement for Support Services for 3M System: Precision Plate System Software and Hardware

1. **Introduction.** This Maintenance Agreement sets forth the maintenance and support services that 3M will provide to the Customer on an annual term basis, if mutually agreed by the parties, for the 3M Precision Plate System software, hardware and equipment components listed on Exhibit 8A. These terms will supersede any conflicting terms in any prior written agreements between the State and 3M relative to 3M's provision of digital license plate production software, hardware, and services.
2. **Definition**
 - 2.1. **3M:** means 3M Company.
 - 2.2. **3M System:** means the 3M Precision Plate System software, hardware and equipment listed on Exhibit 8A.
 - 2.3. **3M Support Team:** means those resources providing operational troubleshooting assistance on 3M's behalf for Customer under this maintenance and support agreement.
 - 2.4. **Customer:** means the Montana Correctional Enterprise (the State of Montana) contracting with 3M for support services under this maintenance and support agreement.
 - 2.5. **Customer Primary Contact(s):** means two to four main contacts designated by Customer for purposes of communicating with 3M under this maintenance and support agreement. One contact will have decision making ability for expense issues. A second contact will have decision making ability for operational issues and a third (and fourth) contact will have technical capabilities to assist troubleshooting.
 - 2.6. **Product(s):** means the 3M Precision Plate System software, hardware and equipment component covered by this maintenance and support agreement as further identified on Exhibit 8A.
 - 2.7. **Remote:** means access made by a member of the 3M Technical Support Team from an off-site location.
 - 2.8. **Initiation:** means the point in time at which 3M is made aware of an issue/request by the Customer or Customer's agent. Customer initiation can occur via an email or phone call to 3M.
 - 2.9. **Notification:** means 3M's reply, verbal or electronic, to Customer regarding confirmation/ acceptance of the initiated issue into 3M's work queue.
 - 2.10. **Response:** means the point in time at which 3M begins, and continues, to work the issue/request.
 - 2.11. **Repaired:** means that the issue/request is resolved and completed by 3M.
 - 2.12. **Cancelled:** the issue is withdrawn by Customer, or by mutual agreement between 3M and the Customer the issue no longer needs to be addressed.
 - 2.13. **Severities:** See the Incident Response Table below.
3. **Scope of Services**
 - 3.1. 3M reserves the right to confirm all maintenance or support service requests with a Customer Primary Contact before beginning resolution efforts.

3.2. Maintenance

- 3.2.1. 3M will manage the maintenance of the Precision Plate System equipment and hardware devices identified in Exhibit 8A.
- 3.2.2. Maintenance of the Precision Plate System hardware and equipment will provide based on the use of the 3M Precision Plate System. At a minimum, 3M will perform two preventative maintenance visits per year at the customer's site.
- 3.2.3. Maintenance of the Precision Plate System software will be provided based on the availability of new 3M releases of the software. The Microsoft software listed in Exhibit 8A will be updated based on the availability and testing of new releases of the licensed software from the vendor. The foregoing maintenance and updates will be scheduled in cooperation with Customer. Software updates are only possible if 3M has remote connectivity to the 3M System.
- 3.2.4. 3M will provide anti-virus software with the 3M Precision Plate System workstation provided as part of the 3M System; however, access to an external network must be provided by Customer so the anti-virus software can be updated by the anti-virus software provider to ensure it is kept current.
- 3.2.5. The 3M Precision Plate System includes a system backup process that is performed via a trained user of the system. The 3M Precision Plate data backup should be to a flash drive, tape drive, networked driver or external hard drive, for safe storage of the Precision Plate data. The backup should be performed on at a minimum of once per week. The hardware used to back up the Precision Plate System must be easily accessible so that it can be quickly retrieved and the data backup performed. Should a database or disk failure occur due to a failure of the 3M System and a recovery operation be needed, 3M will assist the Customer in recovering the 3M Precision Plate System database and/or disk at no extra charge to Customer, provided that the failure is not due to Customer negligence (including but not limited to physical damage to the server/disk drive or deletion of data on the disk or the database) or power failure or spike. If the failure is due to Customer negligence or power issues, the Customer will be charged 3M's then time and materials hourly rate for 3M's provision of assistance with the disk and/or database recovery. 3M's current hourly time and materials rate is \$163 per hour.
- 3.2.6. For each software, hardware and equipment maintenance event, 3M will: (i) announce to Customer the schedule of the event at least 48 hours in advance; (ii) announce to Customer the closure of the event within 2 Business hours upon completion of work; and (iii) document the planned maintenance activities and results of the completed event within 48 hours of completion.

3.2.7. Evaluation. 3M will evaluate the performance of the 3M System during maintenance events and make any adjustment as needed for the 3M System to continue to operate to its written specifications.

3.3. Incident Remediation (unexpected and unplanned events)

- 3.3.1. In the event of an unexpected or unplanned disruption the Customer shall contact 3M through the 3M Technical Support Center by phone at 1-877-777-3571 or email at TSSDContactCenter@mmm.com. The Contact Center will start an incident report and contact the appropriate 3M Service Personnel.
- 3.3.2. 3M will contact the a Customer Primary Contact by phone or email in response to each incident affecting the 3M System, within the timeline set forth in Incident Response Table below.
- 3.3.3. 3M will document, in its standard incident management system, the key attributes of each alert, including a measurement of priority as suggested by Customer.
- 3.3.4. 3M will update this incident documentation upon beginning triage, continuing through completion of remediation efforts.
- 3.3.5. 3M may alter the measurement of priority as originally suggested by a Customer Primary Contact.
- 3.3.6. 3M will notify Customer when a resolution is identified. 3M will request Customer approval prior to closing each incident, allowing Customer a minimum of 2 Business days to confirm acceptance of resolution.
- 3.3.7. All 3M System issues, whether software, hardware or equipment, will initially be diagnosed remotely. If the issue can be resolved via the Customer supplied remote connection, 3M will do so. 3M will utilize the Incident Response Table shown below in determining the final process for resolving a software, hardware or equipment incident. When remediation requires software updates, 3M will follow 3M's standard software process for development, testing and release of software. When remediation requires hardware or equipment updates, 3M will identify ownership of hardware and equipment (as applicable to the system installed) and define and communicate an action plan with a Customer Primary Contact per the Incident Response Table shown below.
- 3.3.8. 3M does not guarantee timing for completion of repairs; however, 3M will use commercially reasonable efforts to complete repairs in a timely manner to minimize the impact on operation of the 3M System. 3M's responses and efforts will be based on the severity of the incident as described in the Incident Response Table below.

3.4. Improvements. 3M may identify needed or beneficial improvements to the 3M System. Improvements available and considered for deployment will be communicated to a Customer Primary Contact, and controlled in alignment with the maintenance process. In some cases, improvements requested by the Customer may be subject to a change order process and there may be a charge to the Customer for 3M to implement the improvement.

3.5. Reporting and Controls

3.5.1. 3M will make available to a Customer Primary Contact a summary of maintenance and improvement activities completed on the 3M System. This summary will be updated on a quarterly basis.

3.5.2. 3M will establish, in cooperation with one or more Customer Primary Contacts, a process by which the 3M System will be maintained, and operational status will be communicated. This process will include scheduled maintenance activities, emergency maintenance, problem reporting, and system improvements.

3.6. 3M Support Team. 3M reserves the right to provide maintenance and support services through its own staff or 3M-authorized contractors.

4. Hours of Operations

4.1. Business hours: defined as 3M's standard hours for operation on Business days, 6 a.m. - 6 p.m. Central Time.

4.2. Business days: defined as the days when 3M normal in-office business operations are undertaken, Monday through Friday, excluding Holidays.

4.3. Non-business days: defined as the weekend days, Saturday and Sunday, and Holidays.

4.4. Holidays: defined as 3M-recognized days when 3M business operations will, in 3M's discretion, either be restricted or completely unavailable.

5. Incident Response Table: 3M Contact Information: Resolution Plan

5.4 Incident Response Table:

Severity Level of Incident	Severity Definition	Occurring during	Notification to be sent	Response to be started	Equipment, Hardware and Software Action Plan
1	An incident with significant scope and negative impact to the Customer's business, typically effecting product/revenue producing activities, worker safety or immediate information security.	Business hours	Within 1 Business hour of Initiation	Within 1 Business hour of Initiation	<ol style="list-style-type: none"> 1) 3M to contact Customer. 2) 3M seeks to resolve issue remotely. 3) If unable to resolve within 8 Business hours, 3M provides a resolution plan within 4 Business hours following initial resolution attempt.
2	An incident with limited scope or negative impact to the Customer's business, degraded operations or noted potential to quickly increase in urgency or scope	Business hours	Within 1-2 Business hour of Initiation	Within 4 Business hours of Initiation	<ol style="list-style-type: none"> 1) 3M to contact Customer. 2) 3M seeks to resolve issue remotely. 3) If unable to resolve within 8 Business hours, 3M provides a resolution plan within 8 Business hours following initial resolution attempt.
3	An incident having limited scope or negative impact to the business, unlikely to quickly increase in urgency or scope	Business hours	Within 2-3 Business hour of Initiation	Within 8 Business hours of Initiation	<ol style="list-style-type: none"> 1) 3M to contact Customer. 2) 3M seeks to resolve issue remotely. 3) If unable to resolve within 16 Business hours, 3M provides a resolution plan within 16 Business hours following initial resolution attempt.
4	An incident, question or request to 3M that has minimal to no impact to business operations. Incident may be an improvement request, feature inquiry or functionality concern with limited operational scope.	Business hours	Within 3-4 Business hour of Initiation	Within 16 Business hours of Initiation	<ol style="list-style-type: none"> 1) 3M to contact Customer. 2) 3M seeks to resolve issue remotely. 3) If unable to resolve within 40 Business hours, 3M provides a resolution plan within 24 Business hours following initial resolution attempt.

5.5 Customers can call the toll free number: 1-877-777-3571 or email: TSSDContactCenter@mmm.com to report an incident. 3M will respond in accordance

with the Incident Response Table whether the Customer calls in the incident or sends an email in regard to the incident.

- 5.6 3M's resolution plan will include details on how 3M will seek to resolve the issue, initially via remote access to the 3M System, and if necessary, to include sending spare parts, new hardware, or new equipment to the Customer, and additionally, if the issue resolution requires it, travel by a 3M engineer to the Customer's location to resolve the incident. The Customer must provide remote access to the 3M System as 3M will always attempt to resolve any issue remotely before any other actions are taken. In addition, the customer must provide access to the physical access to the system should a 3M engineer need to travel to the customer's site.

6. Customer Responsibilities

- 6.1 Access. Customer will provide access to the 3M System for the time that a 3M Engineer requires access to the system. Remote access must be provided for 3M to perform maintenance or resolve an issue. Physical access may also be required should an issue not be resolvable via remote access. Failure to provide remote connectivity will result in all SLAs for 3M support services being converted to "as time permits" and all support services will be billed as time and materials per 3M's then current time and materials rates until connectivity is reestablished, including travel costs, should travel to the customer site be necessary as a result of 3M not being allowed to remotely connect to the 3M System.

6.2 Customer Communication Requirements

- 6.2.1 Customer will immediately alert the 3M Technical Support Team of any concerns regarding 3M System errors, availability, security, confidentiality or reliability.
- 6.2.2 Customer will notify the 3M Technical Support Team in writing of any changes to Customer Primary Contacts.

- 6.3 Issue Detail: Replicability. Customer shall provide the 3M Technical Support Team with sufficient detail for 3M to troubleshoot and resolve the issue. Software issues must be replicable by Customer.

7. Out of Scope Services

- 7.1 Service requested by the Customer as the result of the following events is outside the scope of maintenance services to be provided under this SOW and unless the parties agree mutually otherwise in writing, 3M shall have no responsibility therefor: (i) unauthorized modification of Exhibit A hardware, equipment or software; (ii) Issues or damages caused by misuse, abuse, accidental damage, theft, excessive heat, cold or moisture, power failures or fluctuations, or telecommunications faults or failures; (iii) repair or recovery of files and/or data as a result of Customer's failure to update antivirus software; or (iv) issues related to equipment, hardware or software not listed

on Exhibit A, including but not limited to the introduction of non-3M approved equipment, hardware and software into the 3M System. Additionally, 3M shall not be responsible for monitoring of 3M System equipment, hardware or software components listed on Exhibit 8A.

EXHIBIT 8A

**3M System Components:
3M Precision Plate Equipment, Hardware and Software**

Description of Software or Hardware	Serial Number for Hardware	Quantity
3M Precision Plate System		
Precision Plate Printer		1
3M Software:		
Print Manager		1
GIS		1
Licensed Workstation Software:		
Microsoft Windows 7		1
Desktop:		
Workstation		1
Workstation Monitor		1
Misc.:		
APC Smart-UPS		1
APC UPS for Desktop(s)		1

