



Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Copiers and Printers Toshiba
Contract Number: PADD20200277
Contract Value: \$ 1,000,000.00 USD
Purchase Order Date: 8/7/2020
Submitted By: Arianne Quignon

Supplier

Toshiba America Business Solutions, Inc.
25530 Commercentre Drive
[[Street Line 2 (* Toshiba America Business Solutions, I
Lake Forest
California, 92630
Phone: +1 949-462-6000
Fax: +1 949-462-2557
Email: rick.jackson@tabs.toshiba.com

Shipping Details

Ship FOB: Destination, Prepaid
Shipping Instructions: Ship to Ordering Agency

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations See
Below for Details on
Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

Ship to Ordering
Agency
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30



Participating Addendum
NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Copier and Printers, awarded pursuant to State of Colorado Master Agreement 140595, issued as a cooperative contract in conjunction with NASPO ValuePoint. This Contract is issued on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327 and shall be for the period noted above. It may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the RFP.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Rick Jackson

Phone: +1 949-462-6089

E-mail: rick.jackson@tabs.toshiba.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this PADD will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This PADD, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This PADD
2. State of Colorado's original sourcing event, NP-18-001
3. The Contractor's signed Proposal

Special Instructions:

Internal Comments:

Total USD \$ 1,000,000.00

Signature : Arianne Quignon

Signed By : 

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Master Agreement #: **140604**
Contractor: **TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.**
Participating Entity: **STATE OF IDAHO**
Participating Addendum Number: **PADD20200277**

The following products and services are included in this contract portfolio:

- Group A – MFD, A3
- Group D – Single Function Printers
- Supplies for equipment leased or purchased under this Participating Addendum (PADD)
- Software for use solely on equipment leased or purchased under this PADD
- Accessories for Discontinued Base Units

Permitted Leasing options include thirty-six (36), forty-eight (48), sixty (60), or seventy-two (72) month leases for Fair Market Value (FMV) or Straight Lease only. Purchases are permitted under this PADD; refurbished and remanufactured products are also available.

Master Agreement Terms and Conditions:

1. Scope: This PADD covers the lease and purchase equipment within the Groups listed above (including related maintenance, supplies or software) under the solicitation for *Copiers and Managed Print Services* led by the State of Colorado for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, state institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Term: This PADD will be effective on the date of last signature, below, and continue through **December 31, 2021**, unless extended, renewed or terminated earlier. **Note:** The State of Idaho Copier Lease Agreement and each Placement Form (or order) issued prior to the termination of this PADD shall survive the termination of this PADD; and the provisions of this PADD (including all incorporated documents) will continue to be in full force and effect with regard to any leases issued against this PADD prior to its termination.
4. Volume Placement: For purposes of this PADD, a volume placement consists of more than (1) machine in one (1) order. The Ordering Entity and the Contractor may negotiate an additional discount for volume placement when placing an Order for machines for purchase, or lease, at one time. Nothing in this PADD prohibits Ordering Entities and Contractor from negotiating additional discounts, based on other factors.



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5. Leases: Equipment leases may be exercised by Ordering Entities, in accordance with the policies of their individual agencies.

To initiate a lease under this PADD, Ordering Entities coordinate with Contractor’s authorized resellers to complete a Placement Form (**Exhibit B** – Sample Placement Form). It is the expectation that the Contractor or Dealer shall fill out the Placement Form with the required information for the Ordering Entity and the Ordering Entity shall only have to sign and authorize the Placement Form.

A signed Placement Form binds the Contractor and Ordering Entity under this PADD.

Lease Term: Terms for each lease shall begin on the date of physical placement of equipment on Ordering Entity’s premises. The initial lease term shall be from the date of placement for thirty-six (36), forty-eight (48) sixty (60), or seventy-two (72) months thereafter.

6. Purchased Equipment: Equipment purchases may be exercised by Ordering Entities, in accordance with the policies of their individual agencies.

To initiate a purchase under this PADD, Ordering Entities coordinate with Contractor’s authorized resellers to complete a Placement Form (**Exhibit B** – Sample Placement Form). A signed Placement Form is the only authorized document to bind the Contractor and Ordering Entity under this PADD.

Taxes: Ordering Entities are public agencies and exempt from the payment of sales or property tax. Any taxes associated with the sale of Products under this Contract are tax exempt. An ST-101 will be provided to Contractor upon request by the Ordering Entity.

7. Purchases with Maintenance Agreement: Ordering Entities purchasing equipment, refurbished or new, under this PADD, have the option to enter into a Service Agreement with The Contractor for various terms. For all Maintenance Agreements placed under this PADD, a Placement Form must be filled out detailing the Terms for each piece of Equipment. Maintenance Agreements shall incorporate installation and full connectivity as well as toner and products, if applicable.

8. Primary Contacts: The primary contact individuals for this PADD are as follows (or their named successors):

Contractor

Name:	Christina Fisher
Address:	25530 Commercentre Blvd, Lake Forest, CA 92630
Telephone:	(949) 462-6325
Email:	Christina.fisher@tabs.toshiba.com



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Participating Entity

Name:	Arianne Quignon, Purchasing Officer
Address:	304 N 8 th Street, Room 403, Boise, ID 83702
Telephone:	208-332-1604
Fax:	208-327-7320
Email:	Arianne.quignon@adm.idaho.gov

9. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity. Participating Entity must check one of the boxes below:

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

- 9.1 Lease Agreement: Equipment leases are subject to the Terms and Conditions of the State of Idaho Master Copier Equipment Lease Agreement, attached as **Exhibit A**.

- 9.2 Assignment: In accordance with Idaho Code 67-9230(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.

- 9.3 Amendments: Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice will result in the Master Agreement amendment automatically being incorporated in this PADD.

- 9.4 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to force the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUC).



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9.5 Administrative Fee and Quarterly Usage Report: The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity’s contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor’s net (sales minus credits) quarterly Contract sales.

***For Example:** If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \mathbf{\$125}$ to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at http://purchasing.idaho.gov/vendor_forms.html. A Summary Usage Report Form must be submitted for each quarter (enter “0” if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and ‘other’), as provided on the Form.

Reporting Timeline (Fiscal Year Quarters):		Fee and Report Due:
1 st Quarter	July 1 - Sept 30	October 31st
2 nd Quarter	Oct 1 - Dec 31	January 31st
3 rd Quarter	Jan 1 - Mar 31	April 30 th
4 th Quarter	Apr 1 - Jun 30	July 31 st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov. Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075**.

10. Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Lease Agreement **Exhibit A**, unless otherwise agreed to. To initiate a lease, Ordering Entity may issue a Purchase Order (“PO”) and reference the type of lease (FMV or Straight Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties in addition to the mandatory Placement Form. PO’s are not required. The Contractor may assign its payment interests in a Lease but may not assign its duties, responsibilities or liabilities under a Lease. The Contractor agrees that any assignment of interest will be limited so that it does not constitute a public offering. Regardless of any such assignment, the Contractor will continue to act as principal with regard to carrying out all responsibilities and duties under the contract

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11. End of Term Notification: Contractor must notify a Ordering Entity, in writing, of their End of Term options at least ninety (90) calendar days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:
- i. Any acquisition or return options, based on the type of lease or rental agreement;
 - ii. Any renewal options, if applicable; and/or
 - iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If a Ordering Entity desires to exercise a purchase, renewal, or return of the Equipment, it will give Contractor at least thirty (30) calendar days written notice prior to the expiration of the lease or maintenance agreement term. Notwithstanding anything to the contrary, if Ordering Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or maintenance agreement shall be automatically switch to a month-to month agreement for as long as both parties agree to continue, up to twenty-four (24) months.

12. Resellers: All contractors and resellers authorized in the State of Idaho, as shown on the state of Idaho's website, are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.
13. Orders: Any order placed by an Ordering Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #140595 & State Contract #PADD20200277" (2) Purchaser's, Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (FMV, Straight, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

14. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) business day period shall be deemed as Acceptance by the Ordering Entity.

Contractor must provide timely billing and the Ordering Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Ordering Entities shall provide meter reads within the Contractor(s) requested timeframe.

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Invoices that are generated without receiving the proper meter read information from the Ordering Entity will not be considered inaccurate.

The Ordering Entity will provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractor(s) part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

15. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items complement or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will not include:
- i) Interactive White boards;
 - ii) Computers, monitors, or other related items;
 - iii) Fax machines;
 - iv) Overhead Projectors; and
 - v) Cameras.

NSP items may only be acquired through the Contractor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Ordering Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

16. Showroom Equipment: Upon request by a Ordering Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:
- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
 - b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Ordering Entity and the Contractor must indicate on the Order that the Device is a showroom model.
17. Software: Ordering Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Ordering Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between

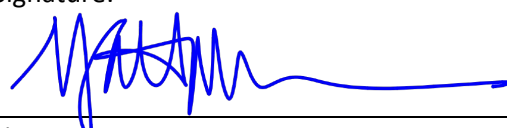


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an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state’s constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or Ordering entity.

18. Maintenance Service Level Agreements: Ordering Entities are subject to the Contractor’s “Maintenance Service Level Agreement” provided in Master Agreement **Attachment D** (Toshiba Maintenance Terms and Conditions), and Master Agreement **Attachment E** (Toshiba Maintenance and Services Activation Schedule), if applicable.

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

Participating Entity: State of Idaho, Division of Purchasing	Contractor: Toshiba America Business Solutions, Inc.
Signature: 	Signature: 
Name: Arianne Quignon	Name: Walter Holloman
Title: Purchasing Officer	Title: Vice President Enterprise Administration
Date: 8/5/2020	Date: 8/5/2020

For questions on executing a participating addendum, please contact:
 NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

EXHIBIT A

STATE OF IDAHO
MASTER COPIER EQUIPMENT LEASE AGREEMENT

This **Master Copier Equipment Lease Agreement** is between:

Lessor TOSHIBA AMERICA BUSINESS SOLUTIONS, INC

and

Lessee State of Idaho

For individual lease agreements placed against this Master Lease Agreement, Lessee or "Leasing Entity" is the state agency or other Ordering Entity, as defined in PADD20200277 and identified on the individual Placement Form(s)

1 EQUIPMENT TO BE LEASED.

Lessor agrees to lease the equipment listed on each Placement Form to the Leasing Entity executing the Placement Form, for the Lease Term provided below; in accordance with the NASPO ValuePoint Master Agreement, Colorado No. 140604 (NASPO ValuePoint Agreement), and State of Idaho Participating Addendum **PADD20200277** (Idaho's PADD).

2 TRUE LEASE.

THIS MASTER COPIER EQUIPMENT LEASE AGREEMENT (MLA) IS A "TRUE LEASE" AND NOT AN INSTALLMENT OR FINANCING AGREEMENT.

3 LEASE TERM.

Each lease shall be effective as detailed on the associated Placement Form, unless sooner terminated by either party as set forth in Section 11, below.

3.1 Coterminal Lease Termination for Added Equipment. If a Leasing Entity chooses to add additional equipment to a current lease, as an add-on piece to an existing leased piece of equipment, the lease for the equipment and accessories must be coterminal (e.g. additional paper trays or sorting devices that cannot be operated on their own, but are subject to another larger piece of equipment for their use).

3.2 Lease Renewals. At the end of the original Lease Term, the Leasing Entity shall have the option to: (i) renew the schedule for a term no greater than the original Lease Term; (ii) extend on a month to month basis for a period of time not to exceed twelve (12) months; or (iii) return the Leased Equipment to Lessor. If the Leasing Entity desires to exercise a renewal or extension, it shall give Lessor written notice at least thirty (30) calendar days prior to the expiration of the Lease Term.

3.3 Holdover. Notwithstanding any language to the contrary, if the Leasing Entity fails to notify Lessor of its intent to renew, extend or return the Leased Equipment within the required time frame, the initial Lease Term shall automatically be converted to a month-to-month lease under the same terms and conditions; except that the holdover term may not exceed twelve (12) months; and the month-to-month lease may be terminated by the Leasing Entity upon thirty (30) calendar days written notice provided to Lessor.

3.5 Lease Cancellation. By signing its Placement Form, the Leasing Entity agrees that EACH PLACEMENT FORM IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON THE PLACEMENT FORM FOR A LEASE MADE PURSUANT TO **PADD20200277**; except to the extent provided otherwise in this MLA or Idaho's PADD, with regard to Non-appropriation and Contractor breach.

4 DEFINITIONS.

"Leased Equipment" means the equipment described in the Leasing Entity's Placement Form; as well as any equipment replaced by Lessor during the term of the individual lease and any additional equipment described under subsequent Placement Forms agreed to during the term of this Agreement.

"Lease Term" means the term of the individual lease set forth in Section 3, above.

"Lessor" means the entity from whom the Ordering/Leasing Entity has leased equipment under the terms and conditions set forth in this MLA or its permitted assignee.

"Ordering Entity" and "Leasing Entity" are used interchangeably, and refer to the Idaho state agency or other public agency executing a Placement Form to lease copier equipment under Idaho's PADD and this MLA.

"Placement Form" means the form utilized by an Ordering Entity to place an order against Idaho's PADD (**Exhibit B** to Idaho's PADD).

"State" means the State of Idaho.

5 CONSIDERATION.

The parties agree that for the Lease Term set forth in Section 3, above, Lessor leases to the Ordering Entity the equipment described in **Exhibit B**, for the lease payment(s) set forth in **Exhibit B**. Lessor's service obligations on the Leased Equipment shall conform to the terms of the NASPO ValuePoint Master Agreement and Idaho's PADD. The State does not agree to reimburse Lessor for expenses unless otherwise specified in the incorporated documents.

5.1 Payments. The first scheduled payment (as specified in the Placement Form) will be due on or following the acceptance of the equipment (by written confirmation as described in Section 7); or such later date as Lessor may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Placement Form.

6 CONDITION OF EQUIPMENT.

Leased Equipment must be new, unused, and the standard production model of the manufacturer's latest current design. Though they are not specifically covered herein, all parts necessary to provide a complete and efficient unit must be furnished and must include all accessories customarily furnished with this type of equipment. Such parts must conform to current engineering practices of the industry relative to design, strength, quality of material and workmanship.

7 DELIVERY, POSSESSION AND RETURN OF LEASED EQUIPMENT.

7.1 Delivery. Lessor is responsible for delivering Leased Equipment FOB Destination to the location(s) listed on the Placement Form; and installing the same, as provided in the NASPO ValuePoint Master Agreement.

7.2 Confirmation. Leasing Entity agrees to confirm delivery, installation and acceptance of all Leased Equipment covered by each Placement Form, by signing an acceptance certificate which shows acceptance of the equipment and allows Lessor to begin invoicing for the Leased Equipment. Leasing Entity agrees to sign and return to Lessor the acceptance certificate (which may be done electronically) within five (5) business days after any equipment is installed. Failure to sign the acceptance certificate or reject the equipment within the five (5) business day period shall be deemed acceptance.

7.3 Possession. The Leasing Entity shall have possession of the Leased Equipment for the term set forth in Section 3 unless the lease is earlier terminated in accordance with the provisions of this MLA.

7.4 Equipment Moves. Leased Equipment may be moved to another Leasing Entity location subject to the requirements and conditions in the NASPO ValuePoint Master Agreement.

7.5 End of Term Removal. At the expiration of the Lease Term, the Leasing Entity may renew, extend, or return the Leased Equipment, as provided in the NASPO ValuePoint Master Agreement, Idaho's PADD and Section 3 of this MLA. If the lease is not extended or renewed, the Leasing Entity will make the Leased Equipment available to Lessor for pickup at the Leasing Entity's premises. If the Leasing Entity is not in breach of the lease, all costs of removing and transporting the Leased Equipment at the expiration of the Lease Term shall be the responsibility of Lessor.

8 OWNERSHIP AND INSPECTION.

This is an agreement for leasing only. Leasing Entity will acquire no right, title or interest in or to the Leased Equipment, except those of a Lessee, as detailed in this MLA. Lessor covenants that it has good title to the Leased Equipment. Title of the Leased Equipment at all times shall remain in the Lessor's name. Leasing Entity shall keep the Leased Equipment free from any and all liens or claims and shall do or permit no act or thing whereby Lessor's title may be encumbered or impaired.

8.1 Property Taxes. Lessor will be responsible for the payment of any property taxes on the Leased Equipment.

8.2 Inspection. Leasing Entity will permit Lessor to inspect the Leased Equipment during Leasing Entity's regular business hours, upon a minimum of 24 hours advance notice.

9 DAMAGE, WARRANTY and MAINTENANCE.

Lessor bears the risk of loss until the Leased Equipment is delivered to the Leasing Entity's designated location and accepted by the Leasing Entity.

Leasing Entity shall maintain the Leased Equipment in as good condition as when received, ordinary wear and tear or defect excepted; and will be responsible for any damage to the Leased Equipment caused by Leasing Entity's negligence or misuse. This includes any damage caused by the use of supplies or accessories, not supplied by Lessor, which do not meet the manufacturer's specifications for use with the equipment; however, the Leasing Entity shall not be responsible for damage which occurs because of operation of the equipment during the existence of a malfunction, such as drum damage because of operation with a paper jam, or for damage caused through the use of accessories or supplies which are provided by Lessor.

Lessor shall be responsible for damage to, or loss of, the equipment caused by the negligence of the Lessor, the manufacturer, or from any other source other than the Leasing Entity, as detailed in the paragraph above.

All services performed under this MLA shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to the Leasing Entity all manufacturers' warranties on the Leased Equipment.

Lessor shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term, as provided in the NASPO ValuePoint Master Agreement and Idaho's PADD.

10 INSURANCE.

Lessor shall procure, maintain and keep in force for the duration of this Agreement insurance conforming to the requirements of the NASPO ValuePoint Master Agreement and Idaho's PADD.

Leasing Entities which are state of Idaho agencies are provided a comprehensive liability plan through the Risk Management Program (Program) established under Idaho Code section 67-5773 et seq. The Program utilizes the Retained Risk Account, which is funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho

Code section 6-901 et seq. In addition to the comprehensive liability plan, the Program covers certain property damage, subject to the deductibles established by the Program. Evidence of financial responsibility will be provided upon request, and will consist of a Certificate of Financial Responsibility.

Leasing Entities which are not state of Idaho agencies (e.g. cities, counties, public schools, etc.) may be required to provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in the Leasing Entity's possession.

11 TERMINATION.

11.1 Mutual Termination. Any discretionary or vested right of renewal notwithstanding, this MLA, or any lease entered into under this MLA, may be terminated by mutual consent of the parties.

11.2 Termination for Default. A default or breach may be declared with or without termination. A lease entered into under this MLA may be terminated by either party upon written notice to the other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this MLA. Notice of Termination for Breach or Default is effective 30 days following service of notice and period to cure, or upon any subsequent date specified in the notice of termination.

11.3 Non-appropriation. Lessee is a government entity and this MLA shall not be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Idaho Legislature, as may exist from time to time. In the event the Idaho Legislature fails, neglects or refuses to appropriate funds to continue the Lease Payments, all affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Lessor.

This Non-appropriation clause applies equally to individual Leasing Entities and their respective governing bodies (e.g. Board of Commissioners, City Councils, etc.).

12 NOTICE.

All notices or other communications required or permitted to be given under this MLA shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by confirmed facsimile; or (c) mailed postage prepaid, to the address specified above. For purposes of computing times from service of notice, service of notice by delivery in hand or via confirmed facsimile shall be effective on the date of confirmed delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing (or on the date of confirmed receipt, with delivery confirmation).

13 GOVERNING LAW, JURISDICTION AND VENUE.

This MLA and the rights and obligations of the parties hereto (including Leasing Entities executing individual leases against the MLA) shall be governed by, and construed according to, the laws of the State of Idaho, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. Any action to enforce the provisions of the MLA shall be brought in State district court in Ada County, Boise, Idaho.

14 INCORPORATED DOCUMENTS.

This MLA incorporates the following attachments in descending order of constructive precedence; any additional Lessor Attachments shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this MLA, or as a subsequent fully executed amendment:

State of Idaho Participating Addendum (**PADD20200277**)

NASPO ValuePoint Master Price Agreement (Colorado No. 140604)

Exhibit B: Placement Form (as individually executed by an Ordering/Leasing Entity)

15 AGREEMENT AND MODIFICATION.

This MLA is made pursuant to the state of Nevada's NASPO ValuePoint Master Agreement identified above, and the Participating Addendum to that Master Agreement between the State of Idaho and Lessor, the terms of which are

incorporated herein by reference. Any amendments to the NASPO ValuePoint Master Agreement or Idaho's PADD shall apply to this MLA. Unless otherwise expressly authorized by the terms of this MLA, no modification or amendment to this MLA shall be binding upon the parties unless the same is in writing and signed by the parties.

16 SURVIVAL OF TERMS.

As provided in Section 3 of Idaho's PADD, the provisions of Idaho's PADD and all incorporated documents will survive the expiration of the PADD with respect to individual leases with Lease Terms extending beyond its expiration.