

**STATE OF NEW JERSEY
PARTICIPATING ADDENDUM
Pursuant to
NASPO ValuePoint Contract for Copiers and Managed Print Services
LEAD STATE CONTRACT #140602, Solicitation# RFP-NP-18-001**

This Participating Addendum is made by and between, Ricoh USA, Inc., whose address is 70 Valley Stream Parkway, Malvern, PA 19355 ("Contractor"), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers", as defined below. For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated. Capitalized terms used but not defined shall have the meaning ascribed to them in the Master Agreement.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director of the Division of Purchase and Property ("Director"), within the New Jersey Department of the Treasury ("Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

WHEREAS, the State of Colorado ("Lead State") and Contractor have entered into Master Agreement # 140602 in accordance with the State of Colorado Solicitation # RFP-NP-18-001 (the "Solicitation") for Copiers and Managed Print Services; and

WHEREAS, the Lead State and Contractor entered into Master Agreement Amendment CMS # 170830, which extended the terms of Master Agreement # 140602 through December 31, 2022; and

WHEREAS, the Lead State and Contractor entered into Master Agreement Amendment CMS # 175073 in accordance with the Solicitation, which modified certain terms of Master Agreement # 140602; and

WHEREAS, the Lead State and Contractor entered into Master Agreement Amendment CMS # 178457 in accordance with the Solicitation, which extended the terms of Master Agreement # 140602 through July 31, 2024 (collectively with all amendments referred to herein as the "Master Agreement"); and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor is the most cost effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, the Parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, receipt of which hereby acknowledged, the Parties to this Participating Addendum hereby agree as follows:

1.0 Term and Extension Option; Order of Precedence; Entire Agreement:

- A. The term of this Participating Addendum shall be effective from the Effective Date, which is the last date signed below, and shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement or this Participating Addendum, whichever shall occur first.
- B. The entire agreement, and all rights and obligations between the Parties, shall consist of the following documents (which shall be collectively referred to as the "New Jersey Participating Addendum"):
 - 1. This Participating Addendum;
 - 2. The State of New Jersey Standard Terms and Conditions, attached hereto as Exhibit A;
 - 3. The Master Agreement, including its attachments and exhibits, attached hereto as Exhibit B;
 - 4. The Solicitation, incorporated herein by reference as Exhibit C;
 - 5. The Contractor's Response to the Solicitation, incorporated herein by reference as Exhibit D;
 - 6. Future order specific documents, in the following order:
 - a. The Contractor's Master Lease Agreement, if applicable, attached hereto as Attachment A;
 - b. A Purchase Order issued by an Authorized Purchaser against the New Jersey Participating Addendum;
 - c. A Contractor supplied Statement of Work as applicable, approved in writing by the Authorized Purchaser;
 - d. If applicable, a Rental Agreement, Short-Term Lease Agreement, Master Maintenance and Sale Agreement, Enterprise Services Agreement, and associated Price Lists, accepted by the Lead State, as amended herein, each of which shall be subject to the terms and conditions of this Participating Addendum and the State of New Jersey Standard Terms and Conditions.

The documents comprising the New Jersey Participating Addendum shall be read to be consistent and complimentary. In the event of any conflict between the terms of the documents comprising the New Jersey Participating Addendum, the conflict shall be resolved by giving priority to the documents in the order listed above.

- C. The New Jersey Participating Addendum sets forth the entire agreement between the Parties and supersedes all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.
- D. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this New Jersey Participating Addendum and the Master Agreement, shall not be added to or incorporated into this New Jersey Participating Addendum or the Master Agreement by any subsequent Purchase Order, Statement of Work document or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected.
- E. Amendments – This New Jersey Participating Addendum may not be amended except in a writing signed by both Parties.

2.0 Scope of Services:

- A. The scope of products and services that may be purchased by Authorized Purchasers shall be those products and service offerings awarded under the Master Agreement, subject to restrictions set forth below:
 - 1. Open Market Items (termed “Not Specifically Priced” in the Master Agreement) shall not be made available for purchase to Authorized Purchasers under this New Jersey Participating Addendum;
 - 2. Remanufactured/Refurbished and “Like New” Equipment shall not be made available for purchase to Authorized Purchasers under this New Jersey Participating Addendum.
- B. Third Party or Additional Software listed on the Ricoh Software Price List may be made available to Intrastate Cooperative Purchasing Participants, but shall not be made available for purchase to State Purchasers as defined in this New Jersey Participating Addendum.
- C. Any other restrictions or limitations regarding State Purchaser use of this New Jersey Participating Addendum will be set forth in the Method of Operation, as may be amended from time to time and posted on the State’s website.
- D. Authorized Purchasers as defined in Section 3.0 below, may finance their purchase, if permitted under applicable law. If financing is through a lease agreement, that agreement is separate from this New Jersey Participating Addendum and is between the Contractor and the respective Authorized Purchaser only.

3.0 Definitions

“Authorized Purchasers” under this New Jersey Participating Addendum shall mean:

- 1. Any government agency, department, office, instrumentality, division, unit or other entity of the Executive Branch of the State (“State Purchasers”);
- 2. Any county, borough, city, municipality, town, township, special purpose district, or other political subdivision of the State;
- 3. Quasi-state agencies. Including those listed in N.J.S.A. 52:27B-56.1 as well as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member;
- 4. School districts per N.J.S.A. 52:25-16.1;
- 5. Volunteer fire departments, volunteer first aid squads and rescue squads per N.J.S.A. 52:25-16.2; and
- 6. Independent institutions of higher education per N.J.S.A. 52:25-16.5;
- 7. County colleges per N.J.S.A. 18A:64A-25.9;
- 8. State colleges per N.J.S.A. 18A:64-60; or
- 9. Any legal successor in interest to any entity above.

Each Authorized Purchaser is responsible for the full cost of purchases made under this New Jersey Participating Addendum.

“Intrastate Cooperative Purchasing Participants” shall mean political subdivisions, including any county, borough, city, municipality, town, township, special purpose district, volunteer fire departments and first aid squads, and independent institutions of higher education and school districts pursuant to N.J.S.A. 52:25-16.1 et seq., State and county colleges pursuant to N.J.S.A. 18A:64-60 and 18A:64A-25.9, quasi-State agencies and independent authorities pursuant to N.J.S.A. 52:27B-56.1, and other New Jersey public entities having statutory authority to utilize select State contracts issued by the Division.

"Purchase Order" shall mean a written order, submitting via NJSTART or otherwise, received by the Contractor from an Authorized Purchaser, defining the goods and/or services to be provided by the Contractor, and referencing the NASPO ValuePoint Master Agreement and this New Jersey Participating Addendum.

3.1 Personally Identifiable Information (PII), Sensitive Information, and State Data Definitions

The term "Personally Identifiable Information" or "PII," as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information,

The term "State Data" means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data

The term "Personal Data" means:

- a. "Personal Information" as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.
- b. Data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

The term "Non-Public Data" means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

The term "Sensitive Information," as used in the Master Agreement, shall include any PII and/or State Data obtained by the Contractor or present on any Devices that are the subject of this New Jersey Participating Addendum, or a Purchase Order, Lease Agreement, Rental Agreement, Short-Term Lease Agreement, Master Maintenance and Sale Agreement, or Enterprise Services Agreement issued by an Authorized Purchaser against the New Jersey Participating Addendum.

4.0 Modifications to the Terms of the Master Agreement

A. General Modifications

- a. To the extent the documents comprising the New Jersey Participating Addendum include payment terms that are inconsistent with the Prompt Payment Act (N.J.S.A. 52:32-32 et seq.), those terms are hereby revised. All payments due from the State or other Authorized Purchasers shall be made in accordance with the Prompt Payment Act, and shall be due no sooner than 60 calendar days from the receipt of a properly executed State invoice, or 60 calendar days from the receipt of goods or services, whichever is later.
- b. To the extent the documents comprising the New Jersey Participating Addendum require the State to defend, indemnify and/or hold harmless the Contractor, those provisions are hereby deleted. Any and all claims against the State are governed by, and must be made in accordance with, the Tort Claims Act (N.J.S.A. 59: 1-1 et seq.) and/or the Contractual Liability Act (N.J.S.A. 59: 13-1 et seq.) and are subject to Section 5.21 of the New Jersey Standard Terms and Conditions.
- c. To the extent the documents comprising the New Jersey Participating Addendum give the Contractor sole control over defense and/or settlement of claims against the State, those provisions are hereby deleted. In lieu thereof, the State agrees to: (1) promptly notify Contractor in writing of the claim; and (2) provide reasonable assistance to Contractor in defending or settling the claim, including the selection of attorneys. The Contractor agrees that: (1) the State must consent to any settlement of

an alleged claim, which consent shall not be unreasonably withheld; (2) the State may observe the proceeding and confer with Contractor at its own expense; and (3) the State retains the right to take over its defense, at its own cost, upon reasonable notice to Contractor. Notwithstanding item (3) herein, in accordance with Section 6.13.4 of the Master Agreement, if the Contractor fails to pursue the defense or settlement of an Intellectual Property Claim, as that term is defined in the Master Agreement, the State may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the State in the pursuit of the Intellectual Property Claim.

- d. To the extent the documents comprising the New Jersey Participating Addendum require the State to pay personal property taxes, state sales and use taxes, federal excise taxes, , assessments, or other governmental charges, those provisions are deleted. Fines or penalties incurred by the State shall be paid by the State.
- e. The attachments to the Master Agreement listed below shall apply as revised herein, but only for the types of transactions indicated:
 - i. Lease
 - 1. Attachment A – Ricoh Master Lease Agreement (as attached)
 - 2. Attachment B – Ricoh Lease Schedule
 - ii. Lease with Purchase Option
 - 1. Attachment A – Ricoh Master Lease Agreement
 - 2. Attachment C – Ricoh Schedule with Purchase Option
- f. State Purchasers, as that term is defined herein, shall not enter into any of the following transaction types. Accordingly, the attachments to the Master Agreement listed below shall not apply to State Purchasers:
 - i. Rental
 - 1. Attachment D – Ricoh Rental Agreement
 - Attachment E – Ricoh Rental Agreement Schedule
 - ii. Short Term Lease
 - 1. Attachment F – Ricoh Short-Term Lease Agreement
 - iii. Enterprise Services
 - 1. Attachment H - Ricoh Enterprise Services Master Agreement
- g. Neither the Software options listed in Attachment I, nor those listed on the Software Price List, shall be available to Authorized Purchasers under this New Jersey Participating Addendum unless necessary for basic printing, scanning, copying, faxing, or networking functions.

B. NASPO VALUEPOINT MASTER AGREEMENT

- a. **Section 3.7, Right to Publish**, shall be modified by adding the following:
Contractor must secure written approval from the State of New Jersey prior to the release of any information, including any written correspondence, which pertains to the potential work or activities performed under the New Jersey Participating Addendum. Contractor shall not publish any Personally Identifiable Information (PII) or State Data as defined in the New Jersey Participating Addendum.
- b. **Section 4.3.3.e, Device Standards**, shall be modified to state as follows:
Must be Newly Manufactured and current.
- c. **Section 4.3.6.d, Software**, shall be modified by adding the following:
The New Jersey Participating Addendum will supersede and control if there is conflicting language between the New Jersey Participating Addendum and any software licensing agreement. Only software necessary for basic functionality (copying, printing, faxing, scanning, and networking functions) shall be available to Authorized Purchasers. Third Party or Additional Software listed on the Ricoh Software Price List shall not be made available for purchase to Authorized Purchasers under this Participating Addendum, except to the extent the software is necessary for basic functionality (copying, printing, faxing, scanning, and networking functions).
- d. **Section 4.3.8, Remanufactured/Refurbished Equipment**, shall be deleted in its entirety, except that 4.3.8.a shall remain in effect as modified: "Contractor may offer Remanufactured Equipment to Authorized Purchasers who are not State Purchasers as described in Section 3.0, including Political Subdivisions."
- e. **Section 4.3.9, Open Market Items**, shall be deleted in its entirety.
- f. **Section 4.4.3.b.v, Repair Parts**, shall be modified to state as follows:
Repair parts shall be new.
- g. **Section 4.4.3.b.vii.1, Service Zones**, shall be modified to state as follows:
Service Call Response Times shall be no more than Two (2) Business Days.
- h. **Section 4.4.3.b.vii.3, Service Zones**, shall be deleted in its entirety.
- i. **Section 4.5.8.b., Payment**, shall be modified to state as follows:
The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Products, subject to the New Jersey Prompt Payment Act (N.J.S.A. 52:32-32 et seq.), or such later date as Contractor may designate. Each remaining payment will also be subject to the New Jersey Prompt Payment Act (N.J.S.A. 52:32-32 et seq.).
- j. **Section 4.5.8.e, Equipment Upgrade or Downgrade**, shall be deleted and replaced as follows:

Equipment Upgrade or Downgrade. A Purchasing Entity may do an Equipment Upgrade or Downgrade on a lease or rental at any time throughout the term of the lease or rental agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Equipment Upgrade or Downgrade. The total cost of an Equipment Downgrade may be less than the remaining stream of Equipment Payments.

- k. **Section 4.5.8.i.i, Default**, shall be modified to state as follows:
Purchasing Entity fails to pay any payment or other amount within the time period required by the New Jersey Prompt Payment Act (N.J.S.A. 52:32-32 et seq.);
- l. **Section 4.8.4, Shipping and Delivery Requirements**, shall be modified to state as follows:
Responsibility and liability for loss or damage shall transfer to the Purchasing Entity upon Inspection and Acceptance of the Products, except as to responsibility and liability for material defects, fraud and Contractor's warranty obligations, which shall remain with the Contractor.
- m. **Section 5.1.7, Ordering and Invoicing Specifications**, shall be modified by adding the following:
Any overpayment or underpayment resulting from such estimates shall be reconciled upon a subsequent meter read.

C. RICOH MASTER LEASE AGREEMENT (Attachment A, as attached)

D. RICOH RENTAL AGREEMENT (Attachment D)

- a. **Paragraph 8, Indemnity, Liability and Insurance**, shall be deleted and replaced as follows:

- (a) Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and appropriations and the availability of funding, the State shall, at its own expense, defend itself against, and hereby releases the Contractor for, any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the State, its employees, representatives, agents, independent contractors or invitees, related to the Contract.

Notwithstanding anything to the contrary, in no event shall the Contractor be liable to the State for any indirect, special or consequential damages.

- (b) Because the State has possession and control of this Equipment, the State is responsible for any damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. The Contractor is responsible for damage or injury to third persons to the extent the damage or injury is caused by the Contractor's negligence, willful misconduct or omissions. You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value. Upon our request and to the extent not prohibited by law, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Rental Agreement until the Payment obligations are fully satisfied.
- b. **Paragraph 10, Agreement Payments**, shall be deleted in its entirety and replaced with the following:
All payment terms are subject to Section 6.5 of the State of New Jersey Standard Terms and Conditions. The first scheduled Payment (as specified in the applicable Schedule) ("Payment") shall be due no earlier than 60 days after the Purchasing Entity's receipt of a properly executed State Payment Voucher or 60 days after Inspection and Acceptance, whichever is later. All subsequent remaining Payments will be made in accordance with the New Jersey Prompt Payment Act.]
- c. **Paragraph 11, Default**, shall be deleted in its entirety and replaced as follows:
If you fail to pay any Payment or any other amount as required under Section 6.5 of the State of New Jersey Standard Terms and Conditions, you are in default. If you default, we have the right to exercise any and all legal remedies available to us by applicable laws, including Article 2A of the Uniform Commercial Code. You agree that all rights and remedies are cumulative and not exclusive. Default also includes your becoming insolvent, your assignment of assets for the benefit of creditors, your filing for bankruptcy protection or failure of the guarantor to honor its commitment. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
- d. **Paragraph 12, Business Agreement and Choice of Law**, shall be deleted in its entirety and replaced as follows:

THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE OF NEW JERSEY. THE PARTIES CONSENT TO THE VENUE AND EXCLUSIVE JURISDICTION OF THE STATE COURTS OF NEW JERSEY TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT DO NOT WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.

E. RICOH SHORT TERM LEASE AGREEMENT (Attachment F)

a. **Paragraph 2, Taxes and Filing Costs**, shall be modified by adding the following:

As stated at Section 6.2 of the State of New Jersey Standard Terms and Conditions, the State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K

b. **Paragraph 4, UCC Filing**, shall be deleted in its entirety and replaced as follows:

You authorize us or our designee to insert the serial number(s) of the Equipment in this Agreement (including any schedules) and in all documents in connection with any Uniform Commercial Code filings. At our request, you will sign and provide such documents for filing purposes.

c. **Paragraph 7, Indemnity, Liability and Insurance**, shall be deleted and replaced as follows:

- (a) Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and appropriations and the availability of funding, the State shall, at its own expense, defend itself against, and hereby releases the Contractor for, any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the State, its employees, representatives, agents, independent contractors or invitees, related to the Contract.

Notwithstanding anything to the contrary, in no event shall the Contractor be liable to the State for any indirect, special or consequential damages.

- (b) Because the State has possession and control of this Equipment, the State is responsible for any damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. The Contractor is responsible for damage or injury to third persons to the extent the damage or injury is caused by the Contractor's negligence, willful misconduct or omissions. You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value. Upon our request and to the extent not prohibited by law, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Short Term Lease Agreement until the Payment obligations are fully satisfied.

d. **Paragraph 8, Renewal and Return of Equipment**, shall be deleted in its entirety and replaced as follows:

After the minimum term or any extension the Equipment will be picked up by us. The Equipment must be received in good condition and working order by us or our designees. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of this Lease, you will immediately return the Equipment to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You must pay additional monthly Payments at the same rate as then in effect under this Lease, until the Equipment is returned by you and is received in good condition and working order by us or our designees. We will cleanse and purge (if capable), at no additional cost to you, all data from hard drives in the Equipment prior to removing the Equipment from your location or from any hard drive prior to such hard drive being removed from your location ("Data Management Services"). In the event you elect to retain possession of a hard drive, you agree to pay us the specified hard drive retention charge. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Equipment will guarantee compliance with such requirements.

e. **Paragraph 9, Rental Payments**, shall be deleted in its entirety and replaced as follows:

All payment terms are subject to Section 6.5 of the State of New Jersey Standard Terms and Conditions. The first scheduled Payment (as specified in the applicable Schedule) ("Payment") shall be due no earlier than 60 days after the Purchasing Entity's receipt of a

properly executed State Payment Voucher or 60 days after Inspection and Acceptance, whichever is later.

- f. **Paragraph 11, Default**, shall be deleted in its entirety and replaced as follows:
If you fail to pay any Payment or any other amount due as required under Section 6.5 of the State of New Jersey Standard Terms and Conditions, or breach any other term of this Agreement, you are in default. You agree that all rights and remedies are cumulative and not exclusive. Default shall also include your becoming insolvent, your assignment of assets for the benefit of creditors, your filing for bankruptcy protection or the failure of the guarantor to honor its commitments.
 - g. **Paragraph 12, Business Agreement and Choice of Law**, shall be deleted in its entirety and replaced as follows:
THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE OF NEW JERSEY. THE PARTIES CONSENT TO THE VENUE AND EXCLUSIVE JURISDICTION OF THE STATE COURTS OF NEW JERSEY TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT DO NOT WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.
- F. RICOH MASTER MAINTENANCE & SALE AGREEMENT (Attachment G)
- a. **Paragraph 1, Section (c), subsection (xiii), Services**, shall be deleted in its entirety.
 - b. **Paragraph 1, Section (c)** shall be modified by adding the following:
Ricoh's obligations concerning State Data, Personally Identifiable Information, and Sensitive Information shall be as set forth in the Participating Addendum.
 - c. **Paragraph 9, Indemnification**, shall be modified by adding the following:
The Parties acknowledge that applicable regulations prohibit the approval of any contract that requires the State to indemnify or hold harmless a contractor, or other person or business entity.
 - d. **Paragraph 12, Return; Damaged Products**, shall be modified by deleting the following:
On authorized returns, Customer agrees to pay a restocking charge equivalent to the lesser of ten percent (10%) of the purchase price or \$200.00.
 - e. **Paragraph 15, Payment; Taxes**, shall be deleted in its entirety and replaced as follows:
All payment terms are subject to Section 6.5 of the State of New Jersey Standard Terms and Conditions. The first scheduled Payment (as specified in the applicable Schedule) ("Payment") shall be due no earlier than 60 days after the Purchasing Entity's receipt of a properly executed State Payment Voucher or 60 days after Inspection and Acceptance, whichever is later. All subsequent remaining Payments will be made in accordance with the New Jersey Prompt Payment Act. As stated at Section 6.2 of the State of New Jersey Standard Terms and Conditions, the State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.
 - f. **Paragraph 20, Governing Law**, shall be modified by deleting the second sentence, copied herein below:
The Parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement.
- G. RICOH ENTERPRISE SERVICES MASTER AGREEMENT (Attachment H)
- a. **Paragraph 2, Invoicing and Payment**, shall be deleted in its entirety and replaced as follows:
All payment terms are subject to Section 6.5 of the State of New Jersey Standard Terms and Conditions. The first scheduled Payment (as specified in the applicable Schedule) ("Payment") shall be due no earlier than 60 days after the Purchasing Entity's receipt of a properly executed State Payment Voucher or 60 days after Inspection and Acceptance, whichever is later. All subsequent remaining Payments will be due made in accordance with the New Jersey Prompt Payment Act. All remedies hereunder or at law are cumulative. As stated at Section 6.2 of the State of New Jersey Standard Terms and Conditions, the State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K. If Customer disputes a charge or charges on a given invoice, other than fixed (or minimum) fees or charges specified in an Order Form, Customer shall pay all non-disputed amounts and provide prompt written notice, with supporting documentation, of the disputed charges to Ricoh. Customer will not be charged a late fee on any charges reasonably disputed by Customer in accordance with this Agreement.
 - b. **Paragraph 10, Indemnification**, shall be deleted in its entirety.
 - c. **Paragraph 11.2, Limitations**, shall be deleted in its entirety.
 - d. **Paragraph 14, Subcontracting and Assignment**, shall be modified by adding the following:
"The Parties acknowledge that Ricoh may assign, solely for financing purposes and upon written notification to the Authorized Purchaser and the State, its right, title and interest in and to: (i) the Products subject to any applicable lease agreement (ii) all payments and other amounts due and becoming due thereunder with respect to the Products; and (iii) all rights

and remedies under the Participating Addendum with respect to the Products, such payments and other amounts due.”

5.0 Miscellaneous

- A. No Waiver - No term or provision of the New Jersey Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.
- B. Dispute Resolution - The State and Contractor will attempt to resolve any dispute through face-to-face (which may be virtual) negotiation with persons fully authorized to resolve the dispute or through non-binding mediation utilizing a mediator agreed to by the Parties, rather than through litigation. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such persons conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely.
- C. Arbitration or Mediation - Any provision regarding arbitration or binding mediation within the Master Agreement is deleted in its entirety.
- D. Pursuant to N.J.A.C. 17:12-1B.2, notwithstanding anything to the contrary in the Master Agreement, under no circumstances will the State indemnify Contractor and any such provision in the Master Agreement shall be of no force and effect.
- E. Notwithstanding anything to the contrary in the Master Agreement, the State does not agree to auto-renewal of maintenance, technical support, service fees, subscription fees or any other product or service requiring periodic renewal.
- F. Early Termination Charges: Except in the case of Non-appropriation of funds, FMV, \$1 Buyout, Straight, and Short-Term Leases shall be subject to an early termination charge, and shall involve the return of the Equipment (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty five percent (25%) of the remaining Maintenance Agreement term, whichever is less.
- G. Quarterly Sales Reporting And Supplier Convenience Fee
 1. Quarterly Sales Reporting - The Contractor shall submit a Sales Report documenting all sales made under the Participating Addendum. The Sales Report shall be submitted directly to Periscope using the **NJSTART** system no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:
 - Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter;
 - Purchasing entity;
 - Total of Supplier Convenience Fee amount due for the reporting quarter;
 - Such other information as the State may reasonably request; and
 - If no sales were made to the State during the reporting quarter, then a report shall be submitted showing zero sales and zero Supplier Convenience Fee due.
 2. Supplier Convenience Fee - The Contractor shall remit the Supplier Convenience Fee in the amount of one percent (1%) of all Purchases made under the Participating Addendum.
 3. Remittance of the Supplier Convenience Fee - On a quarterly basis, the Contractor shall remit the Supplier Convenience Fee directly to Periscope Holdings, Inc. (Periscope) no later than thirty (30) days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. Failure to remit the Supplier Convenience Fee timely and accurately may result in Contractor's goods and/or services being made ineligible for purchase through the **NJSTART** Marketplace.
 4. Quarterly Sales Reporting and remittance of the Supplier Convenience Fee shall begin on the first calendar quarter starting after the effective date of the Participating Addendum.
 5. Retention and Inspection of Records and Audit - The Contractor shall keep records of all sales made to Using Agencies and Intrastate Cooperative Purchasing Participants in sufficient detail to enable the State to determine the Supplier Convenience Fee payable by the Contractor. The State and/or Periscope may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. If such examination reveals underpayment of the Supplier Convenience Fee, the Contractor shall immediately pay to Periscope the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State and/or Periscope for the cost of the audit.

6. Catalog Enablement - The Contractor shall cooperate with the State and/or Periscope as requested to upload catalog items and pricing consistent with the awarded Participating Addendum to the **NJSTART** Marketplace module within thirty days (30) of the Participating Addendum award.

H. Delivery Guarantees

1. Deliveries shall be made in accordance with the terms of the Master Agreement and instructions of the Authorized Purchaser. Notwithstanding anything to the contrary in any Master Agreement, the State shall not pay shipping charges for failure to meet a minimum shipment amount.
2. In the event delivery of goods or services is not made within the number of days stipulated, the State shall be authorized to obtain the product or service from another Vendor under the M2075 contract utilizing the Method of Operation.
3. The Contractor shall be responsible for the delivery of new products in accordance with good commercial practice.

I. Dealers/Distributors

Contractor has the right to utilize authorized Dealers/Distributors (hereinafter Distributors) for direct order taking, processing, fulfillment or provisioning.

The Contractor agrees to provide a list of the Distributor(s) that will service the Contract, including the name, address and contact information for each Distributor. The Contractor will be required to submit the documents set forth in Section 6 - The State of New Jersey Mandatory Certification Requirements, for each Distributor, prior to the Distributor being permitted to perform any work on the Contract.

Distributors may be removed and/or added upon ten (10) business days' prior written notice to the State during the term of the New Jersey Participating Addendum. The State reserves the right to remove an authorized Distributor, at its discretion for cause, not meeting established vendor criteria under the New Jersey Participating Addendum, or where the addition, or continued use, of the entity would violate any State or federal law or regulation. If an authorized Distributor is removed for any reason, Contractor will name the alternate Distributor responsible to fulfill each pending purchase order and is responsible for any delay to the expected delivery.

J. Personally Identifiable Information (PII), Sensitive Information, and State Data

1. **Data Ownership** – The State is the owner of its Data. Vendor {Contractor} shall not obtain any right, title, or interest in any of the Data furnished by the State, or information derived from or based on State Data, except as needed to perform under the terms of this New Jersey Participating Addendum, or a Purchase Order, Lease Agreement, Rental Agreement, Short-Term Lease Agreement, Master Maintenance and Sale Agreement, or Enterprise Services Agreement issued by an Authorized Purchaser against the New Jersey Participating Addendum.
2. **Data usage, storage, and protection of PII and Sensitive Information** – Vendor {Contractor} agrees to comply with all applicable international, federal and state statutory and regulatory requirements for secure usage, storage, and protection of PII, State Data, and other Confidential Information as may be applicable, including those required by: Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, the New Jersey Privacy Notice found at NJ.gov, N.J.S.A. § 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. § 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. § 39:2-3.4. Vendor {Contractor} shall also conform to The Payment Card Industry Data Security Standard (PCI DSS), where applicable.
3. **Security** – Vendor {Contractor} agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user information. Vendor {Contractor} shall ensure that PII and other Sensitive Information is secured and encrypted during transmission or at rest using encryption algorithms that are recommended, approved or validated by the National Institute of Standards and Technology ("NIST").
4. **Data Transmission** – The Vendor {Contractor} shall only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the Contract or the State of New Jersey. The Vendor {Contractor} shall only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Vendor {Contractor} shall encrypt all PII and other Sensitive Information during any transmission or exchange of that data using encryption algorithms that are recommended, approved or validated by the National Institute of Standards and Technology ("NIST").
5. **Data Re-Use** – All State Data shall be used expressly and solely for the purposes enumerated in the Contract Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Vendor {Contractor}. No State Data of any kind shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.
6. **Data Breach** – In the event of any actual, probable or reasonably suspected breach of security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any PII (each, a security breach) that may concern any Sensitive Information or PII, Vendor {Contractor}

shall: (a) immediately notify the State of such breach, but in no event later than 24 hours after learning of such security breach; (b) designate a single individual employed by Vendor {Contractor} who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Vendor's {Contractor's} incident response for the duration of the incident response; (c) not provide any other notification or provide any disclosure to the public regarding such security breach without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Vendor {Contractor} shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any PII, security breach, or other Sensitive Information); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any security breach and any dispute, inquiry, or claim that concerns the security breach; (e) follow all instructions provided by the State relating to the Sensitive Information affected or potentially affected by the security breach; (f) take such actions as necessary to prevent future security breaches; and (g) unless prohibited by an applicable statute or court order, notify the State of any third-party legal process relating to any security breach including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).

6.0 The State of New Jersey Mandatory Certification Requirements

The following are the State of New Jersey standard procurement forms and requirements that Contractor agrees to fulfill prior to the Effective Date. Some Authorized Purchasers may have additional requirements when placing an order and Contractor shall comply with same as necessary.

1. New Jersey Business Registration (N.J.S.A. 52:32-44);
2. Ownership Disclosure (N.J.S.A. 52:25-24.2);
3. Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-55 et seq.)
4. MacBride Principles Form (N.J.S.A. 52:34-12.2);
5. Disclosure of Investigations and Actions Involving Bidder
6. Source Disclosure Certification (N.J.S.A. 52:34-13.2);
7. Proof of insurance as specified herein;
8. Completed Contractor Certification and Disclosure of Political Contributions (N.J.S.A. 19:44A-20:13 et seq.);
9. Vendor Certification (P.L. 2005, c.271);
10. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et seq.):
 - a. New Jersey Form AA-302;
 - b. Affirmative Action Employee Information Report; or New Jersey Affirmative Action Certificate; or
 - c. Federal Affirmative Action Approval Letter.
11. Certification Of Non-Involvement In Prohibited Activities In Russia Or Belarus Pursuant To P.L.2022, c.3

7.0 Primary Contacts

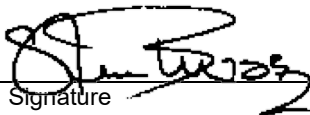
Any notice between the Parties provided for in this New Jersey Participating Addendum, or elsewhere in the Master Agreement shall be in writing, and shall be sent both via regular certified mail return receipt requested and via email to the addresses provided. The Parties should give prompt notice to each other if the appropriate person or address changes. The primary contacts for this New Jersey Participating Addendum are as follows:

State of New Jersey – Department of the Treasury – Division of Purchase and Property	
Name	Brittany Billings
Title	Procurement Specialist
Address	33 West State Street, 8 th Floor, PO Box 230 Trenton, New Jersey 08625-0230
Telephone	(609) 292-4927
Fax	(609) 292-1114
Email	brittany.billings@treas.nj.gov

Ricoh USA, Inc.	
Name	Mike Pallotta
Title	Manager, Government Contracts
Address	One Technology Drive Westborough, MA 01581
Telephone	(978) 621—1276
Website	https://www2.ricoh-usa.com/naspo-copiers-mps/
Email	mike.pallotta@ricoh-usa.com

IN WITNESS WHEREOF, The Contractor and the State have caused this Participating Addendum to be executed by their authorized representatives and agree that this Participating Addendum may be executed in counterparts, each original signed page to become part of the original document.

Ricoh USA, Inc.


Signature

6/20/23


Date

Steve Bissey, Director Corp. & Public Sector Contract Strategy

Print Name and Title

**The State of New Jersey
Department of the Treasury - Division of Purchase and Property**

DocuSigned by:



7E4361B55620430

Amy F. Davis, Acting Director

July 20, 2023

Date

**Approved as to Form
Matthew J. Platkin, Attorney General
State of New Jersey – Department of Law and Public Safety**

By: 
Signature

6/27/2023

Date

Roza Dabaghyan, Deputy Attorney General

Print Name and Title

EXHIBITS

EXHIBIT A - The State of New Jersey Standard Terms and Conditions

EXHIBIT B - The Master Agreement, including its attachments and exhibits

EXHIBIT C - The Solicitation; available at:

<https://www.naspovaluepoint.org/portfolio/copiers-managed-print-services-2019-2024/>

EXHIBIT D - The Contractor's response to the Solicitation, available at:

<https://www.naspovaluepoint.org/portfolio/copiers-managed-print-services-2019-2024/ricoh-usa-inc/>

Exhibit A

The State of New Jersey Standard Terms and Conditions



State of New Jersey Standard Terms and Conditions

(Revised September 1, 2022)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Quote or Proposal.

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws, regulations or codes cited herein are available for review at the [New Jersey State Library](#), 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Contractor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <https://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.2 OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the Contractor is a corporation, partnership or limited liability company, the Contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Contractor's failure to submit the completed and signed form prior to or with its Quote will result in the Contractor being ineligible for a Contract award, unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, a Contractor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

2.4 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 *et seq.* and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A.1, attached) and Constructions

Contracts (Exhibit B.1 and Exhibit C.1 - Executive Order 151 Requirements) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

2.5 AFFIRMATIVE ACTION

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at https://www.state.nj.us/treasury/contract_compliance/.

2.6 AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.7 MACBRIDE PRINCIPLES

The Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.8 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), The State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods. It shall be a breach of the terms of the contract for the business entity to:

- A. Make or solicit a contribution in violation of the statute;
- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
- E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <https://www.state.nj.us/treasury/purchase/forms.shtml>, shall be provided to the intended Contractor for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended Contractor shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Contract under this Bid Solicitation, as well as future Contract opportunities; and

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <https://www.state.nj.us/treasury/purchase/forms.shtml>, shall be provided to the intended Contractor with the Notice of Intent to Award.

2.9 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file

can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;
- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;
- C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;
- D. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;
- E. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F. The provisions cited above in paragraphs 2.8A through 2.8E shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: <https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf>.

2.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.13 COMPLIANCE - LAWS

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.14 COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Contractor does not submit the form with the Quote, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

2.17 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

Pursuant to P.L. 2022, c. 3, a person or entity seeking to enter into, renew, amend or extend a contract for the provision of goods or services shall certify that it is not identified on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Activities in Russia or Belarus. If the Contractor is unable to so certify because the person or entity, its parents, subsidiaries, or affiliates has engaged in prohibited activities, the Contractor shall provide a detailed and precise description of such activities. A Contractor's failure to submit a certification will preclude the award, renewal, amendment or extension of a Contract to said Contractor.

3.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**3.1 COMPLIANCE - CODES**

The contractor must comply with New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The Contractor's signature on [the proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [the proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [the proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance.

3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
 1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
 4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.5 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11-56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.6 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.7 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.8 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor shall be required to so certify.

3.9 DOMESTIC MATERIALS

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

3.10 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

3.11 EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the “ABC Test” below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

4.0 INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

- A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;
- B. The contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancellation shall be emailed to the State at: ccau.certificate@treas.nj.gov

The insurance to be provided by the contractor shall be as follows:

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
2. \$1,000,000 DISEASE EACH EMPLOYEE; and
3. \$1,000,000 DISEASE AGGREGATE LIMIT.

This \$1,000,000 amount may be raised when deemed necessary by the Director;

In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections A, B, and B. above may be amended for certain commodities when deemed in the best interests of the State by the Director.

5.0 TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 RESERVED

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

5.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, including pricing, in order to provide equitable relief for the party disadvantaged by the change in law. The parties shall negotiate in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision as to an equitable adjustment, taking all relevant information into account, and shall notify the Contractor of the final adjusted contract price.

5.6 SUSPENSION OF WORK

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

- A. For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;
- B. For Cause:
 1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor

- with an opportunity to respond; and
- 2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.
- C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
- D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING

The Contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws. Nothing contained in any of the contract documents, shall be construed as creating any contractual relationship between any subcontractor and the State.

5.9 RESERVED

5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

- A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS

Pursuant to N.J.A.C. 17:44-2.2, the contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

5.17 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.

5.18 ADVERTISING

The Contractor shall not use the State's name, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.19 ORGAN DONATION

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

5.20 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. Notwithstanding the requirements of the Bid Solicitation, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Contractor in its Quote.

5.21 CLAIMS AND REMEDIES

- A. All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
- B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
- C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies

available at law or in equity.

5.22 ACCESSIBILITY COMPLIANCE

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State with technical information available to support such VPAT documentation in the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

5.23 CONFIDENTIALITY

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);
- D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
- H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
 - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
 - (ii) pursuant to a lawfully issued subpoena or other lawful document request:
 - (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or
 - (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

6.0 TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and

documentation.

6.2 TAX CHARGES

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;
- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Office of Diversity and Inclusion.
- E. The Contractor shall have sole responsibility for all payments due any Subcontractor

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7.0 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.3 PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7.4 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equalopportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

7.6 COPELAND ANTI-KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

- 7.9.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 7.9.1.2 The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 7.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**EXHIBIT A.1 - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES
CONTRACTS**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

EXHIBIT B.1 - CONSTRUCTION CONTRACTS**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)N.J.A.C. 17:27-1.1 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.
- After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.
- The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.
- The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.
- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT C.1 - EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

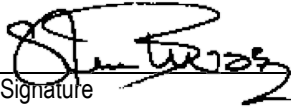
Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnlx.com/>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.1.

State of New Jersey Standard Terms and Conditions
(Revised September 1, 2022)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT


Signature

6/20/23

Date

Steve Bissey Director Corporate & Public Sector Strategy

Print Name and Title

Ricoh USA, Inc.

Print Name of Contractor

Exhibit B

The Master Agreement, including its attachments and exhibits



NASPO ValuePoint Master Agreement Terms and Conditions

For Copiers and Managed Print Services

**A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the State of Colorado (Lead State)**

**Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 3rd Floor
Denver, Co 80203**

And

**Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355**

Master Agreement Number: 140602

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1. NASPO VALUEPOINT MASTER AGREEMENT OVERVIEW

1.1. Parties

This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and Ricoh USA, Inc. (hereinafter called "Contractor"), for the procurement of A3 MFD's, A4 MFD's, Production Equipment, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Supplies, Managed Print Services, and other Products and Services as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State hereby agree to the following terms and conditions.

1.2. Effective Date

This Master Agreement shall not be effective or enforceable until the date on which it is approved and signed (hereinafter called the "Effective Date") by the Colorado State Controller or designee.

1.3. Master Agreement Order of Precedence

1.3.1. Any Order placed under this Master Agreement shall consist of the following documents:

- a) A Participating Entity's Participating Addendum ("PA");
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
- c) An Order issued against this Master Agreement;
- d) The Solicitation, RFP-NP-18-001 Copiers and Managed Print Services;
- e) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- f) Contractor Supplemental Documents, including all Attachments.

1.3.2. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and shall be incorporated into this Master Agreement.

1.4. Term of this Master Agreement

1.4.1. Initial Term-Work Commencement. The Parties' respective performances under this Master Agreement shall commence on the Effective Date or August 1, 2019, whichever occurs later. This Master Agreement shall terminate on December 31, 2021, unless terminated sooner, as specified in §6.10, Defaults and Remedies, or extended further as specified in §1.4.2 below.

1.4.2. Extension of Agreement. This Master Agreement may be extended beyond the original Contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of this Master Agreement, including any extensions, shall not exceed five (5) years.

1.4.3. Amendments. The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

1.4.4. Cancellation. This Master Agreement may be canceled by either party upon sixty (60) days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights

of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of this Master Agreement due to Contractor default may be immediate.

2. DEFINITIONS

The following terms shall be construed and interpreted as follows:

Term	Description
<i>A3 MFD</i>	A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.
<i>A4 MFD</i>	A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.
<i>Acceptance</i>	A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.
<i>Acceptance Testing</i>	The process set forth in this Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity.
<i>Accessory</i>	A compatible item that is added to the Base Unit to enhance its capabilities and functions.
<i>Authorized Dealer ("Dealer")</i>	The Contractor's authorized sales and Service center (also known as a Dealer, or Partner) that must be certified by the Contractor to sell the Contractor's Products, and perform machine installation and maintenance on Devices offered by the Contractor. A Purchasing Entity must be able to, at a minimum, visit the sales and Service center to view and test Equipment.
<i>Base Unit</i>	The copier, printer, Scanner, Large/Wide Format and Production Equipment that includes all standard Accessories and parts, and excludes optional Accessories and/or software.
<i>Blended Rate</i>	A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.
<i>Bronze Standard</i>	Devices which meet less than 50% of the 28 optional EPEAT criteria.
<i>Business Day</i>	Any day other than Saturday, Sunday or a legal holiday.
<i>Buyout to Keep</i>	The early termination option on an FMV or \$1 Buyout Lease that involves the acquisition of the Equipment by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Equipment Payments and the discounted residual.
<i>Buyout to Return</i>	The early termination option on an FMV, \$1 Buyout or Straight Lease that involves the return of the Equipment by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Equipment

	Payments.
<i>Cancellable Rental</i>	An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Equipment ownership is not an option.
<i>Ceiling Pricing</i>	Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.
<i>Chief Procurement Officer</i>	The individual who has the authority to supervise and approve the procurement of all Products and Services needed by the Lead State or a Participating State.
<i>Contractor</i>	The person or entity delivering Products or performing Services under the terms and conditions set forth in this Master Agreement.
<i>Coterminous</i>	Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new piece of Equipment or Accessory. The original term of the lease or rental is not modified as a result of a Coterminous addition.
<i>Device</i>	Also referred to as “Equipment.” The Base Unit, either with or without optional Accessories and/or software.
<i>Direct Material</i>	Materials which are easily identified, measured, and charged to the cost of production; part of the finished Product. Examples include timber for furniture and leather for shoes.
<i>EULA</i>	End User License Agreement
<i>Electronic Product Environmental Assessment Tool (EPEAT)</i>	A tool which evaluates and selects Equipment according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Equipment, as amended.
<i>Embedded Software</i>	One or more software applications which permanently reside on a computing Device.
<i>Energy Star</i>	The U.S. Environmental Protection Agency’s standard for energy efficiency.
<i>Equipment</i>	Also referred to as “Device.” The Base Unit, either with or without optional Accessories and/or software.
<i>Equipment Downtime</i>	The period of time that a Device is waiting for Service to be completed.
<i>Equipment Payment</i>	The Equipment portion of the payment, less any Service, Supplies, and maintenance.
<i>Equipment Trade-In</i>	An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s owned Device, often for a discounted amount.
<i>Equipment Upgrade or Downgrade</i>	A replacement of the Purchasing Entity’s existing lease or rental Equipment, with a different piece of Equipment, of either greater or lesser value. A new lease or rental is then originated for the new piece of Equipment, with the remaining lease or rental payments on the old Equipment wrapped into it. The old lease or rental is closed out, and the Equipment is returned to Contractor.

<i>Free on Board (FOB) Destination</i>	Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.
<i>Group</i>	The Device classification for the different types of Equipment in this Master Agreement. Groups are determined by the Devices primary functions and/or capabilities.
<i>Independent Contractor</i>	A natural person, business, or corporation that provides Products or Services to another entity under the terms specified in a contract. An employer-employee relationship does not exist.
<i>Initial Lease or Rental Term</i>	The length of time (i.e. 12, 18, 24, 36, 48, or 60 months) that a Purchasing Entity enters into a lease or rental agreement.
<i>Intellectual Property</i>	Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
<i>Large/Wide Format Equipment</i>	A Device that prints on a large paper via a variety of output options.
<i>Lead State</i>	The State that is centrally administering this Master Agreement.
<i>Lease</i>	<p>Per the Governmental Accounting Standards Board (GASB), a lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction.</p> <p>For the purposes of this Master Agreement, a Lease shall contain the following options:</p> <ol style="list-style-type: none"> 1. Short-Term Lease: Maximum possible term is 12 months, including any renewal or extension options. 2. Straight Lease: A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term. 3. Fair Market Value Lease (FMV): A lease in which the Purchasing Entity can either 1) Take title to the Equipment at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Equipment, or 3) Return the Equipment to Contractor at the end of the Initial Lease Term. 4. \$1 Buyout Lease: A lease in which title to the Equipment will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership.
<i>Legacy Equipment</i>	Equipment that was purchased, leased, or rented under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.
<i>Maintenance Agreement</i>	An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.
<i>Managed Print Services (MPS)</i>	The management, Service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of

	creating a solution that improves the print process and reduces the expense of printed material.
Manufacturer	A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Product. Also referred to as Contractor.
Manufacturer's Suggested Retail Price (MSRP)	The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
Master Agreement	Also referred to as "Contract"; the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.
Multi-function Device (MFD)	A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
NASPO ValuePoint	The NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is identified in this Master Agreement as the recipient of reports and may perform Contract administration functions relating to collecting and receiving reports as well as other Contract administration functions as assigned by the Lead State.
Newly Manufactured	Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.
Normal Business Hours	8:00 a.m. to 5:00 p.m., Monday through Friday (state holidays excluded), regardless of time zone.
Not Specifically Priced (NSP)	NSP items are items that enhance or compliment the Contractor's Product, and may be acquired by a Purchasing Entity under Contractor's Master Agreement, but are not listed or priced in Contractor's NASPO ValuePoint Price List. NSP's may include Coin Op equipment, empowering software, etc. NSP items do not include Services.
OEM	Original Equipment Manufacturer.
Order	Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc.)
Participating Addendum	A bilateral agreement executed by a Contractor and a Participating State or Entity incorporating this Master Agreement and any other additional Participating State or Entity specific language or other requirements (e.g. ordering procedures, other terms and conditions).
Participating Entity	A government entity within a state, or an eligible Non-Profit association, that is properly authorized to enter into a Participating Addendum.
Participating State	A state, which encompasses all government entities within that state, or the District of Columbia, or one of the territories of the United States, that enters into a Participating Addendum.
Power Filter	An electronic filter which is placed between an external power line and a

	Device for the purpose of removing frequencies or electromagnetic interference.
<i>Preventative Maintenance</i>	The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.
<i>Private Label</i>	Products that are manufactured by one company and sold under a retailer's brand name.
<i>Product</i>	Devices, Accessories, parts, software, and/or Supplies provided or created by the Contractor pursuant to this Master Agreement.
<i>Production Equipment</i>	A high-speed, high-quality printing Device that typically has advanced finishing functionality.
<i>Public Record</i>	All books and Public Records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and Public Records.
<i>Purchasing Entity</i>	A city, county, district, institution of higher education, and some non-profits who issue an Order against this Master Agreement via their Participating State or Entity's Participating Addendum.
<i>Refurbished</i>	A Product which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. Refurbished Equipment shall not have more than 750,000 original copies on it. In addition, Refurbished Equipment must only contain OEM parts. Refurbished Equipment must be certified by the Manufacturer.
<i>Remanufactured</i>	The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Equipment must be certified by the Manufacturer.
<i>Renewal Term</i>	A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Equipment, or the Useful Life of the Equipment. \$1 Buyout Leases are excluded from going into renewal.
<i>Resell</i>	Any payment in exchange for transfer of tangible Products, or assignment of the right to Services.
<i>Response Time</i>	The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.
<i>Scanner</i>	A Device that scans documents and converts them into digital data.
<i>Segment</i>	The various speeds that Devices are categorized by.
<i>Service Base Location</i>	The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.

<i>Service Call</i>	An on-site Service technician visit due to Device error or malfunction.
<i>Services</i>	The labor required to be performed by Contractor pursuant to this Master Agreement or an Order.
<i>Single-function Printer</i>	An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.
<i>Solicitation</i>	A written offer or attempt to purchase Products and/or Services through an official Proposal, Evaluation, and Award process.
<i>Supplemental Documents</i>	Documents include, but are not limited to, lease agreements, rental agreements, Maintenance Agreements, and software or click-wrap agreements that are pertinent to the Products being offered.
<i>Supplies</i>	<u>Consumable</u> items that gets used up or are discarded once used, such as ink cartridges.
<i>Third Party</i>	Someone who may be indirectly involved but is not a principal party to an arrangement, contract, deal, lawsuit or transaction.
<i>Total Monthly Payment</i>	The Equipment portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.
<i>Useful Life</i>	Period during which a Device is expected to be usable for the purpose in which it was manufactured.

3. NASPO VALUEPOINT PROGRAM PROVISIONS

3.1. Price and Rate Guarantee Period

- 3.1.1.** The Price List(s) in **Exhibit A (Price Lists)**, identifies a complete listing of all Products and Services the Contractor can provide under this Master Agreement, with the exception of NSP items.
- 3.1.2.** MSRP/List Price discount percentages must be guaranteed throughout the term of this Master Agreement, including any renewal terms; however, Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Group Price List(s).
- 3.1.3.** MSRP/List Price shall remain firm during the first twelve (12) months of the Master Agreement. After this period, Awarded Vendors may update their MSRP/List Price on a quarterly basis, according to the following guidelines:
- a) All requested price increases must include documentation from Direct Material suppliers detailing cost escalations, and Awarded Vendors must describe how those escalations impact current Product offerings.
 - b) With the exception of Direct Material cost increases, no price increase requests will be allowed.
 - c) Updated Price Lists must be submitted to the Lead State by the 1st day of each quarter.
 - d) Pricing will not go into effect unless, or until, it is approved by the Lead State.
- 3.1.4.** The Master Agreement pricing IS Ceiling Pricing. Contractor may offer lower pricing on a per Order basis to Purchasing Entity's; likewise, Purchasing Entity's may request lower pricing on a per Order basis from Contractor.

- 3.1.5.** Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity Contract Administrator of special state-wide promotional discounts.
- 3.1.6.** Any revisions to Product offerings (new Products, altered item or model numbers, etc.) must be pre-approved by the Lead State, and will be allowed once per month.
- 3.1.7.** Product updates are required by the 1st of the month and shall go into effect upon approval by the Lead State.
- 3.1.8.** Any Product additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Product(s) being removed from the Master Agreement Price List(s) until such time as they can be verified on Buyer's Lab.
- 3.1.9.** Updates to lease and rental rates must be submitted by the 1st day of each quarter.
- 3.1.10.** Price Lists received after the 1st of the month may not be approved for up to thirty (30) days following submission. In addition, errors in the Contractor's Price Lists may delay the approval process further.
- 3.1.11.** All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated.
- 3.1.12.** All-inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in this Master Agreement.
- 3.1.13.** Pricing must include all standard shipping, delivery, and installation costs associated with the Products. Excess installation charges or expedited shipping however, may be billable. Refer to §4.9.5 for more information.

3.2. Participants and Scope

- 3.2.1.** Contractor may not deliver Products or perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating State or Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating State or Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating State or Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Order) used by the Purchasing Entity to place the Order.
- 3.2.2.** Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating States or Entities authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Officer.

- 3.2.3.** Obligations under this Master Agreement are limited to those Participating States and Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States and Entities are limited to the Orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- 3.2.4.** Participating States and Entities may, through a Participating Addendum, limit:
- a) Available financial vehicles;
 - b) Device Groups, Segments, Products, Services (including MPS); and
 - c) Any additional items as deemed necessary by the Participating State or Entity.
- 3.2.5.** A Participating State or Entity must sign a new Participating Addendum with Contractor, regardless of whether Contractor has signed Participating Addenda under a prior Master Agreement(s).
- 3.2.6.** NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to this Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.
- 3.2.7.** Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor, and any such language shall be void and of no effect:
- a) Term of this Master Agreement;
 - b) Amendments;
 - c) Participants and Scope;
 - d) Administrative Fee;
 - e) NASPO ValuePoint Summary and Detailed Usage Reports;
 - f) NASPO ValuePoint Cooperative Program Marketing and Performance Review;
 - g) NASPO ValuePoint eMarket Center;
 - h) Right to Publish;
 - i) Price and Rate Guarantee Period; and
 - j) Individual customers.
- 3.2.8.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Officer of the state where the Participating Entity is located. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

- 3.2.9. Purchasing Entities may not Resell Products.** This limitation does not prohibit the following; however, any sale or transfer must be consistent with license rights granted for use of Intellectual Property:
- a) Payments by employees of a Purchasing Entity for Products;
 - b) Sales of Products to the general public as surplus property; and
 - c) Fees associated with inventory transactions with other governmental or non-profit entities, and consistent with a Purchasing Entity's laws and regulations.

3.3. Administrative Fees

- 3.3.1.** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter.
- 3.3.2.** The NASPO ValuePoint Administrative Fee is not negotiable.
- 3.3.3.** The Contractor shall report on all actual Equipment sales, and on estimated Service and Supply sales. This method will no longer require the Contractor to capture the actual Service and Supply revenues that are billed to the customer each month.
- 3.3.4.** Industry research has shown close to a 1:1 ratio between sales price on a piece of Equipment and the actual amount of Service and Supply costs required to operate that Equipment over its Useful Life. Therefore, to simplify the reporting process and remove the burden to capture the actual Service and Supply costs, the Contractor shall report as follows:
- a) **Purchased Equipment:** Contractor shall report the actual amount invoiced (less any taxes) for all Equipment sold under the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Estimated Service and Supplies" providing the customer elects to enter into a Maintenance Agreement. Thus, in the Contractor's Detailed Sales Report, for each item sold, there will be two-line items: one for the piece of Equipment, and one for the Estimated Service and Supplies. The amounts reflected for the Estimated Service and Supplies must be equal to the amount of the Equipment.
 - b) **Lease and Rental Equipment:** Contractor shall report sales according to the Purchased Equipment methodology described in §3.3.4(a), or they may report the actual amount invoiced (less any taxes) for the lease or rental during the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Estimated Service and Supplies." Thus, in the Contractor's Detailed Sales Report, for each item leased or rented, there will be two-line items: one for the invoice amount to the customer for the Equipment, and one for the Estimated Service and Supplies. The amounts reflected for the Estimated Service and Supplies must be equal to the amount of the invoiced Equipment.
- 3.3.5.** Some Participating States may require a fee be paid directly to the Participating State on sales made by Purchasing Entities within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments will be incorporated into the Participating Addendum. The Contractor may adjust this Master Agreement pricing accordingly for sales made by Purchasing Entities within the jurisdiction of the Participating State requesting the additional fee.

3.4. NASPO ValuePoint Summary and Detailed Usage Reports

The Contractor shall provide the following NASPO ValuePoint reports:

- 3.4.1. Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool

found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the Contract shall be reported as cumulative totals by state, which are inclusive of all line items identified in the Detailed Sales Report. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

3.4.2. Detailed Sales Report. Contractor shall also report detailed sales data by:

- a) State;
- b) Customer Type (e.g. local government, higher education, K-12, non-profit);
- c) Customer bill-to name and address;
- d) Contractor or Authorized Dealer Order number;
- e) Customer purchase order number;
- f) Customer number;
- g) Order type (e.g. sales Order, credit, return, upgrade);
- h) Purchase order date;
- i) Ship date;
- j) Invoice date and number;
- k) Product number and description
- l) List Price/MSRP;
- m) Contract Price;
- n) Quantity;
- o) Total Price;
- p) NASPO ValuePoint Admin Fee amount; and
- q) Dealer.

3.4.3. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM or flash drive. Detailed sales reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Exhibit F (NASPO ValuePoint Detailed Sales Reporting Template).

3.4.4. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

3.4.5. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with, and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

3.4.6. Timely submission of these reports is a material requirement of this Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free,

transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

3.5. NASPO ValuePoint Cooperative Program Marketing and Performance Review

- 3.5.1.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel to ensure that Contractor's personnel will be educated regarding the provisions of this Master Agreement, as well as the competitive nature of NASPO ValuePoint procurements, the Participating Addendum process, and the manner in which Participating Entities can utilize this Master Agreement.
- 3.5.2.** Contractor agrees, as Participating Addenda are executed, and if requested by NASPO ValuePoint personnel, to provide plans to launch this Master Agreement program within the Participating State. Plans will include timeframes to implement this Master Agreement and Participating Addendum, as well as confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating State.
- 3.5.3.** Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the Participating Addendum. Contractor shall ensure that their sales force is aware of this contracting option.
- 3.5.4.** Contractor agrees to fairly, actively, and equally promote and advertise their NASPO ValuePoint Master Agreement at all trade shows and Dealer meetings whereby Contractor displays or makes reference to their government contract award offerings.
- 3.5.5.** Contractor agrees, within 30 days of this Master Agreement effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement, or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.
- 3.5.6.** Contractor agrees to participate in person at an annual performance review, which may include a discussion of marketing action plans, target strategies, marketing materials, reporting, and timeliness of administration fee payments. The location of the performance review shall be determined by the Lead State and NASPO ValuePoint.
- 3.5.7.** Contractor agrees that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing materials until a logo-use agreement is executed with NASPO ValuePoint.
- 3.5.8.** The Lead State shall evaluate the utilization of this Master Agreement at the annual performance review. The Lead State may, in its discretion, cancel this Master Agreement pursuant to §1.4, or not exercise an option to renew, when Contractor utilization does not warrant further administration of this Master Agreement. The Lead State may exercise its right to not renew this Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon a 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two (2) years after execution of this Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel this Master Agreement pursuant to §1.4.4 or to terminate for default pursuant to §6.10.

3.6. NASPO ValuePoint eMarket Center

- 3.6.1.** In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint customers to access a central online website to view and/or shop the Products and Services available from existing NASPO ValuePoint

Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

3.6.2. The Contractor shall have visibility in the eMarket Center through one of the following no-cost options:

a) Ordering Instructions

- i. The Contractor shall provide a link to their website, their Price list, their Dealer list, and any additional information they would like the customer to have in regards to placing Orders.
- ii. Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have thirty (30) days to provide NASPO ValuePoint with the Ordering Instructions.

b) Hosted Catalog

- i. The Contractor shall provide a list of its awarded Products and Services pricing via an electronic data file, in a format acceptable to JAGGAER.
- ii. In order to maintain the most up-to-date version of its Product offerings, the Contractor must submit electronic data to the eMarket Center no more than four (4) times per calendar year.
- iii. Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have fifteen (15) days to set up an enablement schedule with NASPO ValuePoint and JAGGAER. The schedule shall include future calls and milestone timeframes related to testing and go-live dates.
- iv. The Contractor shall have ninety (90) days from the receipt of written request, to provide the Hosted Catalog to NASPO ValuePoint.
- v. The Hosted Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
- vi. The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
- vii. The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although Suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. SciQuest will deliver the appropriate contract files to the user viewing the catalog.

c) Punch-Out Catalog

- i. The Contractor shall provide its own online catalog, which must be capable of being integrated with the eMarket Center via Commerce eXtensible Markup Language (cXML).
- ii. The Contractor shall validate that its online catalog is current by providing a written update to the Lead State every four (4) months, verifying that they have audited the offered Products and Services pricing.

- iii. The Contractor shall have ninety (90) days from the receipt of the written request, to deliver the Punch-Out Catalog to NASPO ValuePoint.
- iv. The Punch-Out Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
- v. The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
- vi. The site must also return detailed UNSPSC codes for each line item.
- vii. Contractor shall provide e-Quote functionality to facilitate volume discounts.
- viii. The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. It is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. JAGGAER will deliver the appropriate contract files to the user viewing the catalog.

3.6.3. Revising Pricing and Products

- a) Any revisions to Product offerings (new Products, altered SKU's, etc.) must be pre-approved by the Lead State, and will be allowed once per month.
- b) Updated Product files are required by the 1st of the month and shall go into effect upon approval by the Lead State.
 - i. Files received after the 1st of the month may not be approved for up to thirty (30) days following submission.
 - ii. Errors in the Contractor's submitted files may delay the approval process.

3.6.4. Supplier Network Requirements for Hosted and Punch-Out Catalogs

- a) Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use the JAGGAER's Supplier Portal to import the Contractor's catalog and pricing files into the JAGGAER system.
- b) Contractor can receive Orders through electronic delivery (cXML) or through low-tech options such as fax.
- c) More information about the SQSN can be found at www.sciquest.com, or by contacting the JAGGAER Supplier Network Services team at 800-233-1121.

3.6.5. Order Acceptance Requirements for Hosted and Punch-Out Catalogs

- a) Contractor must be able to accept Orders via fax or cXML.
- b) The Contractor shall provide confirmation via phone or email within 24 hours of Order receipt.
- c) If the Order is received after 3pm (EST) on the day prior to a weekend or holiday, the Contractor must provide confirmation via phone or email on the next business day.

3.6.6. UNSPSC Requirements

- a) Contractor shall support use of the United National Standard Product and Services Code (UNSPSC). UNSPSC versions that Contractors must adhere to are provided by JAGGAER and upgraded each year.

- b) NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC, and Contractor shall be required to support the migration effort.
- c) All line items for Products and Services provided under this Master Agreement must be associated to a UNSPSC code.
- d) All line items must be identified at the most detailed UNSPSC level, indicated by segment, family, class, and commodity.

3.6.7. Applicability. Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center, and that NASPO ValuePoint may elect at any time to remove any Contractor offerings from the eMarket Center.

3.6.8. Several NASPO ValuePoint Participating States and Entities currently maintain separate JAGGAER eMarket Place accounts. In the event that one of these Participating States or Entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarket Center), but publish the information to their own eMarket Place, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint, and agrees to take commercially reasonable efforts to implement such separate JAGGAER catalogs.

3.7. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State, prior approval for the release of any information, including any written correspondence, which pertains to the potential work or activities covered by this Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the Products and Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of this Master Agreement for cause.

3.8. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of this Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in this Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in this Master Agreement and applicable Participating Addendum. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4. STATEMENT OF WORK

4.1. Overview

- 4.1.1.** Contractor guarantees a continuing supply and consistent quality of Equipment, Accessories, software, Supplies, and Services offered.
- 4.1.2.** Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in §4.3.9.
- 4.1.3.** Contractor shall maintain compliance with all requirements of this Master Agreement throughout the duration of the Contract.
- 4.1.4.** A Purchasing Entity that purchases, leases or rents Equipment may issue an Order, pursuant to the terms and conditions that are incorporated into this Master Agreement, and according to the requirements listed in their states' Participating Addendum, including, but not limited to, the issuance of Contractor's Supplemental Documents, which are attached as **Attachment A through**

Attachment I. Each Participating State or Entity shall be responsible for negotiating the terms and conditions of each of the aforementioned Attachments.

4.1.5. Per Section 508 of the United States Workforce Rehabilitation Act of 1973, Contractor provides Devices under Groups A and B, which are accessible to people with disabilities.

4.1.6. MPS:

- a) Contractor may provide MPS on Group A, Group B, Group C, Group D, Group E, and Group F.
- b) Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.

4.1.7. Survivability:

- a) Any Order placed under this Master Agreement shall survive the expiration of this Master Agreement unless otherwise specified in a Participating Addendum.
- b) Contractor is not permitted to increase pricing on any Order that was placed prior to the expiration of this Master Agreement.

4.1.8. Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

4.2. Authorized Dealers

4.2.1. Contractor may engage Authorized Dealers, who shall be Contractor's agent and Subcontractor for providing sales and support for the Products and/or Services purchased by the Purchasing Entity under this Master Agreement.

4.2.2. In the event Contractor elects to use Authorized Dealers in the performance of the specifications, Contractor shall serve as the primary Contractor, and shall be fully accountable to the Lead State for assuring that the Authorized Dealers comply with the terms and conditions of this Master Agreement, and shall be liable in the event that Authorized Dealers fail to comply with such terms and conditions.

4.2.3. Authorized Dealers shall be expected to stay current with Contractor's Products, pricing, Master Agreement, and Participating Addendum requirements.

4.2.4. Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and invoice them directly.

4.2.5. Contractor must disclose to the Lead State, a list of all Authorized Dealers that provide Products and/or Services, utilizing **Exhibit D (Authorized Dealers by State)**.

4.2.6. Contractor shall send notice to the Lead State, utilizing **Exhibit E (Authorized Dealer Form)** and the Authorized Dealers by State, within three (3) calendar days of engaging or removing a Dealer.

4.2.7. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State.

4.2.8. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with this Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to either remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance. Alternatively, the Contractor may investigate and consult with the Participating State and/or the Purchasing Entity as appropriate, and use commercially reasonable efforts to resolve the dispute.

4.3. Product Offerings

4.3.1. Group Segments. Contractor shall offer Products under the following Groups:

Group A – MFD, A3 B&W only; Color and B&W	
Segment	PPM
2	20 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

Group B – MFD, A4 B&W only; Color and B&W	
Segment	PPM
1	Up to 20
2	21 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61+

Group C – Production Equipment B&W only; Color and B&W	
Segment	PPM
1	65 – 79
2	80 – 89
3	90 – 110
4	111 – 130
5	131+

Group D – Single-function Printers B&W only; Color and B&W	
Segment	PPM
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group E – Large/Wide Format Equipment B&W only; Color and B&W	
Segment	A1 or D Size PPM* based on b&w output
Low	1 – 3
Medium Low	4 – 8
Medium High	9 – 19
High	20+

Group F - Scanners	
Segment	PPM
1	10 – 29
2	30 – 49
3	50 – 69
4	70 – 89
5	90 – 110
6	111 – 130
7	131+

4.3.2. Device Configurations. Contractor's Devices shall be equipped, at a minimum, with the following Accessories/capabilities:

a) Group A – MFD, A3

- i) New Power Filter;
- ii) Duplex for Segment 3 and above;
- iii) Standard paper drawer(s) equal to or greater than:
 - 1) One (1) paper supply for Segment 2;
 - 2) Two (2) paper drawers for Segments 3 and 4; and/or
 - 3) 2,000 sheet paper capacity for Segments 5 and above.
- iv) Paper size capacity up to 11" x 17"; and
- v) Bypass paper supply, if applicable for Segment.

b) Group B – MFD, A4

- i) New Power Filter;
- ii) Bypass paper supply;
- iii) Standard paper drawer(s) equal to or greater than:
 - 1) One (1) paper supply for Segments 1 and 2;
 - 2) Two (2) paper drawers for Segments 3 and 4; and/or
 - 3) 2,000 sheet paper capacity for Segments 5 and above.
- iv) Paper size capacity up to 8 ½" x 14"; and
- v) Envelope adjustment capability.

c) Group C – Production Equipment

- i) New Power Filter;

- ii) Bypass paper supply;
 - iii) Standard paper drawer(s) equal to or greater than:
 - 1) One (1) paper supply for Segments 1 and 2;
 - 2) Two (2) paper drawers for Segments 3 and 4; and/or
 - 3) 2,000 sheet paper capacity for Segments 5 and above.
 - iv) Paper size capacity up to 8 ½" x 14"; and
 - v) Envelope adjustment capability.
- d) Group D – Single-function Printers**
- i) Must include an inkjet, light emitting diode (LED), or laser print engine;
 - ii) Standard paper drawer(s);
 - iii) Standard paper capacity; and
 - iv) Network connectivity.
- e) Group E – Large/Wide Format Equipment**
- i) Hard-Disk drive;
 - ii) Network connectivity;
 - iii) Touch screen control panel; and
 - iv) Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.
- f) Group F – Scanners**
- i) Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);
 - ii) Automatic Document Feeder (ADF);
 - iii) Letter or legal paper size capacity;
 - iv) Color depth of at least 24 bytes; and
 - v) Single pass duplex scan.

4.3.3. Device Standards. Devices shall meet the following requirements:

- a) Group A and Group B Base Units are OEM only;
- b) Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List;
- c) Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List;
- d) If Contractor's Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D Devices only) within one (1) year, then they will be removed from the Price List;
- e) Must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum;
- f) Devices, when installed, and if available, must be set-up to receive automatic software updates and patches. For new software versions or upgrades that carry an additional cost, updates will

not be done automatically; rather, Contractor or their Authorized Dealer will inform the Purchasing Entity of the new version and assist them in their decision to upgrade based on needed functionality and compatibility with their existing Equipment.

- g) Specifications must be published on Contractor's website;
- h) MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website;
- i) Must maintain a PPM speed, according to Segment classification; and
- j) Must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

4.3.4. Device Exceptions

- a) Group C, Group D, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled;
- b) Group C, Group E, and Group F are not required to be EPEAT registered or Energy Star compliant;
- c) 3D Printers may be offered by Contractor, and shall be priced based on a minimum discount of 1%;
- d) Digital Duplicators may be offered by Contractor, and shall be priced based on the minimum discount offered in the Segment to which they belong (refer to the Group A Price List for Segment discounts);
- e) Inkjet and Digital Presses may be offered by Contractor, and shall be priced based on the minimum discount offered in the Segment to which they belong (refer to the Group C Price List for Segment discounts);
- f) Roll-Fed Wide Format Printers may be offered by Contractor, and shall be priced based on a minimum discount of 1%.
- g) Contractor may offer Large/Wide Format Equipment that accommodates all paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs (refer to the Group E Price List for Segment discounts).

4.3.5. Accessories

- a) Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.
- b) Contractor shall maintain a separate price list for Accessories for Base Units that have been discontinued. The pricing must be based on the same discount offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.
- c) Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint and/or WSCA Master Agreements, as well as via any other means.

4.3.6. Software

- a) Contractor shall provide software to enhance the capabilities of the Devices, or software may be provided as a standalone option on any pre-owned, purchased, leased or rented Device.
- b) Contractor shall provide OEM and/or Third Party Software.
- c) All software drivers shall be, at a minimum, Windows 7 compliant, and all Devices must have universal software drivers.
- d) Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, as referenced in **Attachment I (Software EULA's)**, unless otherwise stated in a Participating Addendum. However, the Master Agreement will supersede and control if there is conflicting language between the Master Agreement, and any software license agreement.

4.3.7. Consumable Supplies

- a) Contractor shall offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease or rental agreement.
- b) Contractor shall offer OEM or compatible consumable for Supplies for Groups A, B, C, D, and F. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. The Supplies that may be offered include, but are not limited to the following:
 - i) Toner;
 - ii) Staples;
 - iii) Ink;
 - iv) Print Cartridges;
 - v) Imaging Drums;
 - vi) Fuser Kits;
 - vii) Transfer Kits;
 - viii) Waste Toner Bottles;
 - ix) Fuser Oil;
 - x) Undercoat Cartridge;
 - xi) Protector Cartridge;
 - xii) Dye Inks;
 - xiii) Waste Tank for Ink Sponges;
 - xiv) CMY Sponges;
 - xv) MICR Sponges;
 - xvi) MICR Toner;
 - xvii) Air Filter Small;
 - xviii) Air Filter Medium;
 - xix) Exhaust Filter;

- xx) Printhead;
 - xxi) Ozone Filters;
 - xxii) Developer; and
 - xxiii) Maintenance Kits.
- c) Toner must be free of carcinogenic, mutagenic, or teratogenic substances.
- d) Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

4.3.8. Remanufactured/Refurbished Equipment

- a) Contractor may offer Remanufactured and/or Refurbished Equipment under Group A, B, C, D, E, and F.
- b) Remanufactured and Refurbished Equipment is not required to be EPEAT registered or Energy Star compliant.
- c) Equipment may be acquired via a purchase, lease or rental agreement.
- d) Contractor must notify the Purchasing Entity in writing, when Remanufactured or Refurbished Equipment is being offered.
- e) All Remanufactured or Refurbished Equipment must be clearly labeled as such, and must be certified by the Manufacturer.
- f) Remanufactured Equipment must be priced according to the minimum discount offered for similar Equipment in Groups A, B, C, D, E, and F.
- g) Refurbished Equipment shall be offered at a minimum discount of 10% less than the lowest priced Device of the Group and Segment to which the Refurbished Equipment belongs.
- h) Service and Supplies for Remanufactured and Refurbished Equipment will receive the same pricing as the published price for the Group and Segment to which it belongs.

4.3.9. Open Market Items

- a) Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Products and/or Services. 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.
- b) NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales.
- c) NSP items must be priced at a minimum discount of 15% from MSRP or List Price.

- d) NSP items shall not be offered to a Purchasing 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.
- e) It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

4.3.10. Emerging Technologies

- a) Upon approval from the Lead State, Contractor may add new, related technology.
- b) Technology does not have to be restricted to OEM, nor does it have to be Private Labeled.
- c) Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, along with MSRP and pricing information, as well as an explanation/justification as to how the Product conforms to the requirements of this Master Agreement.
- d) Any new technology must be priced at a minimum discount of 1%.

4.4. Service Offerings

4.4.1. Managed Print Services

- a) Contractor shall provide the following:
 - i) **Free Initial Assessment** – which shall include the following:
 - 1) Sample Assessment of 1-3 departments/200 devices
 - 2) Document workflow
 - 3) Identification of Service, Supplies, and parts
 - 4) Current output
 - 5) Total Cost of Ownership (TCO)
 - 6) Employee to Device ratio
 - 7) Preliminary estimated cost savings
 - ii) **Implementation** – which shall consist of the following:
 - 1) Plan Development
 - 2) Hardware and Software Installation and Set-up
 - iii) **Remote Device Monitoring** – which shall include the following:
 - 1) Job Accounting
 - 2) Automated Meter Reads
 - 3) Automated Toner Replenishment
 - 4) Tagging
 - iv) **End-user Support** – which shall include the following:
 - 1) Training
 - 2) Help Desk Services
 - v) **Account Management** – which shall include the following:
 - 1) Reporting

- 2) Invoicing
 - 3) Customer Business Reviews
- b) Contractor may also provide the following:
- i) **Maintenance**
 - 1) Preventative Maintenance
 - 2) Remote triage when applicable
 - 3) Service and Repair
 - 4) On-site break/fix
 - ii) **Ongoing Fleet Management and Optimization**
 - 1) Consumable Spend
 - 2) Continual Assessments
 - 3) Add/Move/Change Services
 - 4) Optimizations and/or Help Desk Software Integration
 - iii) **Cost Based Assessment**
 - 1) Asset Mapping
 - 2) Resource Coordination/Logistics
 - 3) Analysis and Plan Design
 - 4) End-user Survey
 - 5) Detailed Recommendation
 - iv) **Change Management**
 - v) **Remote Fleet Management**
 - vi) **Professional Services**
 - 1) On-Site Services Specialist
 - 2) Print Support Specialist
 - 3) Printer Held Desk Analyst and/or Manager
 - 4) Service Delivery Specialist and/or Manager
 - 5) Application Specialist
 - 6) Remote Application Specialist
- c) All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, as referenced in **Exhibit C (Sample MPS Statement of Work)**, and it must be approved by both parties prior to the initiation of any engagement.
- d) The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.

- e) MPS pricing and billing options shall be flexible, as long as pricing doesn't exceed Master Agreement pricing, and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

4.4.2. Maintenance Agreements

a) Pricing

- i) Pricing shall include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.
- ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color shall also be provided.
- iii) Pricing must be provided that includes all parts, labor, Preventative Maintenance, Service Calls, and Supplies for Groups A, B, C and D.
- iv) A pricing option for ALL Groups shall include parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.
- v) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.
- vi) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).
- vii) Contractor may charge flat rate fees for Services performed on any Accessories.
- viii) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.
- ix) **11"x17" impressions:**
 - 1) Shall be counted as two (2) clicks on Group A Devices; and
 - 2) May be counted as two (2) clicks on Group C Devices.
- x) Contractor shall offer a one (1) click rate that encompasses all paper sizes for Group C Devices.
- xi) A two-sided document shall be counted as two (2) clicks.
- xii) Contractor must not charge for scans on any MFD.
- xiii) **Initial Term:**
 - 1) Pricing shall remain firm for the initial term of the Maintenance Agreement.
 - 2) For lease and rental Equipment, the Maintenance Agreement term is equal to the term of the lease or rental (12, 18, 24, 36, 48, 60, and 72 months).
 - 3) For purchased Equipment, the initial term is whatever period of time the Purchasing Entity elects, as long as it does not exceed 60 months on Group A, Group B, Group D, Group E, and Group F Devices and 72 months on Group C Devices.
- xiv) **Renewal Term:**
 - 1) If a Purchasing Entity wishes to renew a Maintenance Agreement for Equipment that was acquired under this Master Agreement, then the Contractor may negotiate new pricing. This pricing shall not exceed this Master Agreement pricing.
 - 2) If a Purchasing Entity wishes to renew a Maintenance Agreement for Equipment that was acquired under Master Agreement (3091), then §4.4.2(f) shall apply.

b) Blended Rates

- i) Contractor shall have the ability to blend the Service and Supply costs over a large Equipment fleet, and the Blended Rate must cover all units in the fleet.
- ii) The Blended Rate must be divided between b&w and color.
- iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.
- iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity.

c) Manual Meter Reads

- i) Contractor may collect meter reads from a Purchasing Entity via electronic means.
- ii) Meter reads may be submitted via the Contractor's online portal, or through e-mail, or facsimile.
- iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

d) Customer Owned Equipment

- i) Purchasing Entity's may elect to enter into a Maintenance Agreement for Equipment they already own, or Equipment they acquire through an up-front purchase.
- ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.
- iii) The Maintenance Agreement shall not be subject to automatic renewals.

e) Lease or Rental Equipment

- i) Contractor shall be required to provide a Maintenance Agreement on all Equipment that is leased or rented by a Purchasing Entity.
- ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

f) Legacy Equipment

- i) Upon request from the Purchasing Entity, Contractor may provide Maintenance Agreements on any Equipment that is owned or was leased or rented through Master Agreement (3091), or via any other means, providing the following conditions are met:
 - 1) The Device has not reached the end of its Useful Life;
 - 2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and
 - 3) The Maintenance Agreement adheres to the same requirements as outlined in §4.4.2(d) and §4.4.2(e).
- ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.
- iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed this Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to §4.4.2(f)(iv) below for additional information.

- iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 107% of the Service and Supply pricing in this Master Agreement for years 5 through 7, and 110% for years 8 and beyond. The Service and Supply pricing that will be used for this calculation will be based on the following:
 - 1) The Group and Segment to which the Device is categorized; and
 - 2) The Service and Supply pricing for that Group and Segment, as listed under Newly Manufactured Equipment in this Master Agreement.

4.4.3. Service Requirements

- a) **Technicians.** All technicians shall be factory trained by the OEM and certified to Service the Devices.
- b) **Standard Service Levels.** Participating States and/or Entities shall negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum, adhere to the following requirements:
 - i) **End-User Training**
 - 1) An initial, no charge, on-site, one-hour training session for each Device, must be offered by Contractor for all non-desktop Products placed at each Purchasing Entity's location. For drop-shipped or desktop Products, Contractor shall offer an initial, one-hour, no charge, web-based, or on-line training session.
 - 2) Technical support training shall also be included in the initial, no charge training, and will include network connectivity and print driver installation. This training will be in addition to the one-hour of free training for Device operation.
 - 3) If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.
 - 4) On-site training shall accommodate groups of up to 10 people per Device and may include, but not be limited to, the following:
 - **Part 1: General Maintenance**
 - Loading paper
 - Replacing consumables
 - Clearing paper jams
 - **Part 2: Basic Operation of the Copy Function**
 - Original settings
 - Selecting paper trays
 - Using the bypass tray for special stocks
 - Paper weights supported by each tray
 - Reducing/Enlarging
 - Duplex copying
 - Finishing options
 - **Part 3: Basic Operation of the Document Server**
 - Storing files
 - Selecting and printing stored files
 - Deleting stored files
 - **Part 4: Basic Operation of the Fax Function**
 - Adjusting original settings
 - Sending a fax (manual dial vs. using quick dials)

- Broadcasting
 - Transmission modes (memory vs. immediate)
 - Sending at a specific time (send later)
 - Cancelling a transmission
 - Confirming a transmission
 - Storing fax number
 - **Part 5: Basic Operation of the Scan Function**
 - Adjusting scan settings
 - Selecting the scan destination (email/folder)
 - Entering file information
 - **Part 6: Basic Features of the LAN Fax Driver**
 - Sending a fax
 - Attaching a cover sheet
 - Using/programming the address book
 - **Part 7: Basic Features of the Print Driver (if using PCL/PS/RPCS)**
 - Duplex printing
 - Finishing options
 - Using locked print
 - Printing to the document server
 - Choosing a paper tray
 - Fitting to print size
 - Using the bypass tray
 - Using watermarks
- 5) Contractor shall offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
 - 6) Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
 - 7) Contractor shall provide, at no additional charge, Product literature, user-manuals, and access to "How-To" videos which are available via the Contractor's website.
 - 8) Contractor shall provide a toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting. A Purchasing Entity must be able to obtain assistance during Normal Business Hours.
 - 9) Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance.
- ii) **Preventative Maintenance.** Contractor shall perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.
 - iii) **Equipment Performance**

- 1) Equipment Downtime shall be calculated from the time a service call is placed with Contractor or with Dealer's dispatch department until the time the technician completes the repair.
- 2) Equipment Downtime due to lack of consumable Supplies is not acceptable.
- 3) Contractor shall guarantee that the fleet of Devices for each Purchasing Entity shall adhere to the following:

Performance Criteria	Target Level
Average Uptime	96% or better*
First Time Fix	80% of all Service calls or better

*Applicable for Group A, Group B, Group C, and Group D

- 4) If any fleet of Devices fails to perform at the operation level specified in §4.4.3(b)(iii)(3) then §4.11.11 shall apply.
 - 5) Contractor must provide daily communication to the Purchasing Entity regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.
- iv) **Loaner Equipment.** If any Device is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:
- 1) A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable; or
 - 2) Provide the Purchasing Entity with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole expense of the Contractor. Such costs shall be limited to the cost of production (Service and Supplies), Equipment, labor, and transportation to and from the off-site production facility and the Purchasing Entity location.
- v) **Repair Parts**
- 1) Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.
 - 2) All Device components, spare parts, application software, and ancillary Equipment that is supplied under this Master Agreement, must conform to Manufacturer specifications.
 - 3) Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.
 - 4) Repair parts may be new, reconditioned, reprocessed or recovered.
- vi) **Replacement Equipment**
- 1) If Purchasing Entity is not satisfied with any Device, Contractor will, at Purchasing Entity's written request, replace it without charge with an equivalent unit or, upon mutual agreement with the Purchasing Entity, with a Device of comparable features and capabilities.
 - 2) Prior to installing a substitute Device, Contractor will be allowed thirty (30) days to remedy any quality or reliability issues.

vii) **Service Zones**

- 1) Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 - 5 Business Days

- 2) Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:
 - If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.
- 3) Contractor may charge different rates according to each Service zone.

viii) Service Logs

- 1) Contractors shall maintain a Service log which describes the maintenance and repair Services provided for each Device.
- 2) A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

ix) Equipment Relocation

- 1) Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment.
- 2) Contractor may charge for this Service based on the following table:

Service Zone	Distance from original placement of Device	Charge
1	Within the same building	No Charge Allowed*
2	< 25 miles	\$300
	25 – 59 miles	\$350
3	60 – 89 miles	\$400 (plus \$0.75 per mile)
	90 + miles	\$450 (plus \$0.75 per mile)

*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Zone 1 relocation's. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any Equipment relocation in Zone 1.

- 3) Contractor shall not charge for any fees incurred due to fuel or tolls.
- 4) Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

c) Meter Read Invoicing

- i) In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.
- ii) Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.
- iii) The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.
- iv) 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.

d) Service Level Calculations

- i) Once per quarter upon written request from the Purchasing Entity, Contractor shall provide a report that can be measured against the SLA and points will be assigned according to the following chart. These points will be added to product a total Service Level score:

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average Uptime	96% or higher	< 96% - ≥ 95%	< 95% - ≥ 94%	< 94% - ≥ 93%	< 93%
Possible Points	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average On-Site Response Time (in hours)	4 or less	4.1 – 5	5.1 – 6	6.1 – 7	7.1 or more
Possible Points	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
First Time Fix	80% or higher	< 80% - ≥ 70%	< 70% - ≥ 60%	< 60% - ≥ 50%	Less than 50%
Possible Points	4	3	2	2	0

This score shall then be used to determine the subsequent penalty according to the following schedule (where the penalty can be up to 4% of the previous quarter's Service and Supplies billing, expressed as a negative %):

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Total Score	12 – 10	9 – 7	6 – 4	3 – 1	0
Penalty/Award as a % of quarterly Service and Supplies billings	0%	- 2.5%	- 3%	- 3.5%	- 4%

The penalty shall be awarded to the Purchasing Entity as a credit on the following period's Service and Supply invoice.

- ii) At the discretion of the Participating State or Entity, Contractor shall also produce reports according to the requirements in §4.4.3(e).
 - iii) The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.
- e) **Reporting.** Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.
- i) The report shall include the following:
 - 1) Up-time percentage (%) per fleet of Devices;
 - 2) Number of Service Calls placed;
 - 3) Response Time per Device;
 - 4) Dates that Preventative Maintenance was performed, if applicable;
 - 5) Hours of end-user training performed; and
 - 6) Estimated end of Useful Life per Device, based on current usage.
 - ii) The report may include, but not be limited to, the following:
 - 1) Location of Devices;
 - 2) Click usage per Device; and
 - 3) EPEAT certification level of each Device.

4.4.4. Software Subscriptions

- a) Software pricing shall be inclusive of available software patches and any updates.
- b) Purchasing Entities shall have the option to finance software subscriptions according to the lease and rental rates listed in Groups A, B, C, D, E, and F of the Master Agreement.
- c) Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade.
- d) License fees and support fees shall remain firm throughout the term of the agreement.
- e) Software subscriptions shall not be subject to automatic renewals. Should there be any conflicting language between the software EULA's and the Master Agreement, the Master Agreement shall govern and control.
- f) Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.
- g) Deployment of all patches shall be performed in accordance with IT industry standard change management best practices such as ITIL (Information Technology Infrastructure Library) and Contractor shall work with each Purchasing Entity's necessary department to ensure that software patches are performed correctly.
- h) Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

4.5. Purchase, Lease, and Rental Programs

4.5.1. Contractor shall offer the following acquisition methods:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	12, 18, 24, 36, 48 and 60 months
\$1 Buyout Lease	
Straight Lease	
Cancellable Rental	
Short-Term Lease	12 months

4.5.2. All Products on Contractor's Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.

4.5.3. Contractor shall also offer 72-month lease and rental rates for Group C Devices only.

4.5.4. Equipment Trade-In

- a) A Purchasing Entity shall have the option, at the Contractor's sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do an Equipment Trade-In, when placing a purchase, lease or rental Order.
- b) The value for the Equipment Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

4.5.5. Lease and Rental Rates

- a) The rate for any lease or rental shall remain fixed throughout the Initial Lease or Rental Term.
- b) Equipment Payments for Renewal Terms shall never exceed Master Agreement pricing.
- c) If a Purchasing Entity enters into a Renewal Term, then the Equipment Payment will be subject to the lease and rental rates listed in the most recent Price List(s) posted on the NASPO ValuePoint website.
- d) Contractor may update lease and rental rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or something similar, and must be the rate in effect at the end of each calendar quarter. Refer to <https://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield> for additional information.
- e) Contractor shall offer Coterminous lease and rental rates to any Purchasing Entity wishing to add Products to an existing lease or rental agreement.

4.5.6. Leasing and Rental Overview

- a) All lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor. In addition, Contractor and their Authorized Dealers may use Third Party leasing companies, but all billing must be invoiced in the name of the Contractor or their Authorized Dealer, and all contractual obligations shall remain with the Contractor.
- b) A Purchasing Entity may lease or rent Equipment pursuant to the terms and conditions identified herein.
- c) Lease and rental agreements shall not be subject to automatic renewals.

- d) In the event that the term of a lease or rental agreement extends beyond the term of the Participating Addendum, the terms and conditions of this Master Agreement and Participating Addendum shall continue to apply.
- e) A lease or rental agreement issued prior to the termination of this Master Agreement and Participating Addendum, shall survive the termination of this Master Agreement and the Participating Addendum.
- f) With the exception of a \$1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Equipment at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Equipment up, without any further financial obligations to the Purchasing Entity.
- g) Equipment pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.
- h) Equipment returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.
- i) Contractor shall be responsible for all Product pickup and return costs.
- j) The maximum term on any Initial Lease Term shall be 60 months, with the exception of Group C Devices, which shall have a maximum term of 72 months, and with the exception of Short-Term Leases, which shall have a maximum term of 12 months.
- k) The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Equipment.
- l) All Renewal Terms shall be billed on a monthly basis.

4.5.7. Leasing and Rental Options

a) FMV Lease

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 12, 18, 24, 36, 48 or 60 months for Group A, Group B, Group C, Group D, Group E and Group F, at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to enter into a 72-month term for Group C only.
- ii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Exercise their purchase option;
 - 2) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of the Participating State or Entity; or
 - 3) Return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

b) \$1 Buyout Lease

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 12, 18, 24, 36, 48 or 60 months for Group A, Group B, Group C, Group D, Group E and Group F, at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to enter into a 72-month term for Group C only.
- ii) Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Equipment to the Purchasing Entity, or as otherwise determined in a Participating

Addendum, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Equipment.

c) Straight Lease

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 12, 18, 24, 36, 48 or 60 months for Group A, Group B, Group C, Group D, Group E and Group F, at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to enter into a 72-month term for Group C only.
- ii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of the Participating State or Entity; or
 - 2) Return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

d) Cancellable Rental

- i) A Purchasing Entity shall have the option to enter into an Initial Rental Term of 12, 18, 24, 36, 48 or 60 months for Group A, Group B, Group C, Group D, Group E and Group F, at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to enter into a 72-month term for Group C only.
- ii) A Purchasing Entity shall have the option to cancel the rental at any time throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.
- iii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of the Participating State or Entity; or
 - 2) Return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

e) Short-Term Lease

- i) A Purchasing Entity shall have the option to enter into a maximum lease term of 12 months.
- ii) Upon the expiration of the lease term, a Purchasing Entity shall return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

4.5.8. Leasing and Rental Terms and Conditions

a) Possession and Return of Lease and Rental Equipment

- i) Purchasing Entity is responsible for risk of loss to the Products while the Products are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Products during periods of transportation and de-installation.
- ii) Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:
 - 1) Any acquisition or return options, based on the type of lease or rental agreement;
 - 2) Any renewal options, if applicable; and/or
 - 3) Hard drive removal and surrender cost, if applicable.

- iii) If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing 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 Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged, unless otherwise specified in a Participating State or Entity's Participating Addendum.
 - iv) If Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Product available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.
- b) **Payment.** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Products, or such later date as Contractor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.
- c) **Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or \$1 Buyout Lease.
- d) **Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV, \$1 Buyout or Straight Lease, and return the Equipment to the Contractor in good working condition (ordinary wear and tear excepted).
- e) **Equipment Upgrade or Downgrade.** A Purchasing Entity may do an Equipment Upgrade or Downgrade on a lease or rental at any time throughout the term of the lease or rental agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Equipment Upgrade or Downgrade, but at no time shall the total cost of the Equipment Upgrade or Downgrade be less than the remaining stream of Equipment Payments.
- f) **Non-appropriation of Funds.** The continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.
- g) **Assignment**
 - i) Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Product or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).
 - ii) Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Product and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.
 - iii) No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.

h) Early Termination Charges

- i) Except in the case of Non-appropriation of funds, FMV, \$1 Buyout, Straight, and Short-Term Leases shall be subject to an early termination charge, and shall involve the return of the Equipment (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.
 - ii) Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments, or as otherwise agreed to by the Participating State or Entity.
- i) Default.** Each of the following is a “default” under these lease and rental terms:
- i) Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;
 - ii) Any representation or warranty made by Purchasing Entity in these lease or rental terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease or rental terms, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;
 - iii) Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;
 - iv) Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor’s assets; or
 - v) Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity’s assets.
- j) Remedies.** If a Purchasing Entity defaults on a rental or lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in this Master Agreement, and Participating Addendum, may do one or more of the following:
- i) Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;
 - ii) Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor’s bargain and not as a penalty, a sum equal to:
 - 1) All past due payments and all other amounts payable under the lease or rental agreement;
 - 2) All unpaid payments for the remainder of the lease or rental term, discounted at a rate equal to three percent (3%) per year to the date of default; and
 - 3) Require Purchasing Entity to deliver the Product to Contractor per mutual arrangements.

4.6. Security Requirements**4.6.1. Network and Data Security**

- a) Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.

- b) Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.
- c) Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

4.6.2. Sensitive Information. Sensitive information that is contained in any Legacy Equipment or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

4.6.3. Data Breach. Contractor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in Special Publication 800-61, Revision 2 (available at <http://dx.doi.org/10.6028/NIST.SP.800-61r2>) and includes, at a minimum, breach detection, breach notification, and breach response.

4.6.4. Authentication and Access

- a) Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.
- b) Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.
- c) The credential information for any remote authentication method may not be maintained within the Device's memory.
- d) Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Equipment installation.

4.6.5. Hard Drive Removal and Surrender

- a) Contractor shall ensure that all hard drive data is cleansed and purged (if capable) from the Device at the end of its Useful Life, or when any hard drive leaves the Purchasing Entity's possession; or
- b) At the Participating State or Entity's discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity's location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.
- c) If Contractor takes possession of any Device at the Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.
- d) Hard drive sanitation shall be at no expense to the Purchasing Entity; however, Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.

- e) If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, §4.6.5(a) shall apply.
- f) If a Contractor is removing another Manufacturer's Equipment, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this Subsection are met to the best of their abilities.

4.7. Equipment Demonstration Requirements

- 4.7.1. Contractor must offer trial or demonstration Equipment for Group A, Group B, and if requested by the Purchasing Entity, Group C, Group D, Group E, and Group F.
- 4.7.2. Trial or demonstration Equipment may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.
- 4.7.3. At the discretion of the Participating State or Entity, and upon request by a Purchasing 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);
 - b) The meter count on Group C Devices not exceed 50,000 copies total (i.e. b&w and color combined);
 - c) The Device must be discounted by at least 5% off of this Master Agreement pricing for that same Device; and
 - d) The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.
- 4.7.4. Any trial or demonstration period shall not exceed thirty (30) calendar days.

4.8. Shipping and Delivery Requirements

- 4.8.1. All Orders, regardless of quantity, shall be delivered to the Purchasing Entity within thirty (30) calendar days after Contractor receipt of Order, unless otherwise specified by a Purchasing Entity.
- 4.8.2. Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.
- 4.8.3. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. The minimum shipment amount, if any, will be found in the special terms and conditions. Any Order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.
- 4.8.4. Responsibility and liability for loss or damage shall transfer to the Purchasing Entity upon delivery of the Products, except as to material defects, fraud and Contractor's warranty obligations, which shall remain with the Contractor.
- 4.8.5. All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State.

- 4.8.6.** It shall be the responsibility of the Contractor to be aware of the delivery days and receiving hours for each Purchasing Entity.
- 4.8.7.** The Purchasing Entity shall not be responsible for any additional charges, should the Contractor fail to observe specific delivery days and receiving hours.
- 4.8.8.** The delivery days and delivery hours shall be established by the Purchasing Entity at the time of Order placement.
- 4.8.9.** All deliveries, with the exception of drop-shipped or desktop Products, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- 4.8.10.** Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label.
- 4.8.11.** Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.
- 4.8.12. Laws and Regulations.** Any and all Products and Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

4.9. Equipment Installation Requirements

- 4.9.1.** Prior to Order acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:
 - a) Air conditioning;
 - b) Electrical;
 - c) Special grounding;
 - d) Cabling;
 - e) Space;
 - f) Humidity and temperature limits; and
 - g) Other considerations critical to the installation.
- 4.9.2.** The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.
- 4.9.3.** Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.
- 4.9.4.** If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.
- 4.9.5.** Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the

actual expenditures of Contractor or Authorized Dealer. In addition, Contractor may charge for expedited shipping.

4.9.6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Equipment.

4.9.7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

4.10. Inspection and Acceptance

4.10.1. All Products are subject to inspection at reasonable times and places before Acceptance.

4.10.2. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option:

- a) Declare Contractor to be in breach and terminate the Order;
- b) Demand replacement Product from Contractor at no additional cost to Purchasing Entity; or,
- c) Continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met.

4.10.3. Purchasing Entity shall confirm delivery, installation and Acceptance of all Products covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit B (Sample D&A Certificate)**, which shows Acceptance of the Product(s) and allows Contractor to invoice for the Product(s).

4.10.4. Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Product is installed, or as otherwise stated in a Participating Addendum.

4.10.5. Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Products are put to use. Acceptance of such Products may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Product(s) rejected and returned, or for which Acceptance is revoked.

4.10.6. Transfer of Title

- a) Contractor shall have exclusive title to the Products being delivered and the Products shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:
 - i) Purchasing Entity up-front purchase of the Device;
 - ii) Purchasing Entity exercising the purchase option at the end of a Fair Market Value Lease;
 - iii) Upon expiration of a Purchasing Entity's \$1 Buyout Lease; or

iv) Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.

b) Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

4.10.7. If any Services do not conform to Contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in conformity with Contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and reduce the Contract price to reflect the reduced value of Services performed.

4.11. Warranty Requirements

4.11.1. The Warranty period shall begin upon Acceptance of the Products, and shall be for a minimum of ninety (90) days for purchase, lease and rental Equipment ("Warranty Period"), and §4.11.2 through §4.11.8 shall only apply during the Warranty Period.

4.11.2. Devices that are sold under this Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.

4.11.3. Products shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.

4.11.4. If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractors obligations shall be limited solely to the repair or replacement of Products proven to be defective upon inspection.

4.11.5. Replacement of Products shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.

4.11.6. Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.

4.11.7. Upon significant failure of a Product, the warranty period shall commence again for the same amount of time as specified in §4.11.1. Significant failure shall be determined by the Participating State.

4.11.8. Contractor warranty obligations shall not apply if:

- a) Product is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;
- b) If a defective or non-Contractor authorized Accessory, Supply, software, or part is attached to, or used in the Device; and
- c) The Device is relocated to any place where Contractor Services are not available.

4.11.9. Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.

4.11.10. It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.

4.11.11. Lemon Clause

- a) This clause shall apply to all Devices that are purchased, leased, or rented under this Master Agreement.
- b) This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.
- c) The application period is thirty-six (36) months from the date of Acceptance.
- d) This clause shall take precedence over any other warranty or Services clauses associated with this Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.
- e) A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.
- f) Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period due to the same recurring related problems, shall be replaced with a like-for-like Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

4.12. Customer Service

4.12.1. Key Personnel. Contractor shall ensure that staff has been allocated appropriately to ensure compliance with this Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall ensure that there is always a single point of contact for the following positions:

- a) **Master Agreement Contract Administrator** - the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to this Master Agreement;
- b) **NASPO ValuePoint Reporting Contact** - Responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;
- c) **Master Agreement Marketing Manager** - Responsible for marketing this Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and
- d) **National Service Manager** - Responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position works with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.

4.12.2. Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, status of Orders, customer complaints and escalated issues.

4.12.3. Contractor shall provide full Service and support for Products during Normal Business Hours.

- 4.12.4.** Contractor shall have a designated customer service team who will be available by phone (via local or toll free number), fax, or email during Normal Business Hours.
- 4.12.5.** Customer service representatives shall have online access to account information and will respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

5. ADMINISTRATION OF ORDERS

5.1. Ordering and Invoicing Specifications

- 5.1.1.** Master Agreement Order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- 5.1.2.** Contractor shall accept procurement credit cards as a form of payment from Purchasing Entity, with no additional charge or fee assessed.
- 5.1.3.** Contractor shall provide a centralized billing option, upon request, and at the discretion of a Participating State or Entity.
- 5.1.4.** Authorized Dealers may invoice the Purchasing Entity directly, unless otherwise specified in a Participating Addendum.
- 5.1.5.** Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.
- 5.1.6.** Contractor may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.
- 5.1.7.** Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.
- 5.1.8.** This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other contractors having a NASPO ValuePoint Master Agreement, on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may, in its sole discretion, determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- 5.1.9.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Products, and/or Services contemplated by this Master Agreement.
- 5.1.10.** Contractor shall not begin work without a valid purchase order or other appropriate commitment document compliant with the law of the Purchasing Entity.
- 5.1.11.** Orders must be placed consistent with the terms of this Master Agreement, and only during the term of this Master Agreement.
- 5.1.12.** All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - a)** Name of Purchasing Entity;

- b) The name, phone number, and address of the Purchasing Entity representative;
- c) Order date;
- d) Description of the Product and/or Service ordered;
- e) Model number;
- f) Serial number;
- g) Price;
- h) This Master Agreement number; and
- i) Any additional information required by the Participating Entity.

5.1.13. All software Orders must reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.

5.1.14. All communications concerning administration of Orders placed shall be furnished solely to the authorized individual within the Purchasing Entity's location, or to such other individual identified in writing in the Order.

5.1.15. Contractor shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per §4.10.3.

5.1.16. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

5.1.17. Internet-based Portal and Electronic Catalogs. If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:

- a) The internet-based portal or electronic catalog shall clearly designate that the Products are part of this NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;
- b) All Environmentally Preferable Products (EPP) shall be clearly listed;
- c) If the Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;
- d) All information made available through the Participating State or Entity's eCommerce system is accurate and complies with this Master Agreement and the Participating Addendum; and
- e) Paper catalogs or catalogs on other digital media must be supplied to the Participating State or Entity upon request.

5.1.18. Substitutions are not allowed. If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on this Master Agreement Price List.

5.1.19. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery Order arrangement priced against this Master Agreement, may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery Order agreement.

5.1.20. Contractor's process for resolving disputed invoices, issuing refunds and/or credit, and addressing over-payments as well as Product returns is as follows:

- a) Purchasing Entity shall contact the local branch or Authorized Dealer via email or phone;
- b) If the local branch or Authorized Dealer is not able to resolve the issue, then the call will be escalated to the necessary regional or area personnel. Upon escalation, Contractor shall take the following steps to ensure customer satisfaction:
 - i) Meet with local staff responsible for the issue and/or discrepancy;
 - ii) Discuss the problem;
 - iii) Determine a solution that is appropriate and acceptable to the Purchasing Entity and implement that solution;
 - iv) Formulate an action plan to avoid a recurrence;
 - v) Document the occurrence and resolution; and
 - vi) Include the core information in the next scheduled account performance review with Contractor staff and Authorized Dealer personnel.

In all instances of dispute resolution, the Purchasing Entity may contact the Participating State Contract Administrator, or the Lead State for assistance in resolving the dispute.

5.2. Payment

Payment for completion of a Contract Order is normally made within thirty (30) days following the date the entire Order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days, the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance.

6. GENERAL PROVISIONS

6.1. Insurance

6.1.1. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

6.1.2. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a) Commercial General Liability covering premises operations, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence, \$2 million general aggregate, \$2 million Products and completed operations aggregate, and \$100,000 damage to property rented to Contractor.

- b) Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.
- c) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- d) Automobile Liability covering any auto (including owned, hired and non-owned), with a minimum limit of \$1,000,000 each accident combined single limit.

6.1.3. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

6.1.4. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:

- a) Names the Participating States identified in the Request for Proposal as additional insured's, and;
- b) Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

6.1.5. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

6.1.6. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

6.2. Records Administration and Audit

6.2.1. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or

Orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any Order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder but shall not be exercised more frequently than once per year by any Purchasing Entity.

- 6.2.2. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement or Orders, or underpayment of fees found as a result of the examination of the Contractor's records.
- 6.2.3. The rights and obligations herein right exist in addition to any quality assurance obligation in this Master Agreement requiring the Contractor to self-audit Contract obligations and that permits the Lead State to review compliance with those obligations.

6.3. Confidentiality, Non-Disclosure, and Injunctive Relief

- 6.3.1. **Confidentiality.** Contractor acknowledges that it and its employees or Authorized Dealers may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or Authorized Dealers in the performance of this Master Agreement, including, but not necessarily limited to:
 - a) Any Purchasing Entity's records;
 - b) Personnel records;
 - c) Information concerning individuals is Confidential Information of Purchasing Entity. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that:
 - i) Is or becomes (other than by disclosure by Contractor) publicly known;
 - ii) Is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement;
 - iii) Is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement;
 - iv) Is obtained from a source other than Purchasing Entity without the obligation of confidentiality;
 - v) Is disclosed with the written consent of Purchasing Entity; or
 - vi) Is independently developed by employees, Dealers or Subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 6.3.2. **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and Authorized Dealers of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to

believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

6.3.3. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, may cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

6.3.4. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

6.3.5. The rights granted to Purchasing Entities, and the Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to **§6.2, Records Administration and Audit**. To the extent permitted by law, Contractor shall notify the Lead State of any entity seeking access to the Confidential Information described in this subsection.

6.4. License of Pre-Existing Intellectual Property

To the extent a Product sold, leased, rented or licensed to a Purchasing Entity hereunder contains Intellectual Property not created under an Order that expressly requires Contractor to create such Intellectual Property ("Pre-existing Intellectual Property") and such Product comes with end user license document(s), such Purchasing Entity right to use such Pre-existing Intellectual Property shall be exclusively stated in such end user license document(s). To the extent a Product sold, leased, rented or licensed to a Purchasing Entity hereunder contains Pre-existing Intellectual Property and such Product does not come with end user license document(s), Contractor grants to the Purchasing Entity a non-exclusive, perpetual, irrevocable, unlimited license to use the Product in the manner and to the extent advertised by Contractor. The license shall be subject to any third-party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

6.5. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

6.6. Assignment/Subcontracts

6.6.1. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

6.6.2. The Lead State reserves the right to assign any rights or duties, including written assignment of Contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6.7. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's Key Personnel, in writing within ten (10) calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed in the Contractor's proposal.

6.8. Independent Contractor

6.8.1. Contractor shall perform duties as an Independent Contractor, and not as an employee. Neither the Contractor nor any employee or Authorized Dealer of the Contractor, shall be or deemed to be an employee of the Lead State, NASPO ValuePoint, and/or any Participating State or Entity.

6.8.2. Contractor acknowledges that its employees are not entitled to unemployment insurance benefits unless the Contractor or a Third Party provides such coverage, and that the Lead State, NASPO ValuePoint and any Participating State or Entity does not pay for or otherwise provide such coverage.

6.8.3. Contractor shall have no authority to bind the Lead State, NASPO ValuePoint and any Participating State or Entity to any agreements, liability, or understanding except as may be expressly set forth in this Master Agreement, Participating Addendum or an Order.

6.9. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of this Master Agreement.

6.10. Defaults and Remedies

6.10.1. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- a) Nonperformance of contractual requirements; or
- b) A material breach of any term or condition of this Master Agreement; or
- c) Any certification, representation or warranty by Contractor in this Master Agreement that proves to be untrue or materially misleading; or
- d) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- e) Any default specified in another section of this Master Agreement.

6.10.2. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part, if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis.

6.10.3. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- a) Exercise any remedy provided by law;
- b) Terminate this Master Agreement and any related Contracts or portions thereof;
- c) Impose liquidated damages as provided in this Master Agreement;
- d) Suspend Contractor from being able to respond to future Solicitations;
- e) Suspend Contractor's performance; and
- f) Withhold payment until the default is remedied.

6.10.4. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in this Master Agreement, in addition to those set forth in its Participating Addendum.

6.10.5. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

6.11. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or an Order.

6.12. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

6.13. Indemnification

6.13.1. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to real or tangible property arising from negligent act(s), error(s), or omission(s) of the Contractor, its employees or Subcontractors or volunteers, at any tier, relating to the performance under this Master Agreement.

6.13.2. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO

ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim by such third-party that a Contractor-branded Product or its use, infringes Intellectual Property rights owned by such third-party ("Intellectual Property Claim"). If such a claim is made or appears likely to be made, Contractor may enable Purchasing Entity to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, such Purchasing Entity agrees to return the Product to Contractor on its written request. Contractor will then give such Purchasing Entity a credit equal to:

- a) For Equipment, such Purchasing Entity's net book value provided it has followed generally-accepted accounting principles; and
- b) For software, the amount paid by such Purchasing Entity for it or twelve (12) months' charges (if subscription-based software).

6.13.3. The Contractor's obligations under this section shall not extend to any combination of the Product with any other Product, system or method, unless the Product, system or method is:

- a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;
- b) Specified by the Contractor to work with the Product;
- c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available Product, system or method capable of performing the same function; or
- d) It would be reasonably expected to use the Product in combination with such Product, system or method.

6.13.4. The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

6.14. No Waiver of Sovereign Immunity

6.14.1. In no event shall this Master Agreement, any Participating Addendum or any Contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

6.14.2. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating

State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

6.15. Governing Law and Venue

- 6.15.1.** The construction and effect of this Master Agreement shall be governed by the laws of the Lead State. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.
- 6.15.2.** The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- 6.15.3.** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

6.16. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any Goods or Services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

6.17. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

* Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.

CONTRACTOR
Ricoh USA, Inc.

By: Steven Bissey

Title: Director, State & Local Government

By: 

*Signature

Date: 7/29/19

STATE OF COLORADO

Jared S. Polis, Governor

Department of Personnel & Administration

State Purchasing & Contracts Office

Kara Veitch, Executive Director

By: 

John Chapman, State Purchasing Manager

Date: Aug 1, 2019

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: 

Date: 8/7/19

EXHIBIT A, PRICE LISTS

Group A Price List (posted as separate file)

Group B Price List (posted as separate file)

Group C Price List (posted as separate file)

Group D Price List (posted as separate file)

Group E Price List (posted as separate file)

Group F Price List (posted as separate file)

MPS Price List (posted as separate file)

Accessories for Discontinued Base Units Price List (posted as separate file)

EXHIBIT B, SAMPLE D&A CERTIFICATE

**NASPO VALUEPOINT MASTER AGREEMENT NO. 140602
AND THE STATE OF Insert Name of Participating State PARTICIPATING
ADDENDUM NO.
WITH Ricoh USA, Inc.**

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

EXHIBIT C, SAMPLE MPS STATEMENT OF WORK

Agency/Customer:		Contractor:	
Contact Name:		Contact Name:	
Address:		Address:	
Email:		Email:	
Phone:		Phone:	
Fax:		Fax:	
		Contractor website:	
Print Assessment Date:		Period of Performance:	
Statement of Work must incorporate the following documents:			
NASPO ValuePoint Master Agreement # 140602		[Imbed document here]	
Participating Addendum # _____		[Imbed document here]	
Contractor's Print Assessment		[Imbed document here]	

Statement of Work, at a minimum, must include the following elements:**1. Introduction:**

Describe your current environment. What is your inventory, including owned, rented, or leased Devices?

2. Scope:

Include Project scope (i.e. single-function, multi-function printers etc.) and software

3. Out of Scope:

This Project does not cover the following functions or deliverables:

4. Objective:

The main objective of this project is:
System and procedures will be set up to allow:

5. Location:

Enter all physical locations of where work will be performed

6. Discovery/Assessment:

Contractor will be required to discover/assess Purchasing Entity print environment as described below:

Deliverables:

Describe the deliverables for Discovery/Assessment

Checkpoints:

Describe the checkpoints for Discovery/Assessment

7. Data Security

Include description of data security requirements

8. Data Breach

Describe any data breach requirements

9. Equipment Guarantees

Describe downtime, on-site service, response time etc. (Note: this section must, at a minimum, adhere to the same requirements as outlined in the Master Agreement and/or Participating Addendum)

10. End of Life/Equipment replacement

Insert description of end of life/equipment replacement process

11. Implementation:

Deliverables:

Describe the deliverables for Implementation

Checkpoints:

Describe the checkpoints for Implementation

User Acceptance Testing:

Describe User Acceptance Testing for Implementation

Production Rollout:

Describe the Production Rollout for Implementation

12. Contractor Staff and Support

Describe Contractor staff roles and their availability

13. Purchasing Entity Roles and Responsibilities

Insert description of Purchasing Entity Roles and Responsibilities including:

Contacts:

Project Manager

End-User Representative

System Administrator

Technical Support

General and Technical Responsibilities:

Insert description of Purchasing Entity Roles and Responsibilities

14. Performance Penalties

Insert description of Contractor Performance Penalties

15. Payment

Describe billing cycles and invoice information

This Agreement is entered into by and between the [Purchasing Entity], located at [Agency address] and [Contractor] licensed to conduct business in the State of _____ ("Contractor"), located at [Contractor address] for the purpose of providing *Managed Print Services*.

The signatories to this Managed Print Services Agreement represent that they have the authority to bind their respective organizations to this Agreement.

In Witness Whereof, the parties hereto, having read this Managed Print Services Agreement in its entirety, including all attachments, have executed this Agreement.

This Agreement is effective this _____ day of _____, 2____.

Initial term of this Agreement is _____ year(s) or until _____.

Maximum term of this Agreement is five (5) years, or until _____.

Contractor Signature	Date	Purchasing Entity Signature	Date
Contractor or Authorized Dealer Printed Name, Title		Purchasing Entity Printed Name, Title	

EXHIBIT D, AUTHORIZED DEALERS BY STATE

Ricoh Dealer List (posted as separate file)

EXHIBIT E, AUTHORIZED DEALER FORM**Manufacturer Name:** _____

(Check one)

- ☐ The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Copiers and Managed Print Services Master Agreement.
- ☐ The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Copiers and Managed Print Services Master Agreement for the following reason:

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: _____
(Contractor Representative)

Date: _____

Signed: _____
(Authorized Dealer Representative)

Date: _____

(Print First and Last Name of Authorized Dealer Representative)

EXHIBIT F, NASPO VALUEPOINT DETAILED SALES REPORTING TEMPLATE



**NASPO ValuePoint
Detailed Sales Repo**

ATTACHMENT A, RICOH MASTER LEASE AGREEMENT**RICOH**

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Master Lease Agreement
NASPO ValuePoint

Number: _____

CUSTOMER INFORMATION

Full Legal Name				
Address				
City	State	Zip	Contact	Telephone Number
Federal Tax ID Number*	Facsimile Number		E-mail Address	
<i>(Do Not Insert Social Security Number)</i>				

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("RicoH") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

- 1. Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- 2. Schedules; Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within five (5) business days after any Product is installed.
- 3. Term; Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the acceptance date of the Equipment or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within forty-five (45) days of its due date, you will pay to us, in addition to that Payment, a late charge of 1% per month of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You agree to pay \$25.00 for each check returned for insufficient funds. You also agree that, except as set forth in Section 18 below, **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT.** All Payments to us are "net"

and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. **Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
5. **Taxes and Fees.** In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. As compensation for our internal and external costs in the administration of taxes related to each unit of Product, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of the applicable Schedule, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of the applicable Schedule to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. **YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU.** However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. **WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS."** The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. **YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.**
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
8. **Indemnity, Liability and Insurance.** (a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and

loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within forty-five (45) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule with written notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal; Return of Product.** YOU WILL NOTIFY US IN WRITING OF YOUR INTENT TO EITHER TERMINATE SUCH SCHEDULE OR TO EXTEND IT ON A MONTH-TO-MONTH BASIS, OR FOR TWLEVE (12) MONTHS, AND SUCH NOTICE SHALL BE GIVEN AT LEAST THIRTY (30) DAYS PRIOR, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS PRIOR, TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE. AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14, UNLESS YOUR NOTICE EXTENDED THE TERM FOR TWELVE (12) MONTHS. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. We will cleanse and purge (if capable), at no additional cost to you, all data from hard drives in the Equipment prior to removing the Equipment from your location or from any hard drive prior to such hard drive being removed from your location ("Data Management Services"). In the event, you elect to retain possession of a hard drive, you agree to pay us the specified hard drive retention charge. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you

under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH THE APPLICABLE PARTICIPATING ADDENDUM DESIGNATES. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
 - (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
 - (b) Non-Appropriation/Non-Substitution. (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least thirty (30) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

- (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____ Facsimile Number: _____	Accepted by: RICOH USA, INC. By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____ Facsimile Number: _____
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ATTACHMENT B, RICOH LEASE SCHEDULE



Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule

NASPO ValuePoint

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
	\$	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt: ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.
- Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____
--	--

ATTACHMENT C, RICOH SCHEDULE WITH PURCHASE OPTION**RICOH**

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule
with Purchase Option
NASPO ValuePoint

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)

Minimum Payment (Without Tax)
\$

Minimum Payment Billing Frequency
<input type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Other: _____

Advance Payment
<input type="checkbox"/> 1 st Payment
<input type="checkbox"/> 1 st & Last Payment
<input type="checkbox"/> Other: _____

Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate)Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)

Customer Billing Reference Number (P.O.#, etc.) _____

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non- appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**

3. Purchase Option:

(a) Purchase Option Price:

☐ Fair Market Value Purchase Option (plus any applicable tax)

☐ \$1.00 Purchase Option (plus any applicable tax)

(b) Unless the above Purchase Option price is the \$1.00 Purchase Option, Customer agrees that this transaction is a true rental. If the above Purchase Option price is the \$1.00 Purchase Option, then

(i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule. You are required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Product and, if we are required by the applicable taxing jurisdiction to pay such taxes, you shall promptly reimburse us for such tax payments;

(ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product; and

(iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed.

(c) If the above Purchase Option price is the Fair Market Value Purchase Option, then notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule, you will have the option at the end of the original term, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product covered by this Schedule at a purchase price equal to the then-existing fair market value of such Product. You must give us at least thirty (30) days written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product or that you will return the related Product to us. In the event that you exercise such option, fair market value of the Product will be defined as the price a willing buyer will pay to a willing seller with no obligation to sell or purchase the Product in an open market. If both parties cannot agree to a price, you may request an independent appraisal by an appraiser approved by us, and both parties agree to the value as determined by the appraiser. All appraisal costs are to be borne by you. You agree to pay all sales tax, use tax and other similar tax payable in connection with the purchase of the Product. This purchase option shall not apply to any Software.

(d) If the above Purchase Option price is the Fair Market Value Purchase Option, then upon receipt by us of payment of the Purchase Option price described in clause of this Paragraph 3, we will transfer our interest in the related Product to you "AS IS, WHERE IS" without any representation or warranty whatsoever, and this Schedule will terminate.

4. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.

5. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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ATTACHMENT D, RICOH RENTAL AGREEMENT

RICOH**RENTAL AGREEMENT
(NASPO ValuePoint)**

This Rental Agreement ("Agreement") is made between Ricoh USA, Inc. and that entity identified as Customer below. It has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, Customer. When we use "we", "us", or "our" we are referring to Ricoh USA, Inc.

CUSTOMER INFORMATION

Customer Billing Contact: _____

Full Legal Name _____

Phone (ext) _____ Fax / Email _____

Customer Location Address _____

Customer Billing Address (if different) _____

City _____ County _____ State _____ Zip _____

City _____ County _____ State _____ Zip _____

EQUIPMENT DESCRIPTION ("Equipment")

Quantity	Equipment Description: Make, Model, & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number

☐ Check if Additional Equipment Schedule attached**PAYMENT SCHEDULE**

Minimum Term: _____ (months)	Payment Due: (check one) <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	Payment Without Tax \$ _____	Advance Payment: \$ _____ (Tax Incl'd) by Check = _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other _____
---	---	--	---

Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.): _____
 Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS:

- Agreement:** You agree to rent from us the equipment ("Equipment") listed above or identified in the attached Schedule. Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Agreement. You agree that the Equipment will be used solely for lawful business purposes and not for personal, family or household purposes and the "Customer Location" is a business address. Our signature indicates our acceptance of this Agreement. Notwithstanding anything herein to the contrary, you may terminate this Agreement with respect to any item of Equipment provided under this Agreement by giving us not less than thirty (30) days prior written notice.
- Location of Equipment:** You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment.
- Ownership of Equipment; Assignment:** We are the sole owner and titleholder to the Equipment. You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. You agree that we may sell or assign any of our interests with written notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us.
- Taxes and Filing Costs:** In addition to the payments under this Agreement, you agree to pay all taxes, fees, and filing costs related to the use of the Equipment, even if billed after the end of the term of this Agreement. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.
- UCC Filing:** To protect our rights in the Equipment in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Agreement as a financing statement and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
- Warranties:** We transfer to you, without recourse, for the term of this Agreement, any written warranties made by the manufacturer with respect to the Equipment. WE MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE. You acknowledge that you have selected the Equipment you are renting from us based on your own judgment and you hereby affirmatively disclaim reliance on any oral representation concerning the Equipment made to you.
- Maintenance of Our Equipment and Agency:** You agree to maintain the Equipment throughout the rental term with Ricoh or an authorized Ricoh dealer pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear. *(The terms and conditions set forth on the next page of this Agreement are hereby incorporated herein by reference.)*

8. **Indemnity, Liability and Insurance:** (a) To the extent not prohibited by applicable law, each party to this Agreement agrees to indemnify, defend and hold the other harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of the indemnified party or the damage, loss or destruction of any tangible property of the indemnified party to the extent caused by the negligence or intentional acts or omissions of the indemnifying party. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are responsible for any damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons to the extent the damage or injury is caused by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limit, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. Such insurance will provide that we will be given thirty (30) days' advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Agreement until the payment obligations are fully satisfied.

9. **Renewal and Return of Equipment:** After the minimum term or any extension, you agree to return the Equipment in good condition, ordinary wear and tear, excepted. We will cleanse and purge (if capable), at no additional cost to you, all data from hard drives in the Equipment prior to removing the Equipment from your location or from any hard drive prior to such hard drive being removed from your location ("Data Management Services"). In the event, you elect to retain possession of a hard drive, you agree to pay us the specified hard drive retention charge. Notwithstanding our obligation to cleanse and purge such hard drives, you expressly acknowledge and agree that (i) you are aware of the security alternatives available to you, (ii) you have assessed such alternatives and exercised your own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for your needs and compliance, and (iii) we do not provide legal advice with respect to information security or represent or warrant that our Data Management Services or products are appropriate for your needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect your business, information retention strategies and standards, or information security requirements. Additionally, you expressly acknowledge and agree that, (a) you are responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is your sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect your business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of you, and you shall indemnify and hold harmless us and our subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising therefrom or related thereto.

10. **Agreement Payments:** Payments will begin on the acceptance date of the Equipment, or such later date as Ricoh may designate. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not made within forty-five (45) days of its due date, you agree to pay a late charge of 1% per month on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds.

11. **Default:** If you do not pay any amount within 45 days of its due date, or breach any other term of this Agreement, you are in default. If you default, we have the right to exercise any and all legal remedies available to us by applicable laws, including Article 2A of the Uniform Commercial Code. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE EQUIPMENT). Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Agreement present valued at the discount rate of 3% to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Agreement. We may repossess the Equipment and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any cost associated with any action to enforce this Agreement. This action will not void your responsibility to maintain and care for the Equipment, nor will Ricoh be liable for any action taken on our behalf. Default also includes your becoming insolvent, your assignment of assets for the benefit of creditors, your filing for bankruptcy protection or failure of the guarantor to honor its commitment. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

12. **Business Agreement and Choice of Law:** YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH THE APPLICABLE PARTICIPATING ADDENDUM DESIGNATES. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.

13. **No Waiver or Set off:** You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION.

14. **Delivery & Acceptance Certificate:** If requested, you agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Equipment is installed.

15. **Counterparts, Facsimiles:** This Agreement may be executed in counterparts. The counterpart that has our original signature and or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile, the facsimile copy, upon execution by us, shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limit, serial numbers), agreement identification numbers and or dates in this Agreement. You agree that the facsimile of this Agreement manually signed by us, when attached to the facsimile copy signed by you, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Agreement containing your manual signature.

CUSTOMER

Name	Authorized Signer	Title	Date
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RICOH USA, INC.

Name	Authorized Signer	Title	Date
------	-------------------	-------	------

ATTACHMENT E, RICOH RENTAL AGREEMENT SCHEDULE

RICOHRicoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355**Product Schedule - RENTAL**

(NASPO ValuePoint)

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule - Rental (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
	\$	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt: ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)**TERMS AND CONDITIONS**

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. Notwithstanding anything to the contrary contained in the Lease Agreement, you may terminate this Schedule with respect to any Product provided under this Schedule by giving us thirty (30) days prior written notice. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: <input checked="" type="checkbox"/> _____ Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

Short Term Lease Agreement - Attachment A-(Terms and Conditions)

- Page 78

9. RENTAL PAYMENTS: Payments will begin on the acceptance date of the Equipment, or such later date as Ricoh may designate. You agree to pay us each rental payment when it is due and if any payment is more than 13 days late, you agree to pay a late charge of 1% of the maximum amount allowed by applicable law on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds. You agree to pay a one-time documentation fee if it appears on the front of this Agreement.

10. LOCATION OF EQUIPMENT: You will keep the Equipment at the customer location specified in the Agreement. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designees to conduct inspections of the Equipment.

11. DEFAULT: IF YOU DO NOT PAY ANY AMOUNT WITHIN FORTY-FIVE (45) DAYS, OR BREACH ANY OTHER TERM OF THIS AGREEMENT, YOU ARE IN DEFAULT. IF YOU DEFAULT, WE HAVE THE RIGHT TO EXERCISE ANY AND ALL LEGAL REMEDIES AVAILABLE TO US BY APPLICABLE LAWS. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES YOU HAVE THEREUNDER. We may repossess the Equipment and pursue you for any deficiency balance after we dispose of the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and costs associated with any action to enforce the Agreement. This action will not void your responsibility to maintain and care for the Equipment nor will Ricoh be liable for any action taken on our behalf. Default shall also include your becoming insolvent, your assignment of assets for the benefit of creditors, your filing for bankruptcy protection or the failure of the guarantor to honor its commitments.

12. BUSINESS AGREEMENT AND CHOICE OF LAW: YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAWS OF THE STATE IN WHICH THE APPLICABLE PARTICIPATING ADDENDUM DESIGNATES. YOU ALSO AGREE TO SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE WHERE THE EQUIPMENT IS LOCATED, OR AT OUR OPTION, PENNSYLVANIA, TO RESOLVE ANY ACTION UNDER THIS AGREEMENT. WE BOTH WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT.

13. NO WAIVER OF SETOFF: You agree that our delay or failure to exercise any rights, does not prevent us from exercising these at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be modified to the maximum extent as permitted by law. All lease payments to us are "net" and are not subject to setoff or reduction without our consent.

ATTACHMENT G, RICOH MASTER MAINTENANCE AND SALE AGREEMENT

MASTER MAINTENANCE & SALE
AGREEMENT
NASPO ValuePoint

CUSTOMER INFORMATION				
Full Legal Name				
Address				
City		State		Zip Code

This Master Maintenance & Sale Agreement ("Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on an Order (defined below). In order to obtain Products and/or Services from Ricoh hereunder, Customer will either: (i) execute an order form (in a form to be provided and executed by Ricoh) referencing this Agreement; or (ii) issue a purchase order to Ricoh (each, an "Order"). Either party may terminate this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

Terms applicable to Service transactions only:

1. Services.

- (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.
- (b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.
- (c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in an Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday (“Normal Business Hours”) at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, “RicoH Holidays”). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, if and when available and only in the event and to the extent that RicoH agrees to provide such non-standard coverage, will be charged at the Master Agreement rates in effect at the time the service call is made. While on-site at any Customer location, RicoH personnel shall comply with Customer’s reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to RicoH in advance and in writing and do not conflict with the terms and conditions of this Agreement.
3. **Term; Early Termination.** Each Order shall become effective on the date that RicoH accepts the Order, and shall continue for the term identified in the Order. The duration of the initial term and any extension or renewal thereto are collectively referred to as the “Term.” Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides RicoH at least thirty (30) days prior written notice. RicoH may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as RicoH is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, Customer shall pay to RicoH, an early termination fee in accordance with the terms and conditions of the Master Agreement.
4. **Service Charges.**
 - (a) Service charges (“Service Charges”) will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer’s limited warranty during the period covered by any such warranty. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that RicoH registers with a third-party vendor prequalification service and RicoH agrees to register, Customer will be charged for RicoH’s registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service.
 - (b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. RicoH reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the Master Agreement rates at the time of the Order.
5. **Use of Recommended Supplies; Meter Readings.**
 - (a) It is not a condition of this Agreement that Customer use only RicoH-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then RicoH may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a “per call” basis at RicoH’s Master Agreement rates. If RicoH determines that Customer has used more RicoH-provided supplies than the manufacturer’s recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or RicoH may refuse Customer additional supply shipments.
 - (b) Customer is required to provide RicoH actual and accurate meter readings in accordance with the billing schedule set forth on an Order. RicoH may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions (“AMR”). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR (“Data”) is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** RicoH uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. RicoH retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. RicoH may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-RicoH third party in a form that personally identifies the Customer. RicoH may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of RicoH and/or its licensors protected by copyright, trade secret and other laws and treaties. RicoH retains full title, ownership and all intellectual property rights in and to AMR.
 - (c) If an actual and accurate meter reading is not supplied to RicoH in accordance with the billing schedule set forth on an Order, RicoH may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by RicoH in a subsequent billing cycle following Customer providing actual and accurate meter readings. If RicoH visits Customer location to

obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate, per the Master Agreement.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.
7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).
8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.
9. **Indemnification.** To the extent not prohibited by applicable law, each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.
11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer upon delivery by Ricoh to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

- 12. Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to the lesser of ten percent (10%) of the purchase price or \$200.00. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsalable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

- 13. Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("RicoH Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the RicoH Equipment will be in good working order and will be free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the RicoH Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the RicoH Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the RicoH Equipment, or (d) the RicoH Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.
- 14. Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.
- 15. Payment; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue for forty-five (45) days, Customer agrees to pay Ricoh a late charge of one percent (1.0%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

- 16. Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.
- 17. Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.
- 18. Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.
- 19. Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.
- 20. Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state in which the applicable participating addendum designates without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall be subject to this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

RICOH USA, INC.

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT H, RICOH ENTERPRISE SERVICES MASTER AGREEMENT



ENTERPRISE SERVICES MASTER AGREEMENT
NASPO VALUEPOINT

CUSTOMER INFORMATION					
Full Legal Name					
Address					
City		State		Zip Code	

This Enterprise Services Master Agreement (this "**Agreement**") is made on this _____ day of _____, 20 ("Effective Date"), by and between Ricoh USA, Inc. ("**Ricoh**"), with its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355-1453 and the customer listed above ("**Customer**"). The parties hereby agree as follows:

1. **Products; Services.** From time to time, Customer and/or its Affiliates (defined below) may desire to purchase from Ricoh and/or its Affiliates: (a) certain equipment, software licenses or subscriptions, consumables, accessories and other goods ("**Products**"); and (b) certain services, including those that may be performed by Ricoh personnel or any Ricoh subcontractor's personnel ("**Personnel**"), in connection with, or independent of, Customer's purchase(s) of Products under this Agreement ("**Services**"), each as may be more specifically set forth in an Order Form (defined below). "**Affiliate**" means, with respect to any specified person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person or entity. For purposes of this definition, "control," when used with respect to any specified person or entity, means the power to direct the management and policies of such person or entity, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the term "controlled" has the meaning correlative to the foregoing. In order to obtain Products and/or Services from Ricoh or its Affiliates pursuant to this Agreement, Customer shall enter into a binding Service Order, Statement of Work or other written instrument acceptable to Ricoh (an "**Order Form**"). In the event a Ricoh Affiliate and/or Customer Affiliate executes an Order Form, then: (i) all references to "Ricoh" and "Customer" in this Agreement shall mean the Ricoh Affiliate and Customer Affiliate who execute the Order Form; (ii) in all events, the sole contracting parties for all purposes related to such Order Form shall be the Ricoh Affiliate and Customer Affiliate who execute such Order Form; and (iii) Customer and each such Customer Affiliate shall be jointly and severally responsible for acts, omissions and obligations under the Order Form executed by such Customer Affiliate, including, without limitation, obligations under this Agreement as incorporated therein.
2. **Invoicing and Payment.** Ricoh shall invoice Customer for the fees and any other charges set forth in an Order Form. Payments are due within thirty (30) days from the date of the applicable invoice. Customer agrees that it will remit payments in the form of company checks, direct debit or wires only. All fees, rates and other charges provided for in this Agreement or set forth on an Order Form are exclusive of all federal, state, municipal or other governmental excise, sales, use or similar taxes, which taxes (other than taxes relating to Ricoh's income) will be billed to Customer if required to be collected and remitted by Ricoh. Customer agrees to reimburse Ricoh for all reasonable travel and out-of-pocket expenses incurred by Ricoh in connection with the performance of the Services. If any invoiced amount is not paid within forty-five (45) days of its due date, Customer will pay, in addition to that amount, a late charge of one percent (1%) per month of the overdue payment (but in no event greater than the maximum amount allowed by applicable law). Ricoh may suspend or terminate any Services and/or additional deliveries of Products for non-payment. If Customer disputes a charge or charges on a given invoice, other than fixed (or minimum) fees or charges specified in an Order Form, Customer shall pay all non-disputed amounts and provide prompt written notice, with supporting documentation, of the disputed charges to Ricoh. Customer will not be charged a late fee on any charges reasonably disputed by Customer in accordance with this Agreement.
3. **Warranties.** Ricoh warrants that the Services will be performed: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the applicable Order Form. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities set forth in the Order Form.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN AN ORDER FORM, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

4. **Intellectual Property Rights.** Intellectual property rights, including the design, development and delivery of all inventions, business methods, processes, concepts, drawings, designs, blueprints, photographs, sketches, works of authorship, reports, plans, software (in source and object code format), documentation, databases, data, information and other materials (whether intangible or tangible), prepared or created by Ricoh in the course of the performance of the Services shall, upon creation, become the property of Ricoh ("Ricoh Property") and Ricoh shall retain all ownership rights in the Ricoh Property; provided, however, that Ricoh Property shall not include, and Ricoh shall not acquire ownership of data, materials or content provided by Customer. Nothing contained in any Order Form shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Order Form or that may be independently developed by Ricoh outside the scope of the Order Form. Customer shall not use any Products or Services provided by Ricoh for any unlawful purpose. Subject to payment of all relevant fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in the applicable Order Form or other transaction documents) license solely for its internal business purposes, and may use, display, and distribute (within Customer's organization only) the Ricoh Property, except as otherwise limited hereunder or under the Order Form. For purposes of clarity, any Order Form and the foregoing license relates to the Services only, and software programs (whether on-site or hosted) shall not be deemed to be deliverables or "Services." All licensing of Ricoh and/or third-party software shall be as provided in Section 5 hereunder.
5. **Software.** All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in any applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor"). Ricoh has no right, title or interest in any third-party software and Ricoh makes no representations and provides no warranties with respect thereto. Customer is solely responsible for entering into Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses.
6. **Term and Termination.** This Agreement shall be effective on the Effective Date and shall remain in effect for so long as any current or renewal term of any Order Form executed by Ricoh and Customer remains in effect. Any expiration or earlier termination of this Agreement shall not, however, be deemed to terminate, alter or otherwise modify the term of any Order Form entered into by the parties, which shall remain in effect in accordance with its terms. Upon termination of the Services, Customer shall: (a) permit Ricoh to remove from Customer's location any Ricoh-owned equipment and supplies; (b) pay to Ricoh all fees and charges incurred by Customer through the date of termination of the Services under this Agreement; and (c) pay to Ricoh any applicable termination fee.
7. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to terminate any Order Form, in whole or in part, or this Agreement immediately: (a) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; (b) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue unremedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (c) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding.
8. **Confidentiality.** "Confidential Information" shall mean information in any form which may be disclosed in the performance of this Agreement or an Order Form and which: (a) is identified as confidential; or (b) should reasonably be understood by the receiving party to be confidential and proprietary, including information relating to the Products, Services, data used or generated in the provision of the Services, or any of a party's products, operations, processes, plans or intentions, know-how, trade secrets, market opportunities or business affairs. Neither party is permitted to divulge, and each party must ensure that its employees, agents and subcontractors do not divulge, to any third-party, any Confidential Information of the

other party without the other party's prior written consent, except to authorized representatives of Customer or to employees or subcontractors of Ricoh who have a need to access such Confidential Information to perform the Services contemplated hereunder. Confidential Information shall not include information which: (i) at the time of disclosure is in the public domain; (ii) after disclosure becomes part of the public domain by publication or otherwise through no fault of the receiving party; (iii) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction; or (iv) can be established to have been independently developed and so documented by the receiving party or obtained by the receiving party from any person not in breach of any confidential obligations to the disclosing party. The terms of this Agreement and any Order Form shall not be considered to be Confidential Information. Customer acknowledges and agrees that it shall not provide any sensitive information, personal data or information that is otherwise regulated by applicable law, rule, statute, regulation or guidance document without first notifying Ricoh in writing so the parties may, if required, enter into additional terms and conditions related to such information.

Notwithstanding anything in this Agreement to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect Customer's business or data retention, and any actions required to comply with such laws. RICOH DOES NOT PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.

9. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, automobile liability (if applicable), property insurance (for owned, rented or leased equipment/property used by each party) professional liability/error and omissions (if applicable), and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of an Order Form (or this Agreement whichever is longer). Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement. Each party shall also require that all of its subcontractors maintain similar coverages. Such insurance policies will be primary for that party's exposure relative to any insurance purchased or maintained by the other party, and be evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled without thirty (30) days' written notice to the other party. With regard to the general liability insurance and automobile liability insurance, each party's insurance shall be endorsed so the insurer will waive subrogation rights against the other party.
10. **Indemnification.** To the extent not prohibited by applicable law, each party ("**Indemnifying Party**") shall indemnify, defend and hold harmless the other ("**Indemnified Party**") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Customer warrants and represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having Ricoh perform Services under this Agreement. Customer shall further indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any law or regulation, including, without limitation, claims relating to: (a) shipping of any regulated materials (e.g., hazardous materials) arising from Ricoh's shipping of materials provided by or on behalf of Customer hereunder; (b) Customer's use of personal or other regulated data in conjunction with any one or more Services; and (c) import, export and re-export control (collectively, "**Import/Export Laws**") arising from Customer's use of the Services and/or any software or web-based solution provided or contemplated under this Agreement. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable shipping laws or regulations and Import/Export Laws, and for obtaining any applicable authorization or license thereunder. Customer represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Import/Export Law. If Ricoh provides any On-Site Services (as defined in an Order Form), Customer shall indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees and expenses) for actual or alleged infringement of any intellectual property right, including but not limited to copyright, trademark, or right of publicity, and breach of confidentiality arising from the copying of materials provided by Customer hereunder. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this section may apply.
11. **Limitations.**
 - 11.1 Ricoh shall be excused from any delay or failure in performance of the Services under this Agreement for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable

control.













































- 11.2** IN NO EVENT SHALL RICOH'S LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED, IN THE AGGREGATE, THE AMOUNT RICOH RECEIVED FROM CUSTOMER HEREUNDER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE LIABILITY.
- 11.3** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.4** THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
- 12. Out of Scope Services.** Notwithstanding anything to the contrary in this Agreement or any Order Form, the Services do not include, and Ricoh shall have no obligation to provide, or any liability for, any Out of Scope Services. "Out of Scope Services" means: (a) any service that is not specified in an Order Form; and (b) the operation or maintenance of any heavy equipment or machinery, including forklifts and stackers; the use or operation of any non-Ricoh vehicles; the handling or delivery of cash, checks, securities or negotiable instruments; security services, including x-ray, screening, guard or similar security measures; catering services; the leasing of real estate; chauffeur, limo or shuttle services; and the shipping, handling, or delivery of lithium batteries (unless the shipping of lithium batteries has been expressly agreed to by Ricoh and Customer agrees that such shipping will be performed in accordance with Ricoh's Lithium Shipping Procedures, which shall be provided upon request), explosives, drugs, chemicals, hazardous materials, biological materials, medical supplies, medical wastes, food items, and other perishables.
- 13. Non-Solicitation.** Either during any Personnel's assignment to Customer or within one (1) year after the completion of such an assignment, should Customer directly or indirectly solicit, hire or otherwise employ any such Personnel in any manner whatsoever to perform services similar to those Services provided to Customer hereunder or have any Personnel provide such services through a third-party, then Customer shall pay Ricoh, as a one-time placement fee as compensation for the screening, hiring and training costs incurred by Ricoh with respect to the replacement of each such Personnel, a sum equal to one (1) years' salary for each such Personnel Customer hires, engages or otherwise employs (but in no event more than \$50,000 for each such Personnel).
- 14. Subcontracting and Assignment.** Customer acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage subcontractors, including non-U.S. subcontractors, to perform any portion of the Services on Ricoh's behalf. If Ricoh engages any subcontractor, Ricoh shall be fully responsible for the subcontractor's performance in accordance with the terms of this Agreement and the applicable Order Form, and any breach by any such subcontractor shall be deemed a breach by Ricoh. Ricoh shall provide Customer with reasonably available information about its subcontractors upon written request from Customer. Customer shall not assign this Agreement or any Order Form, or any of its obligations under this Agreement or any Order Form, whether voluntarily or by process of law, without the prior written consent of Ricoh, which consent shall not be unreasonably delayed, withheld or conditioned.
- 15. On-Site Services.** To the extent that On-Site Services are performed pursuant to an Order Form, then the terms of this Section 15 shall apply. If Ricoh determines, in its sole discretion, that it must increase wages paid to Personnel who are performing the On-Site Services, whether due to a change in applicable law or otherwise, then, upon notice to Customer, Ricoh may increase the minimum fee and any rate in any Order Form by a commensurate amount, as long as it does not exceed Master Agreement pricing.
- 16. Miscellaneous.**
- 16.1 Customer Policies and Procedures; Cooperation.** While at Customer's site, all Personnel shall comply with Customer's reasonable site safety and security policies, provided they are first provided in writing in advance to Ricoh, do not conflict with this Agreement or any Order Form, and do not impose any additional financial or legal burden on Ricoh. Customer shall provide access to its facilities, networks, systems, and Customer personnel, and otherwise cooperate with Ricoh in the design, implementation, delivery, administration and management of the Services.
- 16.2 Purchases of Products.** All purchased Products are shipped FOB Destination. Title to purchased Products shall pass to Customer upon acceptance of the Product, at which time Customer assumes all risk of loss, theft or damage. Within five (5) days of delivery, Customer shall notify Ricoh in writing if any purchased Product is defective or does not conform to the manufacturer's specifications, in which case Ricoh shall promptly repair or replace the

defective or non-conforming purchased Product. Purchased Product shall be deemed accepted by Customer if Customer fails to notify Ricoh of any non-conformity or defect as described above. Customer's obligation to accept and pay for purchased Product is not contingent on Ricoh's provision of Services.

- 16.3 Governing Law.** This Agreement and any Order Form shall be governed by the laws of the state in which the applicable participating addendum designates both as to interpretation and performance, without regard to its choice of law requirements.
- 16.4 Order of Precedence.** This Agreement establishes the general commercial terms and conditions that will govern all Order Forms, however it may be necessary to supplement or modify this Agreement with respect to certain Products or Services provided under a given Order Form. Therefore, in the event of any conflict or inconsistency between this Agreement and any Order Form, the following order of precedence shall prevail: (a) the Order Form shall control, unless otherwise expressly stated in the Order Form, followed by (b) the terms and conditions set forth in this Agreement.
- 16.5 Waiver; Severability.** The delay or failure of either party to enforce at any time any of the provisions of this Agreement or any Order Form shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement and each Order Form. If any provision of this Agreement or any Order Form is held to be invalid or unenforceable, such provision shall be construed by modifying it to the minimum extent necessary to make it valid or enforceable (if permitted by law) or, if not, then it shall be construed as though this Agreement and each Order Form did not contain the particular provision held to be invalid or unenforceable.
- 16.6 Survival.** Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of Sections 8 (Confidentiality), 9 (Insurance), 10 (Indemnification), 11 (Limitations), 15 (On-Site Services) and 16.9 (Notices; Promotional Materials) shall survive the expiration or earlier termination of this Agreement. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 16.7 Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order Form will have the same force and effect as manual signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.
- 16.8 Notices; Promotional Materials.** All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the mail, addressed to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid. Neither party shall (orally or in writing) make any media release or issue any promotional materials concerning this Agreement or the subject matter hereof without the prior written approval of the other party, which shall not be unreasonably withheld, conditioned or delayed.

CUSTOMER	RICOH USA, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ATTACHMENT I, SOFTWARE EULA'S

					
Hot Spot Enterprise EULA.pdf	FRS V2 EULA.pdf	frevvo-On-Premise-EULA.pdf	Fasoo EULA.pdf	EULA-Access.doc	EULA GlobalScan NX.pdf
					
ephesoft-eula.pdf	End User Software License 3.18.2019 Click Agreement (EULA).pdf	End User License	ELPNX V2 EULA.pdf	DW Cloud EULA.docx	DocuWare ONPREMISE EULA Eng
					
DMNX EULA.pdf	DM_LIBRARY-#93239-DM_LIBRARY-#79077-v2-TERMS_OF_SERVICEv1-Intersystem_Rider_		CAP V2 EULA.pdf	CAP ES v2 EULA.pdf	CAC EULA.pdf
					
AtRemote EP EULA.pdf	@Remote EULA.pdf	Symphion MCLSA form master (Ricoh) v	Stethos IBS EULA.pdf	Stethos BOP EULA.pdf	SLNX Global EULA.pdf
					
SIPRNet EULA.pdf	Ricoh IPDS EULA.pdf	Ricoh EDE EULA.docx	RCM EULA.docx	PPDM 2016 EULA rfg071407.pdf	PDF Pro eulaeng.rtf
					
PaperCut EULA.pdf	opentext-legal-eula-v3-usa-en.pdf	LRS VPSX EULA for both Term & Perpetu.	license_eng_exp.pdf	Laserfiche OnPremise 10.4.rtf	Laserfiche Cloud Subscription Agreeeme
					
kofax_product_install_or_download_eula_janULaplusCopitrakeCopULAincludesCopy.pdf	Kofax ControlSuite_E	Kofax ControlSuite_E	Kofax ControlSuite_E ULA.pdf	Kofax License and Warranty Information.	Kofax ControlSuite EULA.pdf
					
IntegratedCloudEnvironment_Terms_of_Ser	Hot Spot MFP EULA.pdf				



Ricoh USA, Inc.
300 Eagleview Blvd #200
Exton, PA 19341

Master Lease Agreement

Attachment A

Number: _____

CUSTOMER INFORMATION

Full Legal Name				
Address				
City	State	Zip	Contact	Telephone Number
Federal Tax ID Number*	Facsimile Number		E-mail Address	
<i>(Do Not Insert Social Security Number)</i>				

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd #200, Exton, PA 19341.

- Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- Schedules; Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
- Term: Payments.**
 - The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due sixty (60) days from the Effective Date. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule.
 - In the event that you terminate the Maintenance Agreement (as defined hereunder) between you and the Servicer (as defined hereunder) relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for ten (10) days following written notice (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts to assist you in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under the Maintenance Agreement.
 - A Schedule may be terminated in whole or in part by you in accordance with this Section 3(c) whenever you determine that such a termination is in your best interest. Any such termination shall be affected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, you agree to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), an amount equal to the sum of: (i) with respect to such terminated Product, financed Software and any Software Licenses, an amount which equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus, (ii) with respect to Service or maintenance obligations, if any, an amount equal to the lesser of four (4) months of the monthly Payment for such Service or maintenance obligations or twenty five percent (25%) of the remaining Maintenance Agreement term, plus (iii) any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. We shall supply you with the actual number of Payments remaining and the total amount due, and you shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).
 - You also agree that, except as set forth in this Agreement, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
- Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.

5. **Taxes and Fees.** In addition to the payments under this Lease Agreement, the State agrees to pay any fines or penalties incurred by the State in connection with the purchase, ownership, possession, leasing, renting, operation, control or use of the Product. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.
6. **Warranties:** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
8. **Indemnity, Liability and Insurance.** (a) (intentionally omitted), (b) You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value.. Upon our request and to the extent not prohibited by law, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within sixty (60) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. In the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs and fees.. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs and fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal; Return of Product.** AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL IMMEDIATELY TERMINATE UNLESS YOU NOTIFY US IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE OF YOUR INTENT TO RENEW; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses of the Product and will insure the Product for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard

any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.
16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE OF NEW JERSEY. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE OF NEW JERSEY TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES ACKNOWLEDGE THAT RICOH MAY ASSIGN THIS LEASE AGREEMENT TO WELLS FARGO AS THE FINANCING ENTITY FOR THIS LEASE AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE SOLELY AGAINST ASSIGNEE (WELLS FARGO), BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
 - (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
 - (b) Non-Appropriation/Non-Substitution. (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
 - (c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be

used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

- (d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: X	By: _____
Authorized Signer Signature	Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: 6/20/23	Title: _____ Date: _____
Facsimile Number: _____	Facsimile Number: _____



Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule
NASPO ValuePoint

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule (this “Schedule”) is between Ricoh USA, Inc. (“we” or “us”) and _____, as customer or lessee (“Customer” or “you”). This Schedule constitutes a “Schedule,” “Product Schedule,” or “Order Agreement,” as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the “Lease Agreement”) identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

PRODUCT/EQUIPMENT DESCRIPTION (“Product”)

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
	\$	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt: ☐ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- 1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms “Lease Payment” and “Commencement Date” rather than “Payment” and “Effective Date,” then, for purposes of this Schedule, the term “Payment” shall have the same meaning as “Lease Payment,” and the term “Effective Date” shall have the same meaning as “Commencement Date.”
- 2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- 3. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____
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RICOH
Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

**Product Schedule
with Purchase Option
NASPO ValuePoint**

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule with Purchase Option (this “Schedule”) is between Ricoh USA, Inc. (“we” or “us”) and _____, as customer or lessee (“Customer” or “you”). This Schedule constitutes a “Schedule,” “Product Schedule,” or “Order Agreement,” as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the “Lease Agreement”) identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

PRODUCT DESCRIPTION (“Product”)

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
	\$	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____
Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms “Lease Payment” and “Commencement Date” rather than “Payment” and “Effective Date,” then, for purposes of this Schedule, the term “Payment” shall have the same meaning as “Lease Payment,” and the term “Effective Date” shall have the same meaning as “Commencement Date.”
2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
3. Purchase Option:
(a) Purchase Option Price:

☐ Fair Market Value Purchase Option (plus any applicable tax)

☐ \$1.00 Purchase Option (plus any applicable tax)

- (b) Unless the above Purchase Option price is the \$1.00 Purchase Option, Customer agrees that this transaction is a true rental. If the above Purchase Option price is the \$1.00 Purchase Option, then
- (i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule. You are required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Product and, if we are required by the applicable taxing jurisdiction to pay such taxes, you shall promptly reimburse us for such tax payments;
 - (ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product; and
 - (iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed.
- (c) If the above Purchase Option price is the Fair Market Value Purchase Option, then notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule, you will have the option at the end of the original term, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product covered by this Schedule at a purchase price equal to the then-existing fair market value of such Product. You must give us at least thirty (30) days written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product or that you will return the related Product to us. In the event that you exercise such option, fair market value of the Product will be defined as the price a willing buyer will pay to a willing seller with no obligation to sell or purchase the Product in an open market. If both parties cannot agree to a price, you may request an independent appraisal by an appraiser approved by us, and both parties agree to the value as determined by the appraiser. All appraisal costs are to be borne by you. You agree to pay all sales tax, use tax and other similar tax payable in connection with the purchase of the Product. This purchase option shall not apply to any Software.
- (d) If the above Purchase Option price is the Fair Market Value Purchase Option, then upon receipt by us of payment of the Purchase Option price described in clause (c) of this Paragraph 3, we will transfer our interest in the related Product to you “AS IS, WHERE IS” without any representation or warranty whatsoever, and this Schedule will terminate.
4. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.
5. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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RENTAL AGREEMENT (NASPO ValuePoint)

This Rental Agreement ("Agreement") is made between Ricoh USA, Inc. and that entity identified as Customer below. It has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, Customer. When we use "we", "us", or "our" we are referring to Ricoh USA, Inc.

CUSTOMER INFORMATION

Customer Billing Contact: _____

Full Legal Name _____

Phone (ext) _____ Fax / Email _____

Customer Location Address _____

Customer Billing Address (if different) _____

City _____ County _____ State _____ Zip _____

City _____ County _____ State _____ Zip _____

EQUIPMENT DESCRIPTION ("Equipment")

Quantity	Equipment Description: Make, Model, & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number

☐ Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Term: _____ (months)	Payment Due: (check one) <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	Payment Without Tax \$ _____	Advance Payment: \$ _____ (Tax Incl'd) by Check # _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other _____
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Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.): _____

Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS:

1. **Agreement:** You agree to rent from us the equipment ("Equipment") listed above or identified in the attached Schedule. Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Agreement. You agree that the Equipment will be used solely for lawful business purposes and not for personal, family or household purposes and the "Customer Location" is a business address. Our signature indicates our acceptance of this Agreement. **Notwithstanding anything herein to the contrary, you may terminate this Agreement with respect to any item of Equipment provided under this Agreement by giving us not less than thirty (30) days prior written notice.**
2. **Location of Equipment:** You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment.
3. **Ownership of Equipment; Assignment:** We are the sole owner and titleholder to the Equipment. You will keep the Equipment free of all liens and encumbrances. **YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT.** You agree that we may sell or assign any of our interests with written notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us.
4. **Taxes and Filing Costs:** In addition to the payments under this Agreement, you agree to pay all taxes, fees, and filing costs related to the use of the Equipment, even if billed after the end of the term of this Agreement. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.
5. **UCC Filing:** To protect our rights in the Equipment in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Agreement as a financing statement and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
6. **Warranties:** We transfer to you, without recourse, for the term of this Agreement, any written warranties made by the manufacturer with respect to the Equipment. **WE MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.** You acknowledge that you have selected the Equipment you are renting from us based on your own judgment and you hereby affirmatively disclaim reliance on any oral representation concerning the Equipment made to you.
7. **Maintenance of Our Equipment and Agency:** You agree to maintain the Equipment throughout the rental term with Ricoh or an authorized Ricoh dealer pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear. *(The terms and conditions set forth on the next page of this Agreement are hereby incorporated herein by reference.)*

8. **Indemnity, Liability and Insurance:** (a) To the extent not prohibited by applicable law, each party to this Agreement agrees to indemnify, defend and hold the other harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of the indemnified party or the damage, loss or destruction of any tangible property of the indemnified party to the extent caused by the negligence or intentional acts or omissions of the indemnifying party. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are responsible for any damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons to the extent the damage or injury is caused by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limit, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. Such insurance will provide that we will be given thirty (30) days' advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Agreement until the payment obligations are fully satisfied.

9. **Renewal and Return of Equipment:** After the minimum term or any extension, you agree to return the Equipment in good condition, ordinary wear and tear, excepted. We will cleanse and purge (if capable), at no additional cost to you, all data from hard drives in the Equipment prior to removing the Equipment from your location or from any hard drive prior to such hard drive being removed from your location ("Data Management Services"). In the event, you elect to retain possession of a hard drive, you agree to pay us the specified hard drive retention charge. Notwithstanding our obligation to cleanse and purge such hard drives, you expressly acknowledge and agree that (i) you are aware of the security alternatives available to you, (ii) you have assessed such alternatives and exercised your own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for your needs and compliance, and (iii) we do not provide legal advice with respect to information security or represent or warrant that our Data Management Services or products are appropriate for your needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect your business, information retention strategies and standards, or information security requirements. Additionally, you expressly acknowledge and agree that, (a) you are responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is your sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect your business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of you, and you shall indemnify and hold harmless us and our subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising therefrom or related thereto.

10. **Agreement Payments:** Payments will begin on the acceptance date of the Equipment, or such later date as Ricoh may designate. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not made within forty-five (45) days of its due date, you agree to pay a late charge of 1% per month on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds.

11. **Default:** If you do not pay any amount within 45 days of its due date, or breach any other term of this Agreement, you are in default. If you default, we have the right to exercise any and all legal remedies available to us by applicable laws, including Article 2A of the Uniform Commercial Code. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE EQUIPMENT). Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Agreement present valued at the discount rate of 3% to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Agreement. We may repossess the Equipment and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any cost associated with any action to enforce this Agreement. This action will not void your responsibility to maintain and care for the Equipment, nor will Ricoh be liable for any action taken on our behalf. Default also includes your becoming insolvent, your assignment of assets for the benefit of creditors, your filing for bankruptcy protection or failure of the guarantor to honor its commitment. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

12. **Business Agreement and Choice of Law:** YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH THE APPLICABLE PARTICIPATING ADDENDUM DESIGNATES. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.

13. **No Waiver or Set off:** You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION.

14. **Delivery & Acceptance Certificate:** If requested, you agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Equipment is installed.

15. **Counterparts; Facsimiles:** This Agreement may be executed in counterparts. The counterpart that has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile, the facsimile copy, upon execution by us, shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limit, serial numbers), agreement identification numbers and/or dates in this Agreement. You agree that the facsimile of this Agreement manually signed by us, when attached to the facsimile copy signed by you, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Agreement containing your manual signature.

[SIGNATURE PAGE TO FOLLOW]

CUSTOMER

Name	Authorized Signer	Title	Date
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RICOH USA, INC.

Name	Authorized Signer	Title	Date
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Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule - RENTAL
(NASPO ValuePoint)

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule - Rental (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
	\$	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____


Sales Tax Exempt: ☐ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **Notwithstanding anything to the contrary contained in the Lease Agreement, you may terminate this Schedule with respect to any Product provided under this Schedule by giving us thirty (30) days prior written notice. THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____
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		<h1>Short Term Lease Agreement</h1> <p>NASPO ValuePoint</p>				Phone # Cell #		Date: Sales Rep email:		
Address:										
SHIP TO					BILL TO					
Company:					Company:					
Address:					Contact:					
Room:					Address:					
City:		State:		Zip	City:		State:		Zip:	
e-mail:					Phone #:					
Contact #1:		Email:			Wendy Wolfe			Phone:		
Contact #2:		Email:								
EQUIPMENT										
Qty	Model	Description	Power	Lease Rate	Lease Term	Meter Type	Copies Included	Overage Rate	Serial #	Equip ID #
ADDITIONAL										
Qty.	Description						Unit Price	Extended Price		
Customer Authorization (Signature Required)					Term	Lease Inclusions		Lease Charges		
Customer Signature:		Date:			Start Date	<input type="checkbox"/> Std Weekday Service <input type="checkbox"/> After-hour Service <input type="checkbox"/> Supplies <input type="checkbox"/> Connectivity/Software <input type="checkbox"/> Weekend Service		Lease Rate		
Name (please print):		Title:			End Date			Delivery and Removal		
								Networking		
								Sub Total		
RICOH Authorization					Delivery Information		Tax			
Sales Signature:		Date:			Requested Delivery Date		Total			
Name (please print):		Title:			Delivery Time Frame: 12pm to 3pm					
Customer agrees to lease from RICOH USA, Inc the Equipment listed above. You agree this Lease is for the entire lease term indicated above. You also agree that the Equipment will be used solely for business purposes and not for personal, family or household purposes and the "Ship To" location is a business address. THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS THEY HAVE THE AUTHORITY TO DO SO. The additional Terms and Conditions on Attachment A are hereby incorporated by reference and made a part of this agreement.					Removal Date					
					Desired Pickup Time					
							Credit Card Information			
		1-month minimum lease period. Non-Cancellable.					Name On Card:			
							Credit Card #			
							Credit Card Expires:			

Short Term Lease Agreement - Attachment A-(Terms and Conditions)

1. **LEASE AGREEMENT** ("Agreement"): Customer ("You") agrees to lease from Ricoh USA, Inc. ("Ricoh" "we" or "us") the equipment ("Equipment") covered by this Agreement. You agree to all of the terms and conditions contained in this Agreement. You agree this Agreement is for the entire Agreement term. Our acceptance of this Agreement is indicated by our signature.
2. **OWNERSHIP OF EQUIPMENT/ASSIGNMENT**: We are the sole owner and titleholder to the Equipment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT. You agree that we may transfer our interest in this Agreement upon written notice to you and the Equipment to a wholly owned subsidiary of ours or to grant a security interest in this Agreement and the Equipment to any of our lenders.
3. **TAXES AND FILING COSTS**: In addition to the Agreement payments, you agree to pay all taxes, fees, and filing costs related to the possession and use of the Equipment during the Agreement term. If we are required to file and pay property tax, you agree to reimburse us. We will bill you the property tax as soon as an invoice is received from the local jurisdiction. At our request you agree to file and pay taxes directly to the taxing jurisdiction or pay to us taxes in advance of the time that the taxes are due to the taxing authority based on our reasonable estimates of the tax.
4. **UCC FILING**: You authorize us or our designee to sign, on your behalf, any documents in connection with the Uniform Commercial Code filing and to insert the serial number(s) of the Equipment in this Agreement (including any schedules) and in all filings. At our request, you will sign and provide such documents for filing purposes.
5. **WARRANTIES**: We transfer to you, without recourse, for the term of this Agreement, any written warranties made by the manufacturer with respect to the Equipment. WE MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE. You acknowledge that you have selected the Equipment you are leasing from us based on your own judgment and you hereby affirmatively disclaim reliance on any oral representation concerning the Equipment made to you.
6. **MAINTENANCE AND CARE OF OUR EQUIPMENT AND AGENCY**: You agree to maintain the Equipment throughout the lease term with Ricoh or an authorized Ricoh dealer pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear.
7. **LIABILITY, INSURANCE AND INDEMNITY**: (a) To the extent not prohibited by applicable law, each Party to this Agreement agrees to indemnify, defend and hold the other harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of the indemnified party or the damage, loss or destruction of any tangible property of the indemnified party to the extent caused by the negligence or intentional acts or omissions of the indemnifying party. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are responsible for any damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons to the extent the damage or injury is caused by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limit, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. Such insurance will provide that we will be given thirty (30) days' advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Agreement until the payment obligations are fully satisfied.
8. **RENEWAL AND RETURN OF EQUIPMENT**: After the minimum term or any extension the Equipment will be picked up by us. The Equipment must be received in good condition and working order by us or our designees. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of this Lease, you will immediately return the Equipment to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. . You must pay additional monthly Payments at the same rate as then in effect under this Lease, until the Equipment is returned by you and is received in good condition and working order by us or our designees. We will cleanse and purge (if capable), at no additional cost to you, all data from hard drives in the Equipment prior to removing the Equipment from your location or from any hard drive prior to such hard drive being removed from your location ("Data Management Services"). In the event you elect to retain possession of a hard drive, you agree to pay us the specified hard drive retention charge. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Equipment will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
9. **RENTAL PAYMENTS**: Payments will begin on the acceptance date of the Equipment, or such later date as Ricoh may designate. You agree to pay us each rental payment when it is due and if any payment is more than 15 days late, you agree to pay a late charge of 1% or the maximum amount allowed by applicable law on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds. You agree to pay a one-time documentation fee if it appears on the front of this Agreement.
10. **LOCATION OF EQUIPMENT**: You will keep the Equipment at the customer location specified in the Agreement. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designees to conduct inspections of the Equipment.
11. **DEFAULT**: IF YOU DO NOT PAY ANY AMOUNT WITHIN FORTY-FIVE (45) DAYS, OR BREACH ANY OTHER TERM OF THIS AGREEMENT, YOU ARE IN DEFAULT. IF YOU DEFAULT, WE HAVE THE RIGHT TO EXERCISE ANY AND ALL LEGAL REMEDIES AVAILABLE TO US BY APPLICABLE LAWS YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES YOU HAVE THEREUNDER. We may repossess the Equipment and pursue you for any deficiency balance after we dispose of the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and costs associated with any action to enforce the Agreement. This action will not void your responsibility to maintain and care for the Equipment nor will Ricoh be liable for any action taken on our behalf. Default shall also include your becoming insolvent, your assignment of assets for the benefit of creditors, your filing for bankruptcy protection or the failure of the guarantor to honor its commitments.
12. **BUSINESS AGREEMENT AND CHOICE OF LAW**: YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAWS OF THE STATE IN WHICH THE APPLICABLE PARTICIPATING ADDENDUM DESIGNATES. YOU ALSO AGREE TO SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE WHERE THE EQUIPMENT IS LOCATED, OR AT OUR OPTION, PENNSYLVANIA, TO RESOLVE ANY ACTION UNDER THIS AGREEMENT. WE BOTH WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT.
13. **NO WAIVER OF SET OFF**: You agree that our delay or failure to exercise any rights, does not prevent us from exercising these at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be modified to the minimum extent as permitted by law. All lease payments to us are "net" and are not subject to setoff or reduction without our consent.



MASTER MAINTENANCE & SALE
AGREEMENT
 NASPO ValuePoint

CUSTOMER INFORMATION					
Full Legal Name					
Address					
City			State		Zip Code

This Master Maintenance & Sale Agreement (“Agreement”) sets forth the specific terms and conditions under which Ricoh USA, Inc. (“Ricoh”) agrees to sell the specific equipment, software, and/or hardware (“Products”) and/or provide the services (“Services”) identified on an Order (defined below). In order to obtain Products and/or Services from Ricoh hereunder, Customer will either: (i) execute an order form (in a form to be provided and executed by Ricoh) referencing this Agreement; or (ii) issue a purchase order to Ricoh (each, an “Order”). Either party may terminate this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

Terms applicable to Service transactions only:

1. Services.

- (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the “Serviced Products”), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.
- (b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer’s specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.
- (c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer’s specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer’s request and paid at Ricoh’s applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in an Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday (“Normal Business Hours”) at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, “Ricoh Holidays”). Travel and labor-time for

the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at the Master Agreement rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.

3. **Term; Early Termination.** Each Order shall become effective on the date that Ricoh accepts the Order, and shall continue for the term identified in the Order. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, an early termination fee in accordance with the terms and conditions of the Master Agreement.
4. **Service Charges.**
 - (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service.
 - (b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the Master Agreement rates at the time of the Order.
5. **Use of Recommended Supplies; Meter Readings.**
 - (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's Master Agreement rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.
 - (b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.
 - (c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate, per the Master Agreement.
6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided.

Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).
8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.
9. **Indemnification.** To the extent not prohibited by applicable law, each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.
11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer upon delivery by Ricoh to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.
12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to the lesser of ten percent (10%) of the purchase price or \$200.00. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsalable

merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("Rico Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Rico Equipment will be in good working order and will be free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Rico Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Rico Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Rico Equipment, or (d) the Rico Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.
14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.
15. **Payment; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue for forty-five (45) days, Customer agrees to pay Ricoh a late charge of one percent (1.0%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.
16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified

in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

- 17. Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.
- 18. Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh’s control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh’s or its supplier’s then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh’s control.
- 19. Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.
- 20. Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state in which the applicable participating addendum designates without regard to its conflict of laws principles. The parties hereto also agree to submit to the non- exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall be subject to this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____



ENTERPRISE SERVICES MASTER AGREEMENT
NASPO VALUEPOINT

CUSTOMER INFORMATION					
Full Legal Name					
Address					
City			State		Zip Code

This Enterprise Services Master Agreement (this “**Agreement**”) is made on this _____ day of _____, 20 (“**Effective Date**”), by and between Ricoh USA, Inc. (“**Ricoh**”), with its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355-1453 and the customer listed above (“**Customer**”). The parties hereby agree as follows:

- Products; Services.** From time to time, Customer and/or its Affiliates (defined below) may desire to purchase from Ricoh and/or its Affiliates: (a) certain equipment, software licenses or subscriptions, consumables, accessories and other goods (“**Products**”); and (b) certain services, including those that may be performed by Ricoh personnel or any Ricoh subcontractor’s personnel (“**Personnel**”), in connection with, or independent of, Customer’s purchase(s) of Products under this Agreement (“**Services**”), each as may be more specifically set forth in an Order Form (defined below). “**Affiliate**” means, with respect to any specified person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person or entity. For purposes of this definition, “control,” when used with respect to any specified person or entity, means the power to direct the management and policies of such person or entity, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the term “controlled” has the meaning correlative to the foregoing. In order to obtain Products and/or Services from Ricoh or its Affiliates pursuant to this Agreement, Customer shall enter into a binding Service Order, Statement of Work or other written instrument acceptable to Ricoh (an “**Order Form**”). In the event a Ricoh Affiliate and/or Customer Affiliate executes an Order Form, then: (i) all references to “Ricoh” and “Customer” in this Agreement shall mean the Ricoh Affiliate and Customer Affiliate who execute the Order Form; (ii) in all events, the sole contracting parties for all purposes related to such Order Form shall be the Ricoh Affiliate and Customer Affiliate who execute such Order Form; and (iii) Customer and each such Customer Affiliate shall be jointly and severally responsible for acts, omissions and obligations under the Order Form executed by such Customer Affiliate, including, without limitation, obligations under this Agreement as incorporated therein.
- Invoicing and Payment.** Ricoh shall invoice Customer for the fees and any other charges set forth in an Order Form. Payments are due within thirty (30) days from the date of the applicable invoice. Customer agrees that it will remit payments in the form of company checks, direct debit or wires only. All fees, rates and other charges provided for in this Agreement or set forth on an Order Form are exclusive of all federal, state, municipal or other governmental excise, sales, use or similar taxes, which taxes (other than taxes relating to Ricoh’s income) will be billed to Customer if required to be collected and remitted by Ricoh. Customer agrees to reimburse Ricoh for all reasonable travel and out-of-pocket expenses incurred by Ricoh in connection with the performance of the Services. If any invoiced amount is not paid within forty-five (45) days of its due date, Customer will pay, in addition to that amount, a late charge of one percent (1%) per month of the overdue payment (but in no event greater than the maximum amount allowed by applicable law). Ricoh may suspend or terminate any Services and/or additional deliveries of Products for non-payment. If Customer disputes a charge or charges on a given invoice, other than fixed (or minimum) fees or charges specified in an Order Form, Customer shall pay all non-disputed amounts and provide prompt written notice, with supporting documentation, of the disputed charges to Ricoh. Customer will not be charged a late fee on any charges reasonably disputed by Customer in accordance with this Agreement.
- Warranties.** Ricoh warrants that the Services will be performed: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the applicable Order Form. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh’s attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh’s performance of Services is dependent upon Customer’s timely and effective performance of its responsibilities set forth in the Order Form.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN AN ORDER FORM, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

- Intellectual Property Rights.** Intellectual property rights, including the design, development and delivery of all inventions, business

methods, processes, concepts, drawings, designs, blueprints, photographs, sketches, works of authorship, reports, plans, software (in source and object code format), documentation, databases, data, information and other materials (whether intangible or tangible), prepared or created by Ricoh in the course of the performance of the Services shall, upon creation, become the property of Ricoh ("Ricoh Property") and Ricoh shall retain all ownership rights in the Ricoh Property; provided, however, that Ricoh Property shall not include, and Ricoh shall not acquire ownership of data, materials or content provided by Customer. Nothing contained in any Order Form shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Order Form or that may be independently developed by Ricoh outside the scope of the Order Form. Customer shall not use any Products or Services provided by Ricoh for any unlawful purpose. Subject to payment of all relevant fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in the applicable Order Form or other transaction documents) license solely for its internal business purposes, and may use, display, and distribute (within Customer's organization only) the Ricoh Property, except as otherwise limited hereunder or under the Order Form. For purposes of clarity, any Order Form and the foregoing license relates to the Services only, and software programs (whether on-site or hosted) shall not be deemed to be deliverables or "Services." All licensing of Ricoh and/or third-party software shall be as provided in Section 5 hereunder.

5. **Software.** All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in any applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor"). Ricoh has no right, title or interest in any third-party software and Ricoh makes no representations and provides no warranties with respect thereto. Customer is solely responsible for entering into Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses.
6. **Term and Termination.** This Agreement shall be effective on the Effective Date and shall remain in effect for so long as any current or renewal term of any Order Form executed by Ricoh and Customer remains in effect. Any expiration or earlier termination of this Agreement shall not, however, be deemed to terminate, alter or otherwise modify the term of any Order Form entered into by the parties, which shall remain in effect in accordance with its terms. Upon termination of the Services, Customer shall: (a) permit Ricoh to remove from Customer's location any Ricoh-owned equipment and supplies; (b) pay to Ricoh all fees and charges incurred by Customer through the date of termination of the Services under this Agreement; and (c) pay to Ricoh any applicable termination fee.
7. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to terminate any Order Form, in whole or in part, or this Agreement immediately: (a) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; (b) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (c) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding.
8. **Confidentiality.** "Confidential Information" shall mean information in any form which may be disclosed in the performance of this Agreement or an Order Form and which: (a) is identified as confidential; or (b) should reasonably be understood by the receiving party to be confidential and proprietary, including information relating to the Products, Services, data used or generated in the provision of the Services, or any of a party's products, operations, processes, plans or intentions, know-how, trade secrets, market opportunities or business affairs. Neither party is permitted to divulge, and each party must ensure that its employees, agents and subcontractors do not divulge, to any third-party, any Confidential Information of the other party without the other party's prior written consent, except to authorized representatives of Customer or to employees or subcontractors of Ricoh who have a need to access such Confidential Information to perform the Services contemplated hereunder. Confidential Information shall not include information which: (i) at the time of disclosure is in the public domain; (ii) after disclosure becomes part of the public domain by publication or otherwise through no fault of the receiving party; (iii) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction; or (iv) can be established to have been independently developed and so documented by the receiving party or obtained by the receiving party from any person not in breach of any confidential obligations to the disclosing party. The terms of this Agreement and any Order Form shall not be considered to be Confidential Information. Customer acknowledges and agrees that it shall not provide any sensitive information, personal data or information that is otherwise regulated by applicable law, rule, statute, regulation or guidance document without first notifying Ricoh in writing so the parties may, if required, enter into additional terms and conditions related to such information.

Notwithstanding anything in this Agreement to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect Customer's business or data retention, and any actions required to comply with such laws. RICOH DOES NOT PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.

9. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, automobile liability (if applicable), property insurance (for owned, rented or leased equipment/property used by each party)

professional liability/error and omissions (if applicable), and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of an Order Form (or this Agreement whichever is longer). Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement. Each party shall also require that all of its subcontractors maintain similar coverages. Such insurance policies will be primary for that party's exposure relative to any insurance purchased or maintained by the other party, and be evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled without thirty (30) days' written notice to the other party. With regard to the general liability insurance and automobile liability insurance, each party's insurance shall be endorsed so the insurer will waive subrogation rights against the other party.

10. Indemnification. To the extent not prohibited by applicable law, each party ("**Indemnifying Party**") shall indemnify, defend and hold harmless the other ("**Indemnified Party**") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Customer warrants and represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having Ricoh perform Services under this Agreement. Customer shall further indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any law or regulation, including, without limitation, claims relating to: (a) shipping of any regulated materials (e.g., hazardous materials) arising from Ricoh's shipping of materials provided by or on behalf of Customer hereunder; (b) Customer's use of personal or other regulated data in conjunction with any one or more Services; and (c) import, export and re-export control (collectively, "**Import/Export Laws**") arising from Customer's use of the Services and/or any software or web-based solution provided or contemplated under this Agreement. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable shipping laws or regulations and Import/Export Laws, and for obtaining any applicable authorization or license thereunder. Customer represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Import/Export Law. If Ricoh provides any On-Site Services (as defined in an Order Form), Customer shall indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees and expenses) for actual or alleged infringement of any intellectual property right, including but not limited to copyright, trademark, or right of publicity, and breach of confidentiality arising from the copying of materials provided by Customer hereunder. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this section may apply.

11. Limitations.

- 11.1** Ricoh shall be excused from any delay or failure in performance of the Services under this Agreement for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control.
- 11.2** IN NO EVENT SHALL RICOH'S LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED, IN THE AGGREGATE, THE AMOUNT RICOH RECEIVED FROM CUSTOMER HEREUNDER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE LIABILITY.
- 11.3** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.4** THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

12. Out of Scope Services. Notwithstanding anything to the contrary in this Agreement or any Order Form, the Services do not include, and Ricoh shall have no obligation to provide, or any liability for, any Out of Scope Services. "Out of Scope Services" means: (a) any service that is not specified in an Order Form; and (b) the operation or maintenance of any heavy equipment or machinery, including forklifts and stackers; the use or operation of any non-Ricoh vehicles; the handling or delivery of cash, checks, securities or negotiable instruments; security services, including x-ray, screening, guard or similar security measures; catering services; the leasing of real estate; chauffer, limo or shuttle services; and the shipping, handling, or delivery of lithium batteries (unless the shipping of lithium batteries has been expressly agreed to by Ricoh and Customer agrees that such shipping will be performed in accordance with Ricoh's Lithium Shipping Procedures, which shall be provided upon request), explosives, drugs, chemicals, hazardous materials, biological materials, medical supplies, medical wastes, food items, and other perishables.

13. Non-Solicitation. Either during any Personnel's assignment to Customer or within one (1) year after the completion of such an

assignment, should Customer directly or indirectly solicit, hire or otherwise employ any such Personnel in any manner whatsoever to perform services similar to those Services provided to Customer hereunder or have any Personnel provide such services through a third-party, then Customer shall pay Ricoh, as a one-time placement fee as compensation for the screening, hiring and training costs incurred by Ricoh with respect to the replacement of each such Personnel, a sum equal to one (1) years' salary for each such Personnel Customer hires, engages or otherwise employs (but in no event more than \$50,000 for each such Personnel).

14. Subcontracting and Assignment. Customer acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage subcontractors, including non-U.S. subcontractors, to perform any portion of the Services on Ricoh's behalf. If Ricoh engages any subcontractor, Ricoh shall be fully responsible for the subcontractor's performance in accordance with the terms of this Agreement and the applicable Order Form, and any breach by any such subcontractor shall be deemed a breach by Ricoh. Ricoh shall provide Customer with reasonably available information about its subcontractors upon written request from Customer. Customer shall not assign this Agreement or any Order Form, or any of its obligations under this Agreement or any Order Form, whether voluntarily or by process of law, without the prior written consent of Ricoh, which consent shall not be unreasonably delayed, withheld or conditioned.

15. On-Site Services. To the extent that On-Site Services are performed pursuant to an Order Form, then the terms of this Section 15 shall apply. If Ricoh determines, in its sole discretion, that it must increase wages paid to Personnel who are performing the On-Site Services, whether due to a change in applicable law or otherwise, then, upon notice to Customer, Ricoh may increase the minimum fee and any rate in any Order Form by a commensurate amount, as long as it does not exceed Master Agreement pricing.

16. Miscellaneous.

16.1 Customer Policies and Procedures; Cooperation. While at Customer's site, all Personnel shall comply with Customer's reasonable site safety and security policies, provided they are first provided in writing in advance to Ricoh, do not conflict with this Agreement or any Order Form, and do not impose any additional financial or legal burden on Ricoh. Customer shall provide access to its facilities, networks, systems, and Customer personnel, and otherwise cooperate with Ricoh in the design, implementation, delivery, administration and management of the Services.

16.2 Purchases of Products. All purchased Products are shipped FOB Destination. Title to purchased Products shall pass to Customer upon acceptance of the Product, at which time Customer assumes all risk of loss, theft or damage. Within five (5) days of delivery, Customer shall notify Ricoh in writing if any purchased Product is defective or does not conform to the manufacturer's specifications, in which case Ricoh shall promptly repair or replace the defective or non-conforming purchased Product. Purchased Product shall be deemed accepted by Customer if Customer fails to notify Ricoh of any non-conformity or defect as described above. Customer's obligation to accept and pay for purchased Product is not contingent on Ricoh's provision of Services.

16.3 Governing Law. This Agreement and any Order Form shall be governed by the laws of the state in which the applicable participating addendum designates both as to interpretation and performance, without regard to its choice of law requirements.

16.4 Order of Precedence. This Agreement establishes the general commercial terms and conditions that will govern all Order Forms, however it may be necessary to supplement or modify this Agreement with respect to certain Products or Services provided under a given Order Form. Therefore, in the event of any conflict or inconsistency between this Agreement and any Order Form, the following order of precedence shall prevail: (a) the Order Form shall control, unless otherwise expressly stated in the Order Form, followed by (b) the terms and conditions set forth in this Agreement.

16.5 Waiver; Severability. The delay or failure of either party to enforce at any time any of the provisions of this Agreement or any Order Form shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement and each Order Form. If any provision of this Agreement or any Order Form is held to be invalid or unenforceable, such provision shall be construed by modifying it to the minimum extent necessary to make it valid or enforceable (if permitted by law) or, if not, then it shall be construed as though this Agreement and each Order Form did not contain the particular provision held to be invalid or unenforceable.

16.6 Survival. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of Sections 8 (Confidentiality), 9 (Insurance), 10 (Indemnification), 11 (Limitations), 15 (On-Site Services) and 16.9 (Notices; Promotional Materials) shall survive the expiration or earlier termination of this Agreement. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

16.7 Signatures. Each party agrees that electronic signatures of the parties on this Agreement and any Order Form will have the same force and effect as manual signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

16.8 Notices; Promotional Materials. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the mail, addressed to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid. Neither party shall (orally or in writing) make any media release or issue any promotional materials concerning this Agreement or the subject matter hereof without the prior written approval

of the other party, which shall not be unreasonably withheld, conditioned or delayed.

CUSTOMER	RICOH USA, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ATTACHMENT I, SOFTWARE EULA'S

 @Remote EULA.pdf	 AtRemote EP EULA.pdf	 CAC EULA.pdf	 FRS V2 EULA.pdf	 frewo-On-Premise-E ULA.pdf	 Fasoo EULA.pdf
 EULA-Access.doc	 EULA GlobalScan NX.pdf	 ephesoft-eula.pdf	 End User Software License 3.18.2019 Clic	 End User License Agreement (EULA).pd	 ELPNX V2 EULA.pdf
 DW Cloud EULA.docx	 DocuWare ONPREMISE EULA Eng	 DMNX EULA.pdf	 DM_LIBRARY-#93239-DM_LIBRARY-#79077- v2-TERMS_OF_SERVIC v1-Intersystem_Rider_	 CAP V2 EULA.pdf	 CAP V2 EULA.pdf
 CAP ES v2 EULA.pdf	 Symphon MCLSA form master (Ricoh) v	 Stethos IBS EULA.pdf	 Stethos BOP EULA.pdf	 SLNX Global EULA.pdf	 SIPRNet EULA.pdf
 Ricoh IPDS EULA.pdf	 Ricoh EDE EULA.docx	 RCM EULA.docx	 PPDM 2016 EULA rfg071407.pdf	 PDF Pro eulaeng.rtf	 PaperCut EULA.pdf
 opentext-legal-eula-v 3-usa-en.pdf	 LRS VPSX EULA for both Term & Perpetu;	 license_eng_exp.pdf	 Laserfiche OnPremise 10.4.rtf	 Laserfiche Cloud Subscription Agreeem	 kofax_product_install_ or_download_eula_jan
 Kofax_ControlSuite_E ULaplusCopitrakeCop	 Kofax_ControlSuite_E ULaincludeseCopy.pd	 Kofax_ControlSuite_E ULA.pdf	 Kofax License and Warranty Information.	 Kofax ControlSuite EULA.pdf	 IntegratedCloudEnvir onment_Terms_of_Ser
 Hot Spot MFP EULA.pdf	 Hot Spot Enterprise EULA.pdf				

MASTER AGREEMENT AMENDMENT

Amendment # 1	Master Agreement # 140602	Amendment CMS # 170830
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1. PARTIES

This Amendment to the above-referenced Master Agreement ("Contract") is entered into by and between **Ricoh USA, Inc.** (hereinafter called "Contractor"), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the "State"), and collectively referred to as the "Parties."

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into a Master Agreement effective **August 7, 2019**, that authorized Participating States to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number **140602**.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on January 1, 2022, and ending on December 31, 2022.

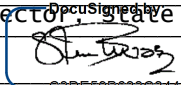
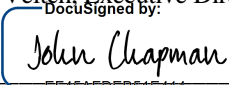
7. START DATE

This Amendment shall take effect on January 1, 2022.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

<p align="center">CONTRACTOR Ricoh USA, Inc.</p> <p>By: <u>Steve Bissey</u> Title: <u>Director, State & Local Gov't</u></p> <p align="center"> C3DE59B633C3446... Signature</p> <p>Date: <u>8/10/2021</u></p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Kara Veitch, Executive Director</p> <p align="center"> EF45AFDEB51E414... By: John Chapman, State Purchasing Manager</p> <p>Date: <u>8/10/2021</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:  **Date:** 8/10/2021

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MASTER AGREEMENT AMENDMENT

Amendment # 2	Master Agreement # 140602	Amendment CMS # 175073
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Ricoh USA, Inc.** (hereinafter called “Contractor”), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

- A.** The Parties entered into a Master Agreement effective August 7, 2019, that authorized Participating States and Entities to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number 140602.
- B.** The Contract was extended for an additional term beginning on January 1, 2022 and ending on December 31, 2022, via the issuance of Amendment #1, CMS #170830, which was executed on August 10, 2021.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

- A. Section 3.1.3** of the Master Agreement shall be modified as follows:
 - “a) All requested price increases must include documentation from the Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State’s sole discretion to determine if the requested increase has a direct correlation to the Goods and Services being offered under Contract.”
 - “b) Reserved.”
- B. Section 3.1.7** of the Master Agreement shall be modified as follows:
 - “Product updates are required by the 6th of the month and shall go into effect upon approval by the Lead State.”
- C. Section 3.1.10** of the Master Agreement shall be modified as follows:
 - “Price Lists received after the 6th of the month may not be approved for up to thirty (30) days following submission. In addition, errors in the Contractor’s Price Lists may delay the approval process further.”
- D. Section 3.6.3**, Revising Pricing and Products, shall be struck in its entirety and replaced with “Reserved.”
- E. Section 4.4.3(b)(i)**, End-User Training shall be modified as follows:
 - “1) Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor’s sole

discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.

"2) Purchasing Entity may also request an initial, one-hour training session for technical support, which shall include network connectivity and print driver installation. Contractor shall provide this initial training free of charge, via a delivery method mutually agreed upon by Contractor and Purchasing Entity."

7. START DATE

This Amendment shall take effect on the Effective Date.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

<p align="center">CONTRACTOR Ricoh USA, Inc.</p> <p>By: <u>Steve Bissey</u> Title: <u>Director, State & Local Gov't</u></p> <p align="center"><i>Signature</i> C3DE59B633C3446...</p> <p>Date: <u>4/11/2022</u></p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor</p> <p align="center">Department of Personnel and Administration Tony Gherardini, Executive Director</p> <p align="center"><i>Signature</i> EF45AFDEB51E414...</p> <p>By: <u>John Chapman, State Purchasing Manager</u> Date: <u>4/11/2022</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: *Rachael Kamlet* Date: 4/11/2022

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MASTER AGREEMENT AMENDMENT

Amendment # 3	Master Agreement # 140602	Amendment CMS # 178457
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Ricoh USA, Inc.** (hereinafter called “Contractor”), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

- A.** The Parties entered into a Master Agreement effective August 7, 2019, that authorized Participating States to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number 140602.
- B.** The Contract was extended for an additional term beginning on January 1, 2022 and ending on December 31, 2022, via the issuance of Amendment #1, CMS #170830, which was executed on August 10, 2021.
- C.** The Master Agreement was amended on April 11, 2022, via Amendment #2, CMS #175073, in order to modify language in Section 3.1.3 of the Contract.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on January 1, 2023, and ending on July 31, 2024.

7. START DATE

This Amendment shall take effect on January 1, 2023.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

SIGNATURE PAGE FOLLOWS

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

<p>CONTRACTOR Ricoh USA, Inc.</p> <p>Steve Bissey</p> <p>By: _____ Title: _____ _____ _____ Signature 8/23/2022 Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, Executive Director</p> <p>DocuSigned by: _____ John Chapman _____ By: John Chapman, State Purchasing Manager 8/23/2022 Date: _____</p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

Raehael Kamlet

8/24/2022
Date: _____