



## NASPO ValuePoint Master Agreement Terms and Conditions

A Contract for the NASPO ValuePoint formerly WSCA-NASPO  
Acting by and through the State of Nevada (Lead State)

Department of Administration, Purchasing Division  
515 E Musser Street, Room 300  
Carson City NV 89701

Contact: Shannon Berry, Assistant Chief Procurement Officer  
Phone: (775) 684-0171 • Fax: (775) 684-0188  
Email: [sberry@admin.nv.gov](mailto:sberry@admin.nv.gov)

and

Konica Minolta Business Solutions USA, Inc.  
1595 Spring Hill Road, Ste 410  
Vienna VA 22182

Contact: Kristen McKenna, State Contract Manager,  
Phone: (813) 207-8276 • Fax: (703) 506-1257  
Email: [kmckenna@kmb.konicaminolta.us](mailto:kmckenna@kmb.konicaminolta.us)

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Proposal #3091 and dated December 15, 2014, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. This amendment updates the following contract language in the Master Agreement:

**Current Contract Language:**

**19. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). 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.



Amended Contract Language:

**19. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a nonexclusive limited license to use the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property") for all purposes necessary or appropriate to the authorized use of the equipment to which the Pre-existing Intellectual Property is embedded or associated. Pre-existing Intellectual Property shall not be sold or transferred separate from the associated equipment. 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.

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**Independent Contractor Approval:**

Kristen McGenna 10-6-15 State Contract Manager  
Independent Contractor's Signature Date Independent's Contractor's Title

**State of Nevada (Lead State) Approval:**

Kimberlee Tarter 10/6/15 Deputy Administrator  
Kimberlee Tarter Date State of Nevada, Purchasing Division

**Approved as to form by:**

[Signature] On 7 Oct 15  
Nevada Deputy Attorney General for Attorney General (Date)