

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

The State of Connecticut
(hereinafter "Participating State")

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1. Scope: This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

The State of Connecticut will utilize the following categories of this award:

Group B – Production Copiers
Group C – Wide Format Copiers
Group E – Digital Duplicators

Ricoh Remanufactured products are also available. In the event of a conflict between the terms and conditions of this PA and any Exhibit subject to this PA, the terms and conditions of the Exhibit prevail.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:

The parties agree that Section 14.b of the Master Agreement is modified with the following:

- a.) At the beginning of the paragraph insert "For Ricoh manufactured Products" before "The Contractor shall defend, indemnify..."
- b.) The parties agree that Section 14.b.2 of the Master Agreement is changed with the following:
 - 1. Sentence three (3), is replaced with the following: "Otherwise, the Contractor shall have control over the defense and settlement of it."
 - 2. In sentence four (4) after "However," the following is inserted: "regarding the settlement of such claim".
 - 3. Sentences six (6) and seven (7) are replaced with the following: "If such a claim is made or appears likely to be made, the Indemnified Party agrees to permit Contractor to enable Indemnified Party 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, Indemnified Party agrees to return the Product to Contractor on its written request. Contractor will then give Indemnified Party a credit equal to Indemnified Party's net book value provided Indemnified Party has followed generally-accepted accounting principles;

This is Contractor's entire obligation to Indemnified Party regarding any claim of infringement."

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- c) The State of Connecticut will authorize its Client Agencies to procure equipment and/or services using the following options:
- Purchase
 - Service / Supplies
 - Non-Cancelable Rentals, as defined under the Master Agreement.
 - Cancelable Rentals – cancel with four month penalty on rental payment
 - Cost-Per Copy
- d) The State of Connecticut encourages small business procurement whenever possible. The State of Connecticut will request from Contractor a list of authorized dealers who are Connecticut DAS – certified small (SBE), minority (MBE) business for Client Agencies to procure from using this Contract. Further information about the Connecticut Supplier Diversity Program can be found at the following link:
<http://das.ct.gov/crl.aspx?page=34>
- e) All State of Connecticut Client Agency (each, a "Client Agency") purchases that are less than \$1,000 shall be made using the State of Connecticut Purchasing Card (MasterCard). Exceptions to this policy would be for purchases that must be approved using the Core 10 process, Contractors who do not accept credit cards and purchases to restock inventories carried in the Core-CT inventory module. Contractor shall be equipped to receive purchase orders against this Contract using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. The Contractor shall charge the State's MasterCard only upon delivery of goods or rendering Services. The Contractor shall capture and provide their merchant bank, Level 3 reporting at the line item level for all orders placed using the MasterCard. Questions regarding the MasterCard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860 713-5072 or Kerry.dimatteo@ct.gov.
- f) **Payment Terms and Billing:** Payments shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Payment for all accepted Goods or Services shall be due within forty five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small Contractor or minority business enterprise as defined in Conn. Gen. Stat. §4a-60g. Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
- g) Contractor shall adhere to established security and/or property entrance policies and procedures established for each requesting State of Connecticut Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter the premises.

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- h) Per State of Connecticut General Statute number 4a-67c: equipment and appliances offered under this Contract shall meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conversation Act, 42 USC 6295, any federal regulations adopted thereunder, and shall meet or exceed the federal Energy Star standards established by the United States Environmental Protection Agency and the U.S. Department of Energy.
- i) Equipment Relocation: Contractor shall relocate Equipment as requested by the Client Agency pursuant to the pricing contained in the Master Agreement.
- j) Usage/Spend Reports: Contractor must submit reports on a quarterly basis to the State of Connecticut contact person listed above. Reports must include:
- Client Agency/Organization
 - Site Street Address
 - Site City
 - Location (Client Agency Unit /Department)
 - Client Contact (name and telephone number and e-mail if available)
 - Install Date (of the Equipment)
 - Rental Term, 36 or 48 months
 - Brand/Model
 - Equipment Serial Number
 - (Billing) Reconciliation (period)
 - Equipment Category (e.g. 13-22 page per minute (ppm) black and white (b/w)).
 - B/W Monthly Average
 - Color Monthly Average

4. Leases: Leasing of any equipment is not allowed under this Participating Addendum.

5. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor

Name	Ricoh USA, Bart Lemmon, WSCA-NASPO National Contract Manager
Address	70 Valley Stream Parkway, Malvern, PA 91355
Telephone	425-255-0730
Fax	425-228-2115
E-mail	bart.lemmon@ricoh-usa.com

Local Contact for Billing and Customer support

Name	Mike Pallotta
Address	

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Telephone	978-621-1276
Fax	
E-mail	Mike.pallotta@ricoh-usa.com

Participating Entity

Name	Janet DelGreco Olson
Address	165 Capitol Avenue, 5 th Floor So., Hartford CT 06106
Telephone	860 713-5079
Fax	860 622-2961
E-mail	janet.delgreco@ct.gov

6. Subcontractors:

All Ricoh USA, Inc. dealers and resellers authorized in the State of Connecticut, as shown on the dedicated Ricoh USA, Inc. (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The Ricoh USA, Inc. dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. An Authorized Service Provider shall be deemed "Contractor" under this PA for any PO issued directly to and accepted by such Authorized Service Provider and all references in the Rental Agreement to Ricoh shall be deemed to refer to such Authorized Service Provider.

7. Purchase Order Instructions:

Orders can be made out to (a) Ricoh USA, Inc or (b) Authorized Service Providers as approved by Ricoh and the State.

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract resulting from RFP # 3091 and this Purchase Order shall constitute a Schedule under the Terms and Conditions of the Rental or Purchase Agreement, (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount (4) If Rental, type of Rental (Cost per Copy with Minimum, Cost per Copy without Minimum) and monthly payment (5) Itemized list of accessories (6) Service Program selected and CPC rates. Client Agency shall channel PO through one of Contractor's authorized resellers so they can arrange for proper ordering and installation of equipment.

Contractor will provide timely billing and Client Agency will notify Ricoh, USA, Inc., in writing, of any billing concern. Contractor will be allowed a thirty (30) day cure period upon receipt of such notification to address any such billing issue. Invoices that require update due to information being received incorrectly or late from the Client Agency, are not considered inaccurate.

For Ricoh USA, Inc. Orders:

Address Purchase Orders to:	Purchases Remit Payment to:	Rental Remit Payment to:
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Ricoh USA, Inc. 70 Valley Stream Parkway Malvern, PA 19355	Ricoh USA, Inc. Box 827577 Philadelphia, PA 19182-7577	Address listed on invoice
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For Authorized Service Provider Orders, address to and remit payments as shown on the dedicated Ricoh (cooperative contract) website or, in the case of lease or rental payments, as and if applicable, to the address listed on the invoice.

8. Additional Service Level Agreement Commitments: The Service Level Agreement (SLA) set forth as Exhibit B provides additional service level goals.

9. Ricoh / WSCA Master Maintenance & Sale Agreement:

Notwithstanding anything to the contrary in the Master Agreement, Client Agencies are subject to "Ricoh WSCA Maintenance and Sale Agreement" attached and incorporated herein as Exhibit A. Unless otherwise agreed, software is provided subject to the terms and conditions of the license applicable to such software.

10. Meter Collection Methods:

As part of its Services, Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring services using technology such as its @Remote solution. 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 Product failure and may enable firmware upgrades.

11. MAINTENANCE SERVICES FOR KODAK NEXPRESS PRODUCTS:

State of Connecticut authorized personnel must review and approve before Client Agency executes a Kodak Maintenance Agreement directly with Kodak for service on Nexpress products and Kodak is solely responsible for such service.

12. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 14PSX0125 and the Lead State price agreement number: 3091.

13. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 3091 (administered by the State of Nevada)

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together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected unless accepted by signature of both State of Connecticut and Contractor as stated in Section 7 of this PA. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

14. The parties agree that the following provisions (Participating Addendum) shall apply to any action, purchase or purchase order issued by the State of Connecticut or any of its Client Agency participating entities.

Definitions: The following definitions apply to this Participating Addendum

- a) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- b) **Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- c) **Confidential Information Breach:** This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

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- d) Contract: Copiers, Printers and Related Devices, Contract Award Number 14-19 and this Participating Addendum
- e) Contractor: A person or entity who executes the Contract.
- f) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

Sovereign Immunity. The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

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Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

Campaign Contribution Restriction. For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with its respective terms and conditions. If Executive Order 14 is applicable, it is deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

Nondiscrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

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- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the

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Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

15 Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, being lessened or compromised where the State is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy or certificate of insurance and applicable endorsements to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy or certificate of insurance and applicable endorsements to the Agency.

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- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on

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behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including but not limited to the Connecticut Auditors of Public Accounts, Attorney general and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of any emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.

Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (i) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

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- (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

Financial Audit for State Grants.

For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit

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acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

Lead State Terms that shall not apply to Connecticut.

The parties hereby agree that any provision in the Standard Terms and Conditions of the National Association of State Procurement Officials, the Nevada's Negotiated Terms and Conditions or the Master Agreement between NASPO and West Publishing Corporation and any of its Exhibits, shall not apply to Connecticut or any of the participating entities from Connecticut if the provision violates sovereign immunity or conflicts with this Participating Addendum. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

Data Storage Devices

With respect to any Ricoh manufactured Products which contain a hard drive, the options for hard drive security are as set forth in Section 3.7.4 of Attachment CC of the Master Agreement. If desired, Purchasing Entity may engage Contractor to perform the following hard drive services, and the PO shall detail the service:

Hard Drive Surrender Service.

Under this option, a Contractor service technician can remove the hard drive from the applicable Product (set forth on a PO) and provide Purchasing Entity with custody of the hard drive before the Product is removed from the Purchasing Entity's location, moved to another department or any other disposition of the Product. The cost for the Hard Drive Surrender Services is \$350 per device.

Data Overwrite Security System (DOSS).

For any Ricoh-manufactured Product containing a hard drive, such Product will include Data Overwrite Security System (DOSS). DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing after the completion of each job to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times. There is no cost for the Data Overwrite Security System (DOSS).

The Client Agency and Contractor shall agree prior to hard drive handling what the Client Agency's needs are.

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HARD DRIVE REMOVAL PROCEDURE

Digital copiers which have a hard drive shall not be removed from a state facility before the Contractor uninstalls the hard drive from the digital copier and transfers it to your agency.

Overview of Data Storage Device (hard drive) Removal Procedure

1. State Agency provides the Contractor with a written request to remove the digital copier.

State Agency schedules a date and time for removal of the copier with the Contractor. If you need to reschedule a removal time, you must provide a minimum of twenty four (24) hour notice to the Contractor. The Contractor may charge a rescheduling fee if twenty four (24) hour notice is not provided.

2. State Agency identifies the person(s) ("Duly Authorized Agents") from the agency who will secure the hard drive(s) when removed from the digital copier and maintain the required documentation. It is important to have more than one person identified as a Duly Authorized Agent so pickup cancellations and rescheduling are avoided.
3. State Agency shall have the Data Storage Device Transfer Receipt (attached) completed with as much information as available.

The Contractor will assist with serial numbers, and other identification information. It is required that all hard drives be recorded on the Data Storage Device Transfer Receipt and all information is recorded. The Data Storage Device Transfer Receipt must be signed by both the Contractor and the Duly Authorized Agent. A copy of the signed Data Storage Device Transfer Receipt is to be provided to the Contractor.

4. State Agency shall secure the hard drive and the corresponding Data Storage Device Transfer Receipt. The Duly Authorized agent shall maintain all Data Storage Device Transfer Receipts and secure all Data Storage Devices in accordance with The State of Connecticut, Bureau of Enterprise Systems and Technology (BEST) current procedures regarding the storage and destruction of Data Storage Devices".

Encryption of Data Storage Devices

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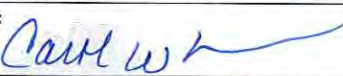
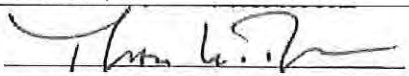
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In addition to the removal of the hard drives, the Contract specifies that all digital copiers with hard drives will have encryption software installed at the Advanced Encryption Standard 256 ("AES256").

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

Participating State: The State of Connecticut	Contractor: Ricoh USA, Inc
By: 	By: 
Name: Carol S. Wilson	Name: Tom Brown
Title: Director of Procurement	Title: VP, Government & Higher Education
Date:	Date: 1/15/16

If you have questions about this Participating Addendum or the participation process, please contact:

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	651-206-3858
E-mail	paul.stembler@wsca-naspo.org

[Fully executed PDF copy of this document should be emailed to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]



EXHIBIT A

MASTER MAINTENANCE & SALE AGREEMENT

Client Agency Information				
Legal Name				
Bill To Address				
City		State		Zip Code

This Master Maintenance & Sale Agreement ("Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Contractor") agrees to sell the specific equipment, software, and/or hardware ("Products") identified on an Order (defined below) entered into pursuant to WSCA Contract #3091 and/or provide the services identified on an Order ("Services") entered into hereunder to Customer (defined above) from time to time.

The following terms shall apply to all Service transactions:

1. **Services.** (a) In order to obtain Services from Contractor hereunder, Client Agency will issue a valid and signed purchase order to Contractor or use Client's P-Card referencing WSCA Contract #3091 and Contract #14PSX0125, (each referred to in this Agreement as an "Order"). Each Order must identify the specific Products to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges (each, a "Service Charge") for such Order. Contractor may not be responsible to provide Services for the Products, in the event the term or locations are not identified on the Order accepted by Contractor.

(b) Contractor will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications any part of the Products that becomes unserviceable due to normal usage (other than consumable supplies). Failure to permit Contractor to repair or replace the Products shall result in a material breach of this Agreement and excuse Contractor from any and all future performance hereunder subject to the terms and conditions included in WSCA Contract #3091 and Contract #14PSX0125. Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. Except for hard drives on Customer-owned equipment, all parts removed due to replacement will become the property of Contractor.

(c) The Services provided by Contractor 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 Contractor representatives; (iii) service calls or work which Client Agency requests to be performed outside of Normal Business Hours (defined below) (unless covered under an extended hour service contract or mutually agreed at time of service call) and Service calls or work which Client Agency requests to be performed on Contractor Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Products; (v) consumable supplies such as paper or staples, unless expressly provided for in this Order; (vi) repairs and/or service calls resulting from attachments not purchased from Contractor; (vii) any software, system support or related connectivity unless specified in writing by Contractor; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Products from one location to another unless specified in writing by Contractor; and (xi) repairs of damage or increase in service time caused by force majeure events. Damage to Products or parts arising from causes beyond the control of Contractor are not covered by this Agreement. Contractor 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 Contractor subject to WSCA Contract #3091 and Contract #14PSX0125.

2. **Service Calls.** 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 Contractor holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day (collectively, "Contractor Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Contractor Holidays, if and when available and only in the event and to the extent that Contractor agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. Customer is responsible for disconnecting, repairing and re-connecting unauthorized attachments or components.

3. **Engineering Changes.** Engineering changes, determined applicable by Contractor to maintain the advertised performance of the Products, will be controlled and installed by Contractor. Engineering changes which provide additional capabilities to the Contractor Equipment (defined below) covered herein will be made at Client Agency's request at Contractor's applicable time and material rates then in effect.

4. **Term.** Each Order shall become effective on the effective date of the Order and shall continue for the term identified in the Order subject to any earlier termination exercised under WSCA Contract #3091 and Contract #14PSX0125.

5. **Service Charges.** Client Agency acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Client Agency of supplies other than those conforming to Contractor's minimally acceptable written specifications that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the 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) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage without additional charge. Consumption of covered supply products significantly in excess of expected usage may result in additional charges for supplies.

6. **Use Of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Client Agency use only Contractor-provided supplies. If Client Agency uses supplies other than those conforming to Contractor's minimally acceptable written specifications provided to the Client Agency at the time of the execution of this Agreement, including developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Product or cause abnormally frequent service calls

or service problems, then Contractor may, at its option, assess a surcharge or terminate the applicable Order with respect to such Product. If so terminated, Client Agency will be offered Service on a "Per Call" basis at Contractor's then-prevailing time and material rates.

(b) If Contractor determines that Client Agency has used more supplies than the manufacturer's recommended specifications as provided by Contractor, Client Agency will pay reasonable charges for those excess supplies and/or Contractor may refuse Client Agency additional supply shipments without a corresponding charge for the excess supplies. Client Agency agrees to provide Contractor true and accurate meter readings monthly and in any reasonable manner requested by Contractor, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, Contractor reserves the right to estimate the meter readings from previous meter readings and Client Agency agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings.

(c) As part of its Services, Contractor may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. 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 Product failure and may enable firmware upgrades. The meter count and other information collected by @Remote ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. @Remote cannot and does not collect Client Agency document content or user information. Contractor uses reasonably available technology to maintain the security of the Data; however, Client Agency acknowledges that no one can guaranty security of information maintained on computers and on the internet. Contractor retains full rights to the Data (but not Client Agency documents or information), which it or its authorized third parties may use to service the Serviced Products. Contractor may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to market research consultants in a form that personally identifies the Client Agency. Contractor may dispose of the Data at any time and without notice. The @Remote technology is the confidential and proprietary information of Contractor and/or its licensors protected by copyright, trade secret and other laws and treaties. Contractor retains full title, ownership and all intellectual property rights in and to @Remote. In the event Client Agency does not rely on automatic meter reading devices or equipment monitoring services; Contractor reserves the right to assess a surcharge for manual meter reads in addition to the Service Charges.

7. **Basic Connectivity Services.** If any software, system support or related connectivity Services or training related to the use of the Products are specifically set forth on an Order and accepted by Contractor, Contractor shall provide any such Services and/or training at the Client Agency's location set forth in the Order, as applicable, or on a remote basis. Client Agency shall provide Contractor with such access to its facilities, networks and systems as may be reasonably necessary for Contractor to perform such Services and/or training. Client Agency acknowledges that Contractor's performance of any such Services and/or training is dependent upon Client Agency's timely and effective performance of its responsibilities as set forth in the Order, as applicable. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Contractor, Contractor shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Client Agency network or system.

8. [Intentionally Deleted.]

9. **Client Agency Obligations.** Client Agency agrees to provide a proper place for the use of the Products, including but not limited to, electric service, as specified by the manufacturer. Client Agency will provide adequate facilities (at no charge) for use by Contractor representatives in connection with the Service of the Products hereunder within a reasonable distance of the Products. Client Agency agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Contractor to perform its Services, including but not limited to "360 degree" service access to the Products. Client Agency will provide a key operator for the Products and will make operators available for instruction in use and care of the Products. Unless otherwise agreed upon by Contractor in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Client Agency and will be available "on site" for servicing.

10. **Order, Delivery and Acceptance.** For Equipment purchases only, Client Agency 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. Client Agency shall have thirty (30) days after receiving goods and/or services to unpack, inspect and use before being invoiced by Contractor. Contractor reserves the right at any time to revoke any credit extended to Client Agency because of Client Agency's failure to pay for any Products when due or for any other credit reason.

11. **Returns; Damaged Products.** No Products may be returned without Contractor's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. Products returned without written authorization from Contractor may not be accepted by Contractor and are the sole responsibility of Client Agency. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Client Agency. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Contractor within ninety (90) days after receipt of Products.

12. **Warranty.** Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards. For any Products manufactured by Contractor ("Contractor Equipment"), Contractor's warranty is as set forth in the WSCA-NASPO MSA, Contract #3091 and Contractor's response to the solicitation. CLIENT AGENCY ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN AND THEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE CONTRACTOR EQUIPMENT. In connection with any other Product sale, Contractor shall transfer to Client Agency any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. Physical or electronic copies of any applicable Product warranty will be delivered by Contractor to Client Agency only upon Client Agency's specific written request.

CONTRACTOR 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. Client Agency must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other