NASPO ValuePoint
PARTICIPATING ADDENDUM

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS

Led by the State of Colorado

Master Agreement #: **187846**

Contractor: **RICOH USA, INC.**

Participating Entity: **STATE OF WISCONSIN**

Participating Addendum Number: **505ENT-M25-MFDCOPIER-01**

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- ~~Group I - Managed Print Services (MPS)~~
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

Master Agreement Terms and Conditions:

1. Term: This Participating Addendum is effective as of the date of the last signature below or August 1, 2024, whichever is later, and will terminate, renew, and extend upon termination, renewal, or extension of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

2. Scope: This addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado, for use by state agencies and other government entities located in the State of Wisconsin, the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

   This Participation Addendum includes the entire scope of Products and Services available through the Master Agreement except the following:
   (a) Group I – Managed Print Services

(b) Not Specifically Priced Open Market Items
(c) Stand-alone software purchases are limited to software listed in the Master Agreement Price List(s) for equipment that was purchased through this Participating Addendum or participating addendum no. 505ENT-M20-MFDCOPIER-01.
(d) Software installation, integration and support Services shall be limited to the software listed on the Master Agreement Price List(s). Such Services shall only be provided on equipment that was purchased through this Participating Addendum or participating addendum no. 505ENT-M20-MFDCOPIER-01.
(e) Any Software installation and integration Services in excess of $50,000 must be approved in writing by the State of Wisconsin Department of Administration.
(f) The following vendors and/or software are prohibited from being provided to any Purchasing Entity:
- TikTok
- Huawei Technologies
- ZTE Corp
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company
- Tencent Holdings, including but not limited to:
    - Tencent QQ
    - QQ Wallet
    - WeChat
- Alibaba products, including but not limited to:
    - AliPay
- Kaspersky Lab

If a Purchasing Entity wants a scope exclusion item to be reconsidered, they may contact the Participating Entity contract manager.

3. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities (including cooperatives) authorized to use statewide contracts in the State of Wisconsin. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Travis Massman
Address:	
Telephone:	573-353-2559
Email:	Travis.Massman@ricoh-usa.com

Participating Entity

Name:	Hallee Kox
Address:	Wisconsin Department of Administration 101 E Wilson Street P.O. Box 7867 Madison, WI 53707
Telephone:	608-266-7554
Fax:	608-267-0600
Email:	Hallee.Kox@wisconsin.gov

5. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

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

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

5.1 Definitions: For purposes of this Participating Addendum, the following terms shall have the meanings defined below. Any other capitalized terms not otherwise defined in this Participating Addendum shall have the meaning given within the Master Agreement and Request for Proposal.

"Contractor Personnel" means a Contractor's employees or other personnel (including officers, agents, Authorized Dealers and Subcontractors) provided by the Contractor to render Services under this Participating Addendum.

"Day" means calendar day unless otherwise specified in this Contract.

"Deliverables" mean the tangible work product originally created in the performance of the Contractor Services and required to be delivered pursuant to mutually agreed Order.

"Properly-submitted Invoice" is one that is submitted in accordance with instructions contained on the State's Order, includes a reference to the proper Order number, and is submitted to the proper address for processing.

"State" for this Participating Addendum, means the State of Wisconsin.

"State Observed Holidays" means New Year's Day, Martin Luther King Jr. Birthday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

"Subcontractor(s)" means an entity that enters into a Subcontract with the Contractor for the purpose of delivering Deliverables or rendering Services to the State, which may include Authorized Dealers.

5.2 Governing Law; Venue: This Participating Addendum and any Orders placed hereunder shall be governed by Wisconsin Law. Venue for all legal proceedings arising out of the Participating Addendum, or breach thereof, shall be in the State or federal court with competent jurisdiction in Dane County, Wisconsin. In the event that any provision of this Participating Addendum is contrary to Wisconsin law, such provision shall be null and void. The Contractor shall at all times comply with and observe all applicable federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Participating Addendum and which in any manner affect the work or its conduct.

5.3 Order of Precedence:

(a) A Participating Entity's Participating Addendum, including all Exhibits;
(b) NASPO ValuePoint Master Agreement, including all Exhibits;
(c) Attachment 1- Master Lease Agreement;
(d) An Order issued against the Master Agreement;
(e) The Solicitation, RFP-NP-23-001, Multi-Function Devices and Related Software, Services and Cloud Solutions;
(f) The Contractor's Supplemental Documents, which are included as Attachments; and
(g) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

5.4 Additional Service Level Commitments: Purchasing Entities are subject to the Contractor's standard service levels as outlined in the Master Agreement. Additional service level commitments are attached hereto and incorporated herein as Exhibit A- Service Level Agreement.

5.5 Usage Reports: The quarterly sales report template is attached hereto and incorporated herein as Exhibit B- Quarterly Sales Report. The Contractor must submit electronic reports on a quarterly basis and one (1) annual summary report on all sales, including service/maintenance, made against this Participating Addendum via email to doaitcontractusagereporting@wisconsin.gov (or as amended).

(a) Reports must include the reporting listed in Exhibit B- Quarterly Sales Report of this Participating Addendum.
(b) The report file format shall be Microsoft Excel compatible format and shall easily be sorted for various data and inclusion into a pivot table.
(c) The quarterly reports will be filed using the schedule in section f below. The annual report shall contain all data within the quarterly reports and include an annual sum total with any additional description notes.
(d) Such reports shall retain the same format throughout the life of the contract unless mutually agreed upon.
(e) The Contractor agrees to provide additional reports if requested by the State in a format and frequency as mutually agreed upon by both parties.
(f)

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

The annual summary report is provided after four (4) quarters of data is collected from the start of the Participating Addendum.

5.6 Service Level Agreement (SLA) Report: The Contractor must submit SLA metrics reports on a quarterly basis via email to doaitcontractusagereporting@wisconsin.gov (or as amended).

(a) The Contractor must submit, upon request of the Purchasing Entity, SLA metrics reports on a quarterly basis to the Purchasing Entity.
(b) SLA reports must include reporting on each SLA and credit listed in Exhibit A- Service Level Agreement. If no credit was required, such shall be indicated.
(c) Such reports shall retain the same format throughout the life of the Participating Addendum unless mutually agreed upon.

(d) The report file format shall be Microsoft Excel compatible format and shall easily be sorted for various data and inclusion into a pivot table.

(e) The quarterly reports will be filed using the schedule in section f below. The annual SLA shall contain all data within the quarterly reports and include an annual sum total with any additional description notes.

(f)

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

The annual SLA report is provided after four (4) quarters of data is collected from the start of the Participating Addendum.

5.7 Hard Drive: If desired, Purchasing Entity may engage Contractor to perform the following hard drive services, but not limited to:

(a) 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.

(b) 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 DOSS.

The Purchasing Entity and Contractor shall agree prior to hard drive handling what the Purchasing Entity needs are. Other hard drive removal and surrender Services are provided in the Master Agreement section 5.

5.8 Trial or Demonstration of Device or Equipment: In addition to any requirements set forth in the Master Agreement, a written agreement between the Purchasing Entity and the Contractor shall occur prior to any trial or demonstration.

5.9 Contractor's Representation: Contractor warrants that qualified personnel shall provide Contractor Services in a workmanlike manner. Contractor shall not enter into any agreement with a third party that it knows might abridge any rights of the State under this Participating

Addendum. Contractor shall serve as the prime contractor under this Participating Addendum for the Contractor Services. Should Contractor engage any Subcontractor(s) to deliver Contractor Services pursuant to an Order under this Participating Addendum, the Contractor shall be legally responsible for the performance and payment of the Subcontractor(s). Subject to any applicable terms of use, Trade Rules and Practices applicable to the Cloud Hosting Services and any software provided under an Order, the State is not agreeing to and is not responsible for any terms and conditions with third parties. Names of any third party Subcontractors of Contractor may appear for purposes of convenience in this Participating Addendum and shall not limit Contractor's obligations hereunder. Contractor shall retain responsibility for functional and technical expertise as needed in order to incorporate any work by third party Subcontractor(s) in the delivery of Contractor Services.

(a) Intellectual Property. Contractor represents to the best of its knowledge that it has the right to provide the Contractor Services and Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party and that Contractor Services and Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

(b) Inherent Services. Unless otherwise expressly provided in this Participating Addendum, Contractor shall furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Contractor to provide and deliver the Contractor Services and Deliverables.

(c) Contractor represents, as of the date of this Participating Addendum, that it has the financial capacity to perform and to continue perform its obligations under this Participating Addendum; that Contractor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Contractor that will materially adversely affect performance of this Participating Addendum; and that entering into this Participating Addendum is not prohibited by any contract, or order by any court of competent jurisdiction.

5.10 Rendering of Services: The Contractor shall render Services will all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to the requirements set forth in the Master Agreement, Participating Addendum and an Order. The Purchasing Entity and/or Participating State may inspect, observe and examine the performance of the Services rendered on the Purchasing Entity's premises at reasonable times, without notice. If the Purchasing Entity notifies the Contractor that any part of the Services rendered are inadequate or in any way differ from the Participating Addendum requirements for any reason other than as a result of the Purchasing Entity's default or negligence, the Contractor shall at its own expense re-schedule and perform the work correctly within such reasonable times as the Purchasing Entity specifies. This remedy shall in be in addition to any other remedies available to the Purchasing Entity and/or Participating State by law or in equity.

5.11 Contractor Personnel:

(a) Identification: If requested by the Purchasing Entity, the Contractor shall provide a list of the names and addresses of all Contractor Personnel who may at any time require admission to the Purchasing Entity's premises in connection with the rendering of Services, specifying each such person's connection to the Contractor, the role the person is to take in the performance of the Participating Addendum, and other particulars as the Purchasing Entity may require. The Purchasing Entity reserves the right to refuse to admit to the Purchasing Entity's premises any person employed or contracted by the Contractor whose admission, in the sole opinion of the Purchasing Entity, would be undesirable.

(b) Identification of Contractor Personnel: The Contractor shall furnish each Contractor Personnel with a means of identifying themselves as agents, Subcontractors, or employees of the Contractor assigned to perform services under the Participating Addendum and furnish the Purchasing Entity with security credentials on these Contractor Personnel, if requested.

(c) Background or Criminal History Investigation: When the Purchasing Entity business needs require a background or criminal history investigation, and prior to the commencement of any services under this Participating Addendum, the Purchasing Entity may request that Contractor provide a certification that a background or criminal history investigation of Contractor personnel, and Subcontractor's employees, who will be providing Services to the Purchasing Entity under the Participating Addendum has been performed on such personnel through either (a) Contractor's standard pre-employment screening processes or (b) a screening requested by the Purchasing Entity. If any of the stated personnel providing services to the Purchasing Entity under this Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history results, the Purchasing Entity may request immediate replacement of the person. If a replacement is not possible the Participating Entity may terminate any related Order. Purchasing Entity may not request that Contractor take action because of race, religion, gender, age, disability, or any other legally-prohibited basis under federal, state or local law.

5.12 Repair or Service Refusal; Replacement Parts:

(a) Contractor will repair or replace in accordance with the terms and conditions of the Participating Addendum, Master Agreement and the manufacturer's specifications any part of the Products being serviced under an Order ("Serviced Products") that becomes unserviceable due to normal usage (other than consumable supplies).

(b) If the Purchasing Entity refuses repair or Serviced Products repair, a statement shall be placed in writing from the Purchasing Entity to Contractor as such. In an event where the Purchasing Entity does not permit Contractor to repair or replace the Serviced Products, such action shall excuse Contractor from any and all future performance hereunder.

(c) Replacement parts on leased or rental machines will be furnished on an exchange basis and will be new, reconditioned or used. Replacement parts for Purchasing Entity-owned equipment will be furnished as new equipment unless the Purchasing Entity accepts in writing replacement parts which are not new in exchange for an additional discount for such reconditioned or used parts, and to the extent such reconditioned or used parts will not adversely impact machine performance as determined by the operation of the machine in accordance with manufacturer's specifications.

(d) Except for hard drives on Purchasing Entity-leased or rental equipment, all parts on leased or rental equipment removed due to replacement will become the property of the Contractor. Except for hard drives on Purchasing Entity-owned equipment, all parts on Purchasing Entity-owned equipment removed due to replacement may become the property of the Contractor if the Purchasing Entity does not want the equipment removed.

5.13 <u>Services not included under the Participating Addendum</u>: The Services provided by Contractor under an Order will not include the following:

(a) Contractor is responsible for communicating to the Purchasing Entity prior to a transaction any equipment requirements. Repairs resulting from Purchasing Entity misuse (including without limitation intentional improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the intentional failure to provide, adequate electrical power, air conditioning or humidity control;

(b) Repairs made necessary by service performed by persons other than Contractor representatives;

(c) Service calls or work which Purchasing Entity requests to be performed outside of Normal Business Hours (unless covered under an extended hour service contract) and service calls or work which Purchasing Entity requests to be performed on State Observed Holidays;

(d) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products;

(e) Consumable paper supplies, unless expressly provided for in an Order;

(f) Repairs and/or service calls resulting from accessories not purchased from Contractor;

(g) Parts no longer available from the applicable manufacturer;

(h) Electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits;

(i) Installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Contractor; and
(j) Repairs of damage or increase in service time caused by force majeure events. Damage to Serviced Products or parts arising from causes beyond the control of Contractor are not covered by this Participating Addendum.

5.14 Service Termination: Contractor may terminate its Service obligations under any Order at no additional cost to the Purchasing Entity for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those authorized to perform service under this Participating Addendum.

5.15 Service Calls: Service calls will be made during Normal Business Hours. Purchasing Entity and Contractor can agree upon any exceptions in writing in advance before Contractor order acceptance or anytime thereafter. Service does not include coverage on State Observed Holidays. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on State Observed 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 per the Master Agreement in effect at the time the service call is made. Purchasing Entity is responsible for disconnecting, repairing and re-connecting unauthorized attachments or components.

5.16 Use of Recommended Supplies; Meter Readings:
(a) Purchasing Entity 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 Purchasing Entity 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.
(b) As part of its services and upon written mutual agreement between Purchasing Entity and Contractor, Contractor may 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 Serviced Product failure and may enable firmware upgrades. The Purchasing Entity may choose to discontinue electronic meter reading and equipment monitoring services with 30 days written notice. All Purchasing Entity data collected from such meter collection methods shall be available to the Purchasing Entity as mutually agreed upon.
(c) 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 Purchasing Entity document content or user information. Contractor uses reasonably available technology to maintain the security of the Data. Contractor retains full rights to the Data (but not Purchasing Entity 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 Purchasing Entity nor will such data be sold. Contractor may dispose of the Data upon following Wisconsin Statutes Chapter 19, Subchapter II, Public Records and Property and with notice to the Purchasing Entity. 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.

5.17 Basic Connectivity Services: If any software, system support or related connectivity services are specifically set forth on an Order and accepted by Contractor, Contractor shall provide any such services at the Purchasing Entity's location set forth in the Order, as applicable, or on a remote basis. Purchasing Entity shall provide Contractor with such access to its facilities, networks and systems as may be reasonably necessary for Contractor to perform such Services. Purchasing Entity shall provide any special security requirements for the location prior to service. Purchasing Entity acknowledges that Contractor's performance of any such services is dependent upon Purchasing Entity'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 Purchasing Entity network or system.

5.18 Purchasing Entity Obligations: Purchasing Entity 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. Purchasing Entity will provide adequate facilities (at no charge) for use by Contractor representatives in connection with the service of the Serviced Products under an Order within a reasonable distance of the Serviced Products. Purchasing Entity agrees to provide appropriate access to its facilities, networks and systems as may be reasonably necessary for Contractor to perform its services. Prior to service, Contractor may request the Purchasing Entity to allow the Contractor for "360 degree" service access to the Serviced Products. Purchasing Entity will provide a key operator for the Serviced Products and will make identified key operators or their designees available for instruction in use and care of the Serviced 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 Purchasing Entity and will be available "on site" for servicing.

5.19 Delivery; Acceptance: Purchasing Entity agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery acknowledgement. By signing a delivery acknowledgement, it is not certifying acceptance of the equipment. Unless otherwise agreed upon by both parties in writing, signing the delivery acknowledgement only certifies equipment has arrived to the location delivered.

A good or service furnished under this Participating Addendum shall function in accordance with the specifications identified in the Participating Addendum, Master Agreement, and Order. If the goods or services do not conform with the specifications identified in this Participating Addendum, Master Agreement and Order(“Defects”), the Purchasing Entity shall within thirty (30) calendar days of the delivery date (“Acceptance Period”) to notify Contractor in writing of the Defect. Contractor agrees that upon receiving such notice, it shall use reasonable efforts to correct the Defects within fifteen (15) calendar days (“Cure Period”).

Once equipment is installed and successfully operational, the Purchasing Entity shall sign an acceptance certificate which shows acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Purchasing Entity agrees to sign and return to Contractor the acceptance certificate (which, at mutual agreement, may be done electronically) within five (5) business days after any Product is installed.

Orders may be cancelable by Purchasing Entity following acceptance by Contractor per the terms of the Participating Addendum. Contractor reserves the right to make Product deliveries in installments. All such installments shall be invoiced and paid for when all delivery and installation are completed so that Purchasing Entity can accept equipment. Delay in delivery of any installment may relieve Purchasing Entity of its obligation to accept remaining installments and may temporarily relieve the obligation to remit payments as invoiced by Contractor for any equipment that has yet to be delivered and shall be reviewed on a case-by-case basis. Contractor reserves the right at any time to revoke any credit extended to Purchasing Entity because of Purchasing Entity’s failure to pay for any Products when due per the terms of this Participating Addendum.

5.20 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 is the sole responsibility of Purchasing Entity. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Purchasing Entity. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Contractor within ten (10) business days after receipt of Products.

5.21 IP Rights: Proprietary materials licensed to the State in the delivery of Contractor Services shall be identified to the State prior to use or provision of Contractor Services hereunder and shall remain the property of the Contractor. Software or firmware embedded in a Deliverable shall not be a severable Deliverable unless specifically indicated in an Order. All Software source and object code is the property of Contractor or Contractors Subcontractors and is only licensed to the State on a nonexclusive basis as provided in the applicable Order, in consideration for the license fee paid by the State, pursuant to the terms of the respective governing software license.

5.22 Contractor Personnel: The State may request the Contractor to remove or reassign Contractor Personnel at the State's discretion for any lawful reason or if the performance or conduct of such personnel is unsatisfactory. The State may request that such Contractor Personnel be replaced within fifteen (15) business days from such removal. The State's contract administrator or designee shall notify the Contractor in writing and the exclusion of a designated individual(s) shall take effect as soon as reasonably practicable provided that the parties shall first discuss alternatives to removal as may be requested by Contractor in writing, however the State reserves the right to deny entry or to request the immediate removal of any Contractor Personnel for any lawful reason from any of its facilities based on security or safety concerns. The decision of the contract administrator following such discussions if any shall be final. This provision shall not infringe upon the right of the Contractor to employ the removed individual, nor shall the State's rights under this provision implicate the State as a party to any of the Contractor's obligations in the Participating Addendum. To the extent that departing Contractor Personnel provide adequate notice to the Contractor, Contractor shall use commercially reasonable efforts to obtain a smooth transition at no additional charge to the State, including the provision of knowledge transfer documentation and cooperation between the replaced and the newly assigned personnel including an overlap in the assignment of the replaced and newly assigned personnel for a duration of at least ten (10) business days, unless the State's contract administrator or designee agrees to a shorter period in writing.

5.23 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 section X of the Master Agreement, Contractor's response to the solicitation, and the Participating Addendum. PURCHASING ENTITY 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 Purchasing Entity any Product warranties and the benefit of any indemnities 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 Purchasing Entity upon Purchasing Entity's written request. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARTICIPATING ADDENDUM, CONTRACTOR 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. CONTRACTOR SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR LOST PROFITS, LOSS OF REVENUE, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS PARTICIPATING ADDENDUM OR ANY PO, OR THE SUBJECT MATTER HEREOF, OR THE USE OR PERFORMANCE OF THE CONTRACTOR EQUIPMENT OR THE LOSS OF USE OF THE CONTRACTOR EQUIPMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.CONTRACTOR'S TOTAL AGGREGATE LIABILITY TO ANY PURCHASING ENTITY, IF ANY, UNDER ANY PO, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO CONTRACTOR THEREUNDER DURING THE ONE-YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO ANY PURCHASING ENTITY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED UNDER AN PO, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THE PO. CONTRACTOR ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED UNDER A PO DOES NOT INCLUDE ANY SUCH SERVICES. Purchasing Entity 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 database subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the third party supplier of the software ("Software Supplier"). Contractor has no right, title or interest in any third-party software. Purchasing Entity is solely responsible for negotiating terms and entering into Software Licenses with the applicable Software Supplier. Contractor transfers to Purchasing Entity, for the term of each PO for lease or rental, any written warranties and the benefit of any indemnities made by the manufacturer or Software Supplier with respect to the Product leased or rented pursuant to such PO.

(a) Warranty Of Third Party Products: The Parties agree that, because the Contractor is not the manufacturer or developer of third party vendors' products or services, any third-party vendors' products and services provided hereunder are not warranted by

Contractor and any warranties shall solely under the terms and conditions of the third-party licenses or other agreements extended directly to the State by the third-party vendor and by which such products are governed. Contractor shall pass through to the State any warranty and indemnification rights available for pass through to the State from the manufacturers or vendors of such products and services comprising the Deliverables. Such third-party warranty coverage shall not relieve the Contractor from Contractor's warranty obligations for Contractor's Services as provided herein.

5.24 Other Documents: Standard forms or templates may be used for various purposes, including but not limited to, Purchase Orders, invoices, quotes, 'Website Terms and/or Conditions' or 'click to accept' agreement(s), some of which may contain boilerplate or standard terms and conditions ("Other Documents"). However, any use of Other Documents are not a part of this Participating Addendum and are deemed to be for administrative convenience only and the terms therein are of no effect, have no force of law and do not modify the terms of this Participating Addendum and Purchasing Entity Orders.

5.25 Payment Terms And Invoicing: Pricing shall be set forth in the individual Order. Payments terms are as follows:

(a) All invoices shall include Contractor's tax identification number and a detailed description of Services rendered. If the State fails to pay a properly submitted invoice within thirty (30) calendar days of receipt, it shall pay a late payment penalty as provided in s. 16.528, Wis. Stats. However, if the State declares a good faith dispute in regard to an invoice pursuant to s.16.528 (3)(e), Wis. Stats., it shall pay any undisputed portion of said invoice, and will be excused from the prompt payment requirement for the disputed portion pending resolution of the dispute, provided it gives timely notice of such dispute to Contractor in writing and escalates the matter through the dispute resolution process in section 5.45 of this Participating Addendum.

(b) Participating Entities may use a purchasing card, subject to its credit limit, or issue an Order, provided that any additional or different terms of such purchasing card or Order shall not apply.

(c) Contractor shall forward invoice(s), directly to the Purchasing Entity. Orders and payments shall be made to Contractor.

5.26 Taxes: The Participating Entity and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The Participating Entity, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The Participating Entity may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials. Purchasing Entities other than State agencies may or may not be subject federal tax and Wisconsin state and local taxes. It is the responsibility of the Purchasing Entity to provide the Contractor with the appropriate tax exemption information.

5.27 Pricing and Discount: In addition to the Master Agreement section VI, the State qualifies for governmental discounts, if available; and its educational institutions also qualify for educational discounts, if available. The Contractor may offer, within written quotes, a greater discount than the approved minimum discount for volume purchases or for competitive reasons.

(a) Purchasing Entities will be allowed to negotiate any of the purchase and lease options available in the Master Agreement for lower pricing.
(b) Monthly lease pricing shall not increase over the lease term unless an accessory is added.
(c) If a Purchasing Entity adds or removes accessories, the Purchasing Entity and Contractor shall agree upon the new monthly lease price prior to the lease rate change to reflect the machine change.
(d) Purchasing Entity may negotiate a lower rate for volume placements.

5.28 Right to Assurance: If the State in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Participating Addendum, the Participating Entity may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within thirty (30) days, from Contractor’s receipt of such notice may, at the State's option, be the basis for terminating the Participating Addendum for the State's convenience per the terms of this Participating Addendum or other rights and remedies available by law.

5.29 Right of Offset: Upon written notice, the State may offset against contractual payments due to the Contractor in an amount necessary to satisfy a certified or verifiable delinquent payment owed by the Contractor to the State of Wisconsin or any local unit of government in Wisconsin that is not under formal written appeal. The State also reserves the right to cancel this Participating Addendum if a delinquency is not satisfied by the offset or other means during the term of this Participating Addendum.

5.30 Contractor Compliance and Responsibility for Actions: The Contractor shall at all times comply with and observe all Federal, State, and local laws, ordinances, and regulations that are in effect during the term of this Participating Addendum that govern Contractor’s business and operations. The Contractor shall be solely responsible for its actions and those of its agents, employees, or Subcontractors under this Participating Addendum, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the State.

5.31 Renegotiation of Agreement: The terms of this Participating Addendum will not be amended in any manner whatsoever without prior written agreement of the Participating Entity and Contractor. Any changes to this Participating Addendum will be issued as an Amendment.

5.32 Term and Termination:
5.32.1 This Participating Addendum shall end conterminously with the Master Agreement, provided that any Order entered into prior to expiration or termination of this Participating Addendum shall survive such expiration of the Master Agreement, for the term stated in the Order and continue to be subject to its terms.

(a) The Purchasing Entity may terminate a specific Order issued under this Participating Addendum if the Contractor is unable to render the Services or provide the Products required in a timely manner in accordance with the terms of the Order, in order to meet the business needs of the Purchasing Entity, which inability shall remain uncured following thirty (30) days written notice to the non-performing party.

5.32.2. Termination for Cause: The State may terminate this Participating Addendum after providing the Contractor with thirty (30) Days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Participating Addendum.

The Contractor may terminate this Participating Addendum after providing the State with thirty (30) Days written notice of the State's right to cure a failure of the State to perform under the terms of this Contract.

5.32.3 Termination for Convenience: The State may terminate this Participating Addendum at any time, without cause, by providing a written notice to the other party at least sixty (60) Days in advance of the intended date of termination.

Contractor may terminate this Participating Addendum at any time, without cause, by providing a written notice to the other party at least sixty (60) Days in advance of the intended date of termination. In the event of a termination for convenience, the Contractor shall be entitled to receive compensation for any completed or partially completed Services rendered or Deliverables provided under the Participating Addendum. Compensation for partially completed Services shall be no more than the percentage of completion of the Services requested, as determined by the State in its sole discretion, multiplied by the corresponding payment for completion of such Services as set forth in the Participating Addendum. Alternatively, at the sole discretion of the State, the Contractor may be compensated for the actual Service hours provided. The State shall be entitled to a refund for Deliverables or Services paid for but not received or rendered, such refund shall be paid within 30 Days of written notice to the Contractor requesting the refund. In addition, except in the case of Non-appropriation of funds, Contractor shall be entitled to the consideration set forth in section F (Leasing and Rental Terms and Conditions), subsection 8 (Early Termination Charges) of the Master Agreement in the event of cancellation involving FMV, $1 Buyout, Straight, and Short-Term Leases (which for the avoidance of doubt, such early termination charges to include payment of future lease payments through term unless otherwise negotiated with the Purchasing Entity).

5.32.4 Contract Cancellation:

(a) The State reserves the right to cancel this Participating Addendum in whole or in part without penalty, and without prior notice, if the Contractor:

I. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
II. Makes an assignment for the benefit of creditors;
III. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Participating Addendum;
IV. Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information; or
V. Performs in a manner that threatens the health or safety of a State employee, citizen, or customer.

(b) The State reserves the right to cancel this Participating Addendum in whole or in part without penalty, with 30 days' notice, if the Contractor:

I. Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
II. Incurs a delinquent Wisconsin tax liability;
III. Fails to submit a non-discrimination or affirmative action plan as required herein;
IV. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law); or
V. Becomes a state or federally debarred contractor.

5.33 Contract Dispute Resolution: In the event of any unresolved dispute or disagreement between the parties under this Participating Addendum, whether with respect to the interpretation of any provision of the terms and conditions, or with respect to the performance of either party hereto, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. No legal action of any kind, except for the seeking of equitable relief in the case of the public's health, safety or welfare, may begin in regard to the dispute until this dispute resolution procedure has been elevated to the Contractor's highest executive authority and the equivalent executive authority within the Participating Entity, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.

(a) No Termination or Suspension of Services: If any problem or dispute arises between the parties, in no event nor for any reason and unless and until authorized by a court of competent jurisdiction, shall Contractor interrupt the performance of the Services or any other obligation hereunder, disable any equipment used in the Services, or perform any other action that prevents, slows down, or reduces in any way the performance of the Services or the Purchasing Entity's ability to conduct its business; provided that Purchasing Entity is making payment for all Products and Services during the period of any such dispute.

5.34 No Quantity Guarantees: Purchase under this Participating Addendum pursuant to the Master Agreement is not mandatory. This Participating Addendum is non-exclusive. The State of Wisconsin may obtain related goods or services from other sources during the term of this Participating Addendum in its sole discretion and at its sole option. Subject to the foregoing, the State of Wisconsin makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Services shall be procured through this Participating Addendum.

5.35 Risk of Loss or Damage: The Participating State, except for loss or damage due to fire, theft, or the negligence of the Participating State, shall be relieved of all risks of loss or damage to the Products during periods of transportation and installation (if installation is provided by the Contractor), unless and until such time as unencumbered title is vested in the Participating State, or, with respect to leased Products, during the term of the lease until the leased Products are made available to the Contractor at the end of the lease term. Purchasing Entity must notify Contractor in writing immediately of any loss. Participating State will maintain All-Risk Property Insurance in accordance with the relevant lease agreement. Purchasing Entity must notify Contractor in writing immediately of any loss.

5.36 Nondiscrimination/Affirmative Action: In connection with the performance of work under this Participating Addendum, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision 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 further agrees to take affirmative action to ensure equal employment opportunities.

(a) Contracts estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Participating Addendum is awarded, the Contractor must submit the plan to the Participating Entity for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the Participating Entity.

(b) The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, nondiscrimination notices required by applicable law.

(c) Failure to comply with the conditions of this provision may result in the following consequences:

   I. Termination of this Participating Addendum;
   II. Designation of the Contractor as "ineligible" for future consideration as a responsible, qualified bidder or proposer for State contracts; or
   III. Withholding of a payment due under the Participating Addendum until the Contractor is in compliance.

5.37 Cooperation with Other Contractors: In the event that the State enters into a contract with another contractor for the provision of additional services that interact with or relate to the Contractor Services, the Contractor shall require that it's Contractor Personnel use commercially reasonable efforts to cooperate with such other contractor so as not to disrupt the performance of their services. Contractor Personnel shall cooperate on a commercially reasonable basis with State personnel, hardware manufacture representatives, system software Contractors, and communications systems Contractors in the provision of Contractor Services to the State.

5.38 Confidential, Proprietary and Personally Identifiable Information: Any additional or different terms applicable to Confidential Information or personally identifiable information from those set out in the Master Agreement may be addressed as mutually agreed and applicable to the work in the governing Order.

5.39 Liquidated Damages: Liquidated Damages for failures or delays in the performance of the Contractor Services may be addressed as mutually agreed and applicable to the Contractor Services in the governing Order.

5.40 Insurance Responsibility: The Contractor shall maintain the following insurance coverage:

(a) Worker's compensation insurance, as required under Chapter 102 of the Wisconsin Statutes, for all of the Contractor's employees engaged in the Contractor Services performed under this Participating Addendum;

(b) Commercial liability, bodily injury and property damage insurance against claim(s) that may occur in carrying out the Contractor Services pursuant to this Participating Addendum, with a minimum coverage of one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations; and
(c) Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the Contractor Services pursuant to this Participating Addendum, with a minimum coverage of one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.
(d) Certificate of Insurance, showing up-to-date coverage, shall be on file in the Participating Entity before the Contractor Services may commence. (if applicable).

The State reserves the right to require higher or lower insurance limits, where warranted, provided any higher required limits shall not apply to existing Orders unless otherwise agreed in writing and Contractor may terminate this Participating Addendum (but not existing Orders) for its convenience in accordance with section 5.32.3 if it does not agree to comply with the higher limits.

5.41 Recordkeeping and Record Retention: §19.36 (3) of the Wisconsin Statutes applies to this Participating Addendum, and Records (as defined in §19.32 of the Wisconsin Statutes) that are produced or collected under this Participating Addendum are subject to disclosure pursuant to a public records request.

The Contractor shall establish and maintain adequate records of all documentation developed or compiled by it for the State and expenditures incurred by it under this Participating Addendum. All such records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP) in accordance with federal, State and local laws or ordinances applicable to Contractor. The Contractor, following final payment, shall retain all its records produced or collected under this Agreement for six (6) years.

Any additional responsibilities relative to Contractor's retention of records may be addressed as mutually agreed in the applicable Order for Contractor Services.

5.42 Promotional Advertising and News Releases: Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Participating Addendum shall not be made by Contractor without prior written approval of the State.

5.43 Anti-Trust Assignment: By entering into this Participating Addendum, Contractor conveys, sells, assigns and transfers to the State all rights, title and interest in and to all causes of action, claims and demands of whatever nature it may now have or hereafter acquire under the antitrust laws of the State relating specifically to that proportionate amount of the Goods or Services attributable to the Goods or Services purchased or acquired by the State from the Contractor under this Participating Addendum.

5.44 Assignment Of Contract. The Contractor shall provide prior written notice to the State before assigning this Participating Addendum to another party. The State reserves the right to withhold approval of any such assignment. The terms and conditions of this Participating Addendum as well as any rights obligations and liabilities associated with such shall survive any and all assignments, mergers, or acquisitions by a third party until cancelled in writing by both parties.

5.45 Agreement Dispute Resolution: In the event of any dispute or disagreement between the parties under this Participating Addendum, whether with respect to the interpretation of any provision of this Participating Addendum, or with respect to the performance of either party hereto, except for breach of Contractor's intellectual property rights, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. Except as may be necessary to avoid expiration of the applicable statute of limitations, no legal action of any kind between the parties, except for the seeking of equitable relief in the case of the public's health, safety or welfare or protection of Contractor's or its licensors, Subcontractor's or Contractor's intellectual property rights intellectual property rights, may begin in regard to the dispute until this dispute resolution procedure has been elevated to the Contractor's highest executive authority and the equivalent executive authority within the State, and either of the representatives in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.

5.46 Miscellaneous Terms:

(a) Disclosure of Independence and Relationship: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which Contractor knows a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this Participating Addendum, and if this Participating Addendum involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this Participating Addendum is voidable by the State unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Participating Addendum. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

Contractor certifies to the best of its knowledge and belief, no relationship exists between it and the Participating Entity or Purchasing Entity that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and another person or organization that constitutes a conflict of interest with respect to this Participating Addendum. The Department of Administration may waive this provision, in writing, if those activities of the potential Contractor will not be adverse to the interests of the State.

(b) Dual Employment: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than $12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

(c) Employment: The Contractor will not engage the services of any person or persons it knows is now employed by the State, including any department, commission or board thereof, to provide Contractor Services relating to this Participating Addendum without the written consent of the Purchasing Entity of such person or persons and of the Participating Entity.

(d) Conflict Of Interest: Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of State contracts.

(e) Independent Capacity Of Contractor: The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this Participating Addendum shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. The Contractor agrees to take such steps as may be necessary to ensure that each Subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.

(f) Foreign Corporation. Pursuant to s. 180.1501, Wis. Stats., and Chapter 180, Wis. Stats., generally regarding foreign corporations, a foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Participating Addendum is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

(g) Wisconsin Executive Order 1: Pursuant to 2019 Wisconsin Executive Order 1, Contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

(h) State of Israel: Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued $100,000 or over.

(i) Services performed in United States: Pursuant to s. 16.705(1r), Wis. Stats., services must be performed within the United States.

(j) Orders to Support High-Risk IT Projects: Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the Purchasing Entity, to the Department of Administration for approval any changes to an Order that would change the scope of the original Order and have the effect of increasing the Order price. The Department of Administration shall be authorized to review the Order to determine whether the work proposed is within the scope of the original Order and is necessary. The Department of Administration may assist the Purchasing Entity in negotiations regarding any change to the original Order price.

5 Lease and Rental Agreements: *Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement, and as negotiated by the Participating State or Entity. To the extent the Participating State or Entity wants the Terms and Conditions as set forth in the Master Agreement relating to leasing and rental to govern without entering into a separate lease (or rental) agreement and schedule, the Participating State or Entity may issue a Purchase Order ("PO") and reference the following on the PO:*

(1) "PO is subject to NASPO ValuePoint Master Agreement, Contract # 187846*, and the Participating Addendum, Contract # 505ENT-M25-MFDCOPIER-01"; (2) Participating State or Entity Name, Address, Contact, & Phone-Number; (3) Type of lease (FMV, Straight, or $1 Buyout) or rental; (4) itemized list of equipment and accessories; and (5) monthly payment amount. To the extent the Participating State or Entity wants a separate lease (or rental) agreement and schedule to govern instead, they may negotiate the appropriate terms from the Attachments to the Master Agreement. In either case, and notwithstanding anything to the contrary in this Participating Addendum, in the event of a conflict between either (a) (i) the Terms and Conditions as set forth in the Master Agreement relating to leasing and rental, or (ii) the terms and conditions of the separate lease (or rental) agreement and schedule, and (b) the terms and conditions of this Participating Addendum, the applicable terms and conditions set forth in clause (a) above will supersede and control. To be clear, with respect to leases and rentals only, the termination for convenience provisions set forth in this Participating Addendum, and any other provision in this Participating Addendum that conflicts with the applicable terms and conditions set forth in clause (a) above, will not control.*

6 Authorized Dealers: All Contractors and resellers authorized in the State of Wisconsin, are listed in Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

7 Orders: Any Order placed by a Purchasing Entity for a Product and/or Service available from this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.

Orders can be made out to (a) Contractor or (b) Authorized Dealers as approved by the Contractor and the Participating Entity. To the extent the Purchasing Entity and the Contractor agree on additional terms, the terms will be documented on the Purchasing Entity Order and signed by both parties.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #187846 & State Contract # 505ENT-M25-MFDCOPIER-01 (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease or rental and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

8 Showroom Equipment: Upon request by a Purchasing Entity, showroom equipment for Groups A and B 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 Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and

c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

9 Software: 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.” The software included in the Participating Addendum shall not be utilized as a standalone imaging solution but as a means to enhance the capabilities of the devices. The software license agreement and/or end user license agreement (EULA) terms for each piece of equipment available under this Participating Addendum were not reviewed at the time of the Participating Addendum signing. The Purchasing Entity is solely responsible for negotiating terms and entering into a software license agreement and/or EULA with the applicable Software Supplier. Unless otherwise negotiated between parties, Purchasing Entities that acquire software shall be subject to the applicable license agreements distributed with such software. Contractor has no right, title or interest in any third party software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order.

Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between software license agreement and/or EULA and the Master Agreement, the language in the Master Agreement will supersede and control, unless otherwise stated in a Participating Addendum or an Order. In addition, any language in a software license agreement and/or EULA which violates the State’s constitution or a statute; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

Purchasing Entities must follow their internal business process for any software purchase under this Participating Addendum, such as but not limited to a cloud brokerage review and large, high-risk IT project review. It is the Purchasing Entities’ responsibility to determine which business processes apply.

NASPO ValuePoint
PARTICIPATING ADDENDUM

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS
Led by the State of Colorado

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

Participating Entity: Wisconsin Department of Administration, State Bureau of Procurement	Contractor: Ricoh USA, Inc.
Signature: DocuSigned by: Cheryl Edgington E70A1AADB106453...	Signature:
Name: Cheryl Edgington	Name: Karen Clarkson
Title: Bureau Director	Title: VP, Go-to-Market Strategy, Sustainability & Partnerships
Date: 7/23/2024 | 1:51 PM CDT	Date: 7-17-2024

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

NASPO ValuePoint
PARTICIPATING ADDENDUM

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS
Led by the State of Colorado

ATTACHMENT 1

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

Master Lease Agreement

NASPO ValuePoint

Number:______________________________

CUSTOMER INFORMATION

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

*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., Exton, PA 19341.

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"). Excluding Software not financed by us, 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 sales and use taxes governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product if allowable by law. You hereby state that you are exempt from payment of all federal tax and Wisconsin sales or use tax on your purchases. You may be subject to other states' taxes on your purchases in that state depending on the laws of that state. You (unless you are a State agency) may or may not be subject federal tax and Wisconsin state and local taxes. It is your responsibility to provide us with the appropriate tax exemption information.

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,, 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), or (c) replace the Product with equipment of like age and capacity from Ricoh.

8. Liability and Insurance. You will maintain all-risk property insurance, whether through self-insurance or otherwise, to insure the installed Product for physical loss or damage at replacement value. You must notify us in writing immediately of any loss. 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 this failure continues for forty-five (45) 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 and any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each 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 lesser of 1% per month, or the maximum amount allowed by law; (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) 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.
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 TWELVE (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 pro-rated 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 in the Master Price List. Excluding Ricoh's recordkeeping and record retention responsibilities specified in Participating Addendum no. 505ENT-M25-MFDCOPIER-01, section 5.41 (Recordkeeping and Record Retention), 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.

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 LAWS OF THE STATE OF WISCONSIN. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN WISCONSIN 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 (or pro-rated 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 ______________________________ *Authorized Signer Signature* Printed Name: ______________________________ ______________________________ Title: ______________________________Date: ______________________________	**Accepted by: RICOH USA, INC.** By: ______________________________ *Authorized Signer Signature* Printed Name: ______________________________ Title:______________________________ Date: ______________________________

EXHIBIT A

NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions
Ricoh USA, Inc. Master Agreement No. 187846
State of Wisconsin Participating Addendum No. 505ENT-M25-MFDCOPIER-01

1 PURCHASING ENTITY LEVEL SLA

1.1 Purpose

The Service Level Agreement defines service levels; credits or other payments for the deficient performance of the service levels; as well as provides the Purchasing Entity with a defined replacement process for equipment performing below expectations.

1.2 Purchasing Entity Service Level Agreement

Contractor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Uptime	96% or Better
Average On-Site Response Time	4 Hours or Less
First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between Contractor and the Purchasing Entity.

Contractors are to maintain a service log for each machine serviced describing maintenance and repair services provided. A no-cost copy of service logs/reports must be provided to the Purchasing Entity and/or the Contract Administrator within five (5) working days of request.

1.3 Calculation of Service Level Points

Once per quarter, Contractor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart for each Purchasing Entity. These points will be added to produce a total Service Level score for the Purchasing Entity. This point schedule provided will be used to determine if a credit will be applied. The credit can be up to 4% of the previous quarter’s service and supplies billing (expressed as a percentage). Exhibit A defines the Normal Business Day and State Observed Holidays.

1.3.1 Downtime calculation

1.3.1.1 Calculation for operations open during the Normal Business Day

A calendar month consists of all Normal Business Days during that month Monday through Friday, with the exception of State Observed Holidays.

The total number of machine downtime Normal Business Days in the month shall be calculated as the number of Normal Business Days the machine was down (unable to perform one (1) or more of its specified functions from the time the Purchasing Entity places a call to the time when the machine is running as intended with all features and making usable copies) during the monthly period. The Normal Business Days are counted as whole numbers, starting on the first full business day or with a day that has more than five (5) business hours remaining. A partial day does not count within the Normal Business Day when it is five (5) business hours or less.

Downtime is calculated from the time the Purchasing Entity places the call, receives a service confirmation ticket number, and ends when the machine is up and running, and is based on the machine being inoperative, the copies/pages made are unusable, or a major feature is not usable (i.e. document feeder, auto duplexing, finisher). The downtime is the period of time a piece of equipment is waiting for service to be completed and operational. The State and/or Purchasing Entity is the sole judge of what is considered downtime.

1.3.1.2 Calculation for operations open 7 days a week, 24 hours per day, 365 days per year.

A calendar day, for purposes of operation hours and calculation in this section, is measured from 12:00am to 11:59pm Central Time.

A calendar month consists of all calendar days during that month and includes State Observed Holidays.

The total number of machine downtime, measured in calendar days in the calendar month, shall be calculated as the number of calendar days, excluding State Observed Holidays, the machine was down (unable to perform one or more of its specified functions from the time the Purchasing Entity places a call to the time when the machine is running as intended with all features and making usable copies) during the monthly period. The calendar days are counted as whole numbers, even if the calendar day was partially down.

Downtime is calculated from the time the Purchasing Entity places the call, and ends when the machine is up and running, and is based on the machine being inoperative, the copies/pages made are unusable, or a major feature is not usable (i.e. document feeder, auto duplexing, finisher). The downtime is the period of time a piece of equipment is waiting for service to be completed and operational.

1.3.2 Average Uptime Percent Calculation

1.3.2.1 Calculation for operations open during the Normal Business Day

A calendar month consists of all Normal Business Days during that month Monday through Friday, with the exception of State Observed Holidays.

Step 1: The monthly calculation is as follows:
Average Uptime Percent =
[(total monthly Normal Business Days)
minus
(total number of machine downtime Normal Business Days)
divided by
(total monthly Normal Business Days available)]
multiplied by
100.

Step 2: To report quarterly, each monthly Average Uptime Percent is added together for 3 sequential calendar months and divided by 3.

1.3.2.2 Calculation for operations open 7 days a week, 24 hours per day, 365 days per year.

A calendar day, for purposes of operation hours and calculation in this section, is measured from 12:00am to 11:59pm Central Time.

A calendar month consists of all calendar days during that month and includes State Observed Holidays.

Step 1: The monthly calculation is as follows:
Average Uptime Percent =
[(total calendar days in a calendar month including State Observed Holidays)
minus
(total number of machine downtime calendar days including State Observed Holidays)
divided by
(total monthly calendar days available including State Observed Holidays)]
multiplied by
100.

Step 2: To report quarterly, each monthly Average Uptime Percent is added together for 3 sequential calendar months and divided by 3.

1.3.2.3 Calculation for an operation with both operation types noted in 1.3.2.1 and 1.3.2.2

Step 1: The Purchasing Entity and Contractor must agree prior to calculation the percentage of operations reflecting operations open during the business day and the percentage of operations reflecting equipment with operations open 7 days a week, 24 hours per day, 365 days per year. The total percent for all operations shall be 100%

Step 2:
The calculated total in 1.3.2.1 is multiplied by the Purchasing Entity and Contractor agreed upon percentage of operations reflecting operations open during the business day.

The calculated total in 1.3.2.2 is multiplied by the Purchasing Entity and Contractor agreed upon percentage of operations reflecting operations open 7 days a week, 24 hours per day, 365 days per year.

Each calculated total for each operation will be totaled to determine the average uptime percent for a quarter.

1.3.3 Average On-Site Response Time Calculation

The Purchasing Entity shall receive a call back within one (1) hour of placing a service call. The On-Site Response Time starts from the time the original service call into the Contractor is received from the Purchasing Entity and the time the Contractor arrives on-site prepared to make any repairs, part installations, equipment modifications and equipment configuration changes.

1.3.4 First Time Fix Percent Calculation

The First Time Fix is defined as the measurement of a successful service and technical support call is defined by the dealer's or manufacturer's ability to remedy the underlying issue on the first service call. This measurement shall be that no other service calls are placed for the same issue within a 90 day period of time.

1.3.4.1 Calculation for operations open during the Normal Business Day

A calendar month consists of all Normal Business Days during that month Monday through Friday, with the exception of State Observed Holidays.
Step 1: The monthly calculation is as follows:
First Time Fix =
[(total monthly Normal Business Days)
minus
(total number of machine downtime Normal Business Days for First Time Fix excluding weekends and State Observed Holidays)
divided by
(total available monthly Normal Business Days for First Time Fix excluding weekends and State Observed Holidays)]
multiplied by
100.

Step 2: To report quarterly, each monthly First Time Fix Percent is added together for 3 sequential calendar months and divided by 3.

1.3.4.2 Calculation for operations open 7 days a week, 24 hours per day, 365 days per year.

A calendar day, for purposes of operation hours and calculation in this section, is measured from 12:00am to 11:59pm Central Time.

A calendar month consists of all calendar days during that month and includes State Observed Holidays.

Step 1: The monthly calculation is as follows:
First Time Fix =
[(total monthly calendar days) minus (total number of machine downtime calendar days for First Time Fix including State Observed Holidays)
divided by
(total available monthly calendar days for First Time Fix including State Observed Holidays)]
multiplied by
100.

Step 2: To report quarterly, each monthly First Time Fix Percent is added together for 3 sequential calendar months and divided by 3.

1.3.4.3 Calculation for an operation with both operation types noted in 1.3.4.1 and 1.3.4.2

Step 1: The Purchasing Entity and Contractor must agree prior to calculation the percentage of operations reflecting operations open during the business day and the percentage of operations reflecting equipment with operations open 7 days a week, 24 hours per day, 365 days per year. The total percent for all operations shall be 100%

Step 2: The calculated total in 1.3.4.1 is multiplied by the Purchasing Entity and Contractor agreed upon percentage of operations reflecting operations open during the business day.

The calculated total in 1.3.4.2 is multiplied by the Purchasing Entity and Contractor agreed upon percentage of operations reflecting operations open 7 days a week, 24 hours per day, 365 days per year.

Each calculated total for each operation will be totaled to determine the First Time Fix percent for a quarter.

1.3.5 Service Level Points

	Target Level	**Below Target 1**	**Below Target 2**	**Below Target 3**	**Below Target 4**
Average Uptime	96% or Higher	95.9% to 95.5%	95.4% to 95%	94.9% to 94%	93.9% or lower
Possible Points	4	3	2	2	0

	Target Level	**Below Target 1**	**Below Target 2**	**Below Target 3**	**Below Target 4**
Average Onsite Response Time (in Hours)	4 or Less	4.1 to 5	5.1 to 6	6.1 to 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	79.9% to 70%	69.9% to 60%	59.9% to 50%	Less than 50%
Possible Points	4	3	2	2	0

1.4 Credit Level

	Target Level	**Below Target 1**	**Below Target 2**	**Below Target 3**	**Below Target 4**
Total Score in Total Points for Average Uptime, Average Onsite	12-10	9-7	6-4	3-1	0

Response Time and First Time Fix.					
Credit as a percentage of quarterly service and supplies billings	0%	2.5%	3.0%	3.5%	4.0%

The points are calculated per Section 1.3 and totaled together for the billing period.

As calculated on a quarterly basis, the credit shall be applied to the Purchasing Entity as a credit on the following period's service and supplies invoice.
Example(s):

(a) If a machine is below target 4, then an invoice credit will be applied at a value of 4% of the monthly invoice service and supplies billing for the Purchasing Entity.
(b) If a machine is at the target level, then no credit is required for the billing.

1.5 Equipment Performance

Contractor guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

Group	Devices	Segments	Quarterly Uptime
A	MFD, A3 Up to 90 CPM	All	96%
B	MFD, A4 61 CPM +	All	96%
C	Production Equipment 131 CPM +	All	96%
D	Single-function Printers 61 CPM +	All	96%
E	Large/Wide Format Equipment	All	96%

F	Scanners 131 CPM+	All	96%

If any unit fails to maintain this level of performance between calls and or the monthly uptime, excluding service calls caused by operator error that system will be subject to replacement at the Purchasing Entity's discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, Contractor will be allowed sixty (60) days to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Contract. This replacement policy will remain in effect for the term of the contract and is subject to the Purchasing Entity remaining current with supplier's payment requirements. The 96% uptime requirement shall not apply to Kodak units whose uptime depends, in large part, on the operator's efficiency in replacing operator replaceable components.

1.6 Additional Contractor Guarantees

1.6.1 Training

On-going training as requested by the Purchasing Entity to be performed within ten (10) business days of requested date for on-site training and two (2) hours for phone/technical support. If the Purchasing Entity agrees upon online training in lieu of onsite training, such agreement shall be noted in writing. An invoice credit of $50 per incident that does not meet the turnaround time specified above to be credited to the Purchasing Entity on the next service bill.

1.6.2 Loaner Unit/Backup Production

If any unit is inoperable for a period in excess of 72 hours, Contractor shall provide the Purchasing Entity with either:

(a) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or

(b) Provide the Purchasing Entity with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Contractor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

1.6.3 Invoicing

With respect to service billing and invoicing, Contractor shall maintain timely, accurate invoicing, less service run impressions, as defined below. If upon a 30-day cure period the Contractor does not correct the issue, failure on the Contractor's part to maintain these levels as defined shall result in a service invoice credit of $60.00 per billing cycle per machine with incorrect invoice issues. The charge will show as a credit on the following service invoice or as mutually agreed upon between the Contractor and Purchasing Entity.

Measurable	Service Level
Timely Invoicing	Invoices will be submitted no later than the 25th of the month immediately following the close of a billing period.
Accurate Invoicing	Invoices do not require any credits for miss-billing, including Contractor inaccurate information based on what the Purchasing Entity has provided in writing prior to the invoicing.
Service Impressions	Contractor will credit all service run impressions within the same billing cycle.

2 REPORTING AND BILLING

2.1 Timely Reporting

Contractor shall produce reporting for the State per the schedule below from the closing of the reporting period. Failure to do so will result in an invoice credit of $5.00 per work day beyond the due date.

<u>Period End</u>	<u>Report Received By or Before</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

2.2 Accuracy of Reporting

The State may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State's satisfaction; the State may require an audit by a third party. If errors are found, the Contractor must reimburse the State for the cost of the auditor.

2.3 Accuracy of Billing

The State may request at any point proof of the billing accuracy through the data set supporting the billing. If the State has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State's satisfaction; the State may require an audit by a third party at the cost of the Contractor. If errors are found, the Contractor must reimburse the State for the cost of the auditor as well as correcting any billing errors.

2.4 Credits or Other Payments

All credits or other payments under this, section two (2) of the Service Level Agreement, shall be payable to the State. If only the Participating Entity is impacted by the issue requiring credit, the payment shall be payable to the Participating Entity.