

NASPO ValuePoint

PARTICIPATING ADDENDUM



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

Led by the State of Colorado

Master Agreement #: **189398**

Contractor: **KYOCERA DOCUMENT SOLUTIONS AMERICA, INC.**

Participating Entity: **STATE OF NORTH DAKOTA**

Participating Addendum Number: **131-KYOCERA**

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

- Group A – MFD, A3
- Group B – MFD, A4
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- 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. 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 North Dakota authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Term: This term of this Participating Addendum shall be coterminous with the NASPO ValuePoint Master Agreement Number 189398 (terminate, renew, or extend), unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
3. Participation: This Participating Addendum, established pursuant to North Dakota Century Code (N.D.C.C.) § 54-44.4-13, may be used by all state agencies, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C. ch. 39-04.2, and the International Peace Garden. Participating Entity has sole authority to determine which additional entities authorized by state statute are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating

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Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

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

Contractor Primary Administration

Name:	Joseph Dolce
Address:	225 Sand Road
Telephone:	973-882-6085
Email:	joseph.dolce@da.kyocera.com

Contractor Secondary Administration

Name:	Renato Monteleone
Address:	225 Sand Road
Telephone:	973-423-5884
Email:	renato.monteleone@da.kyocera.com

Participating Entity Primary

Name:	Abigail Dschaak
Address:	600 East Boulevard Ave, Dept 012 Bismarck, ND 58505
Telephone:	701-328-4912
Email:	aadschaak@nd.gov

5. Participating Entity Modifications or Additions to The Master Agreement: The following changes are modifying or supplementing the Master Agreement terms and conditions.
- a. Equipment Placements: All purchases or leases made pursuant to this Participating Addendum must meet all of the following requirements:
 - i. Shall be from:
 1. Group A, Segments 2 through 5
 2. Group B, Segments 2 through 5
 3. Group D, Segments 1 through 3
 - a. Sub-Group D1

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- 4. Group E, Segments Low through High
 - ii. If from: Group A, Segments 6 through 7; Group B, Segment 6; or Group D, Segment 4, the Purchasing Entity must obtain written approval from Contract Administrator in the form of a Contract Exemption Request prior to order placement. Non-state agencies are not subject to this provision.
 - b. Termination (Supplements Master Agreement Terms and Conditions, Item XIV 14.6):
 - Termination for Lack of Funding or Authority**

Participating Entity, by written notice to Contractor, may terminate the whole or any part of this Participating Addendum under any of the following conditions:

 - a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services or goods in the indicated quantities or term.
 - b. If federal or state laws or rules are modified or interpreted in a way that the services or good are no longer allowable or appropriate for purchase under this Participating Addendum or are no longer eligible for the funding proposed for payments authorized by this Participating Addendum.
 - c. If any license, permit, or certificate required by law or rule, or by the terms of this Participating Addendum, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Participating Addendum under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination.

- c. **Nondiscrimination and Compliance with Laws:** Contractor agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.)

Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums.

Contractor shall have and keep current all licenses and permits required by law during the Term of this Participating Addendum all licenses and permits required by law.

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Contractor is prohibited from boycotting Israel for the duration of this Participating Addendum. (See N.D.C.C. § 54-44.4-15.) Contractor represents that it does not and will not engage in a boycotting Israel during the term of this Participating Addendum. If Participating Entity receives evidence that Contractor boycotts Israel, Participating Entity shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if Contractor has fewer than ten full-time employees.

Contractor's failure to comply with this section may be deemed a material breach by Contractor entitling Participating Entity to terminate in accordance with the Termination for Cause section of the Master Agreement, Master Agreement Terms and Conditions, Item XIV 14.6.

- d. Injunctive Relief (Supplements Master Agreement Terms and Conditions, Item XIV 14.2.3): Contractor shall immediately report to Participating Entity any and all unauthorized disclosures or uses of Participating Entity's confidential information or proprietary information of which Contractor or its staff is aware or has knowledge. Contractor acknowledges that any unauthorized publication or disclosure of Participating Entity's confidential information or proprietary information to others may cause immediate and irreparable harm to Participating Entity. If Contractor should publish or disclose such confidential information or proprietary information without authorization, Participating Entity shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. Contractor shall indemnify, defend, and hold harmless Participating Entity from all damages, costs, liabilities, and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's unauthorized use or disclosure of Participating Entity's confidential information or proprietary information. As a condition to these indemnity obligations, Participating Entity will provide Contractor with prompt notice of any claim of which Participating Entity is aware and for which indemnification shall be sought under this Participating Addendum and shall cooperate in all reasonable respects with Contractor in connection with any such claim and grants Contractor sole defense of such claims. In connection with such claims, Contractor will pay all defense costs, settlement amounts, court awarded damages (including court costs and reasonable attorneys' fees), and third-party costs incurred by Participating Entity at the request of Contractor in connection with the defense of the claim.
- e. Confidentiality (Replaces Master Agreement Terms and Conditions, Item XIV 14.2.1): Contractor shall not use or disclose any information it receives from Participating Entity under this Participating Addendum that Participating Entity has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Participating Addendum or as authorized in advance by Participating Entity. Participating

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Entity shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that Participating Entity determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, [N.D.C.C. CH. 44-04](#). The duty of Participating Entity and Contractor to maintain confidentiality of information under this section continues beyond the Term of this Participating Addendum.

- f. Compliance with Public Record Laws: Under the North Dakota public records law and subject to the Confidentiality clause of this Participating Addendum, certain records may be open to the public upon request.

Public records may include: (a) records Participating Entity receives from Contractor under this Participating Addendum, (b) records obtained by either Party under this Participating Addendum, and (c) records generated by either Party under this Participating Addendum.

Contractor agrees to contact Participating Entity immediately upon receiving a request for information under the public records law and to comply with Participating Entity's instructions on how to respond to such request.

- g. Indemnification (Supplements Master Agreement Terms and Conditions, Item XII): Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. Contractor also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Participating Addendum.
- h. Insurance (Replaces Master Agreement Terms and Conditions, Item XIII 13.2.1): Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- i. Spoliation – Notice of Potential Claims: Contractor shall promptly notify Participating Entity of all potential claims that arise or result from this Participating Addendum. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Participating Entity the opportunity to review and inspect such evidence, including the scene of an accident.
- j. Severability: If any term of this Participating Addendum is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and

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obligations of the Parties are to be construed and enforced as if this Participating Addendum did not contain that term.

- k. Applicable Law and Venue (Replaces Master Agreement Terms and Conditions, Item XIV 14.12): This Participating Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Participating Addendum must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.
 - l. Alternative Dispute Resolution – Jury Trial: By entering this Participating Addendum, Participating Entity does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The Parties may enforce the rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.
 - m. State Audit: Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of Contractor relevant to this Participating Addendum are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Contractor shall maintain these records for at least three (3) years following completion of this Participating Addendum and be able to provide them upon reasonable notice. Participating Entity, State Auditor, or Auditor's designee shall provide reasonable notice to Contractor prior to conducting examination.
 - n. Supplemental Documents (Supplements Master Agreement Terms and Conditions, Item VII 7.20): Any End User License Agreements (EULA's), clickwrap agreements, or third-party software agreements required for an Order placed must be submitted to the Contract Administrator for approval.
 - o. Open Market Items (Supplements Exhibit A – Statement of Work, Item B.3): The Purchasing Entity must obtain written approval from Contract Administrator in the form of a Contract Exemption Request prior to order placement for any Open Market Items. Non-state agencies are not subject to this provision.
6. Orders: Any order placed by a Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #189398 & State Contract #131" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease or rental and monthly payment (5) Itemized list

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of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

7. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such 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 an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.
8. SAAS and Data Security: Remote access to Data from outside the continental United States, including remote access to Data by authorized support staff in identified support centers, is prohibited. If Contractor is unable to comply, a Request for Exemption from Information Technology Standards or Statutory Policies (SFN 51687) must be submitted in coordination with Participating Entity and Contractor for the North Dakota Information Technology Department's review and approval or disapproval.
9. Participating Entity Reporting Requirements: Quarterly reports will be provided by Contractor to Participating Entity showing a summary of each sale to include Purchasing Entity, description and amount.
10. Attachments: The following attachments are subject to the Master Agreement and this Participating Addendum:
 - a. Attachment 1 – Kyocera Master Lease Agreement Terms and Conditions
 - b. Attachment 2 - Kyocera Master Lease Agreement Schedule
 - c. Attachment 3 - Kyocera Lease Agreement Terms and Conditions (FMV/\$1buyout)
 - d. Attachment 4 - Kyocera Straight Lease Agreement Terms and Conditions
 - e. Attachment 5 - Kyocera Cancellable Rental Terms and Conditions
 - f. Attachment 6 - Kyocera Cotermious Addendum Terms and Conditions
 - g. Attachment 7 - Kyocera Service Maintenance Agreement
 - h. Attachment 8 - Kyocera Sample MPS Statement of Work
 - i. Attachment 9 - Kyocera Software Finance Agreement

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

Participating Entity: State of North Dakota	Contractor: Kyocera Document Solutions America, Inc.
Signature: 	Signature: Signed by:  9D5B4A52511842C...
Name: Abigail Dschaak	Name: Gerry Mahoney
Title: State Procurement Officer	Title: VP of Sales
Date: 10-21-2024	Date: 10/23/2024

[Additional signatures may be added if required by the Participating Entity]

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.]***

ATTACHMENT 1 – KYOCERA MASTER LEASE AGREEMENT TERMS AND CONDITIONS

LESSEE: _____

NASPO Master Agreement #189398

Master Lease Agreement

This Master Lease Agreement ("Agreement") is dated as of this _____, 20____, and is by and between __DE Lage Landen Financial Services 1111 Old Eagle School Road, Wayne, Pennsylvania 19087 ("Lessor") and the Lessee identified above ("Lessee").

The words "you" and "your" refer to the "Lessee" and the words "we", "us" and "our" refer to the Lessor. Please read your copy of this Agreement carefully and feel free to ask us any questions you may have about it. Assignee is the Third Party leasing company billing and collecting in the name of the Lessor. allowed under NASPO ValuePoint Master Agreement Terms and Conditions, Exhibit A, [Section III.D.1, to which payments are assigned.]

1. LEASE: This Agreement establishes the general terms and conditions under which we may from time to time lease Equipment (as hereinafter defined) to you. The terms of this Agreement shall be deemed to form a part of each Schedule (the form of which is attached hereto as Exhibit A) executed by you and us which references this Agreement. "Equipment" shall mean all items of equipment described in any Schedule. You may issue Purchase Orders that incorporate by reference this Master Lease Agreement and if so incorporated by reference, each such Purchase Order will constitute a Schedule for the purposes of this Master Lease Agreement. Each Schedule shall constitute a separate Lease Agreement ("Lease") incorporating all of the terms of this Agreement. In the event of a conflict between the provisions of any Lease and the provisions of this Agreement, the provisions of the Lease shall prevail, providing they do not conflict with the language in the NASPO ValuePoint Master Agreement,] in which case, the Master Agreement language shall prevail.

2. TERM AND RENT: This Agreement shall become effective upon acceptance and execution by us and shall remain effective at least until the expiration of the last Lease term under any Schedule. Each Lease is effective on the date that it is accepted and signed by us, and the term of each Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated on the Lease. Lease Payments will be due as invoiced by us until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to you under the Lease are paid in full. Your obligation to pay the Lease Payments and other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim. All payments will be made to us at the above address we indicate in writing. **THIS AGREEMENT AND ALL LEASES ARE NON-CANCELABLE except as** specified under the NASPO ValuePoint Master Agreement Terms and Conditions [Non-appropriations of Funds Section III.F.6]. The amount of each Lease Payment is based on the supplier's best estimate of the Equipment cost including (if applicable), any installation, other related costs and estimated sales or use tax, and per the pricing in the NASPO ValuePoint Master Agreement.

3. LATE CHARGES/DOCUMENTATION FEES: If a Lease Payment is not made within 15 days of the due date, you will pay us, a late charge of 1% of the payment or an amount only to the extent permitted by law, whichever is less.

4. DELIVERY AND ACCEPTANCE: The costs of delivery and installation of the Equipment are included in the cost of the Equipment. If requested, you will sign a separate Equipment delivery and acceptance certificate.

5. SELECTION OF EQUIPMENT/DISCLAIMER OF WARRANTIES: You have selected the Equipment and the Supplier. Assignee is not the Supplier of the Equipment and we or our Assignee are leasing the Equipment to you "AS-IS" under this Agreement. We or our Assignee MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE under this Lease. We and our Assignee transfer to you for the term of a Lease all warranties, if any, made by the Supplier. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT OR ANY LEASE AND EXCEPT FOR THE SUPPLIER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT A LEASE OR THE EQUIPMENT UNLESS SUCH IS MUTUALLY AGREED UPON AND EXECUTED IN WRITING. WE SHALL NOT BE LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT

ATTACHMENT 1 – KYOCERA MASTER LEASE AGREEMENT TERMS AND CONDITIONS

OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER A LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER.

6. TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You have the right to use the Equipment for the full Lease term provided you comply with the terms and conditions of the Lease. Although the Equipment may become attached to real estate, it remains personal property and you agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without our prior written consent. If we feel it is necessary, you agree to provide us with waivers of interest or liens, from anyone claiming any interest in the real estate on which any item of Equipment is located. We also have the right, at reasonable times, to inspect the Equipment.

7. USE, MAINTENANCE AND REPAIR: You are required, at your own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and you will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become our property. You may, with our prior written consent, make modifications to the Equipment; provided such modifications do not reduce the value or usefulness of the Equipment or result in the loss of any warranty or any certification necessary for the maintenance of the Equipment and such modifications must be easily removable without causing damage to the Equipment. Before returning the Equipment, you agree to remove such modifications and restore the Equipment to its original condition. If you fail to remove such modifications, we are deemed the owner of such modifications. IN THE EVENT THE LEASE PAYMENTS INCLUDE THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY THE SUPPLIER YOU ACKNOWLEDGE THAT OUR ASSIGNEE IS NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

8. ASSIGNMENT: YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS AGREEMENT AND ANY LEASE WITHOUT OUR PRIOR WRITTEN CONSENT (WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD). You agree that we may not sell, assign or transfer any Lease without notice to you, and if we do, the new owner or assignee will have the same rights and benefits that we now have but will not have to perform any of our obligations and that the rights of the new owner or assignee will not be subject to any claims, defenses, or set-offs that you may have against us. Any such assignment, sale or transfer of a Lease or the Equipment will not relieve us of our obligations to you under the Lease.

9. REDELIVERY AND RENEWAL: Upon at least sixty (60) days but not more than ninety (90) days prior to the expiration of the Lease term, we shall advise you of the end of the Lease term options available to you in writing (email will be sufficient for a writing). Provided you have given thirty (30) days written notice, you shall exercise your option to i) purchase the Equipment, ii) renew the Lease on a month-to-month basis, or iii) return (or make available) the Equipment to us in good repair, condition and working order, ordinary wear and tear excepted. If you fail to notify us, you will promptly make the Equipment available to us, in as good repair, condition and working order, ordinary wear and tear excepted.

10. LOSS OR DAMAGE: You are responsible for the risk of loss or destruction of, or damage to the Equipment while the Equipment is in your possession. No such loss or damage relieves you from any obligation under a Lease. You agree to promptly notify us in writing of any loss or destruction or damage to the Equipment and you will, at our option, (a) repair the Equipment to good condition and working order, (b) replace the Equipment with like Equipment in good repair, condition and working order, acceptable to us and transfer clear title to such replacement Equipment to us, such Equipment shall be subject to the Lease and be deemed the Equipment, or (c) pay to us the present value of the total of all unpaid Lease Payments for the full Lease term, plus the estimated fair market value of the

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Equipment at the end of the originally scheduled Lease term or any End of Lease Option price stated on the Lease ("Residual"), with the accelerated Lease Payments and the Residual discounted at the lesser of (a) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by us, or (b) 3% per annum (the "Present Value Rate"), whichever is lower, whereupon the Lease shall terminate. All proceeds of insurance received by us as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of your obligations.

11. RESERVED.

12. TAXES: You are tax exempt and shall provide a valid tax exempt certificate upon our request.

13. RESERVED.

14. DEFAULT: You are in default of this Agreement and any Lease if any of the following occurs: a) you fail to pay any Lease Payment or other sum within forty-five (45) days of when due; b) you breach any representation or other obligation under this Agreement and this failure continues for forty-five (45) days after we notify you of default; c) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, make an assignment for the benefit of creditors and/or you become insolvent or unable to pay your debts when due; you stop doing business as a going concern; you merge, consolidate, transfer all or substantially all of your assets; you make an assignment for the benefit of creditors or you undergo a substantial deterioration in your financial condition; or d) you, voluntarily file or have filed against you involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for you or it or a substantial part of your or its assets; e) Lessee, its owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom.

15. REMEDIES: We have the following remedies if a default should occur: a) Upon written notice, declare the entire balance of the unpaid Lease Payments for the full term immediately due and payable and you agree to compensate us, not as a penalty, by paying, the sum of: (i) all past due and current Lease Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Lease Payments (or other periodic payments) and charges for the remainder of the term of such Lease, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) immediately terminate your right to use the software including the disabling (on-site or by remote communication) of any software; (iv) demand the immediate return and obtain possession of the software and re-license the software at a public or private sale; and/or (v) cause the software supplier to terminate the software license, support and other services under the software license); vi) Charge you overdue account charges up to a maximum rate of one percent (1%) per month from the date of default until paid, but in no event more than the maximum rate permitted by law, whichever is less; and c) Require that you return the Equipment to us and in the event you fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of a Lease unless we expressly notify you in writing. In the event the Equipment is returned or repossessed by us and unless we have terminated the Lease, we will sell or re-rent the Equipment to any persons with any terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to your obligations with you remaining liable for any deficiency and with any excess being retained by us. The credit for any sums to be received by us from any such rental shall be discounted to the date of the agreement at six percent (6%) per year. You agree that any delay or failure to enforce our rights under this Agreement or any Lease does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A(508-500) of the UCC.

16. PURCHASE OPTION: Upon expiration of the Lease term, provided you are not in default, you shall have the option to purchase all but not less than all of the Equipment on the terms as indicated in the End of Lease Options checked off on the Lease. We will use our reasonable judgment to

ATTACHMENT 1 – KYOCERA MASTER LEASE AGREEMENT TERMS AND CONDITIONS

determine the Equipment's fair market value for all FMV purchase options which shall be based on the Equipment remaining in place. Should you decide to return the Equipment at end of the contracted term, you will be provided return instructions and the Equipment will be returned to us at no expense to you.

17. RESERVED.

18. WARRANTY OF BUSINESS PURPOSE: You represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.

19. UCC FILINGS AND FINANCIAL STATEMENTS: You authorize us to file a financing statement with respect to the Equipment signed by us where permitted by the Uniform Commercial Code ("UCC") and grant us the right to sign such financing statement on your behalf. The filing of a financing statement is not to be construed as evidence that any security interest was intended to be created, but only to give public notice of our ownership of the Equipment. If a Lease is deemed at any time to be one intended as security then you grant us a security interest in the Equipment and the proceeds from the sale, rent or other disposition of the Equipment. If we feel it is necessary, you agree to submit financial statements (audited if available) on a quarterly basis.

20. NOTICE: Written notices will be deemed to have been given when delivered personally, via e-mail or deposited in the United States mail, postage prepaid, addressed to the recipient at its address above or at any other address subsequently provided in writing.

21. UCC — ARTICLE 2A PROVISIONS: You agree that each Lease is a Finance Lease as that term is defined in Article 2A of the UCC. You acknowledge that we have given you the name of the Supplier of the Equipment. We hereby notify you that you may have rights under the contract with the Supplier and you may contact the Supplier for a description of any rights or warranties that you may have under this supply contract.

22. CHOICE OF LAW: This Agreement and each Lease shall in all respects be interpreted and all transactions subject to this Agreement and each Lease and all rights and liabilities of the parties under this Agreement and each Lease shall be determined and governed as to their validity, interpretation, enforcement and effect by the laws of the state of the Lessee, except for local filing requirements.

23. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS: This Agreement under the NASPO ValuePoint Master Agreement and each Lease contain the entire agreement and understanding of the parties. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Agreement and each Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Agreement and each Lease.

24. FACSIMILE DOCUMENTATION: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 22) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

25. NON-APPROPRIATION: (Applicable only if the Lessee is a State or political subdivision of a State) You are obligated only to pay such Lease Payments under any Schedule to this Agreement as may lawfully been made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event you have requested and sufficient funds shall not be appropriated or

ATTACHMENT 1 – KYOCERA MASTER LEASE AGREEMENT TERMS AND CONDITIONS

are not otherwise legally available to pay the Lease Payments required to be paid in the next fiscal year, the Schedule shall be deemed to be terminated at the end of the current fiscal year. You agree to deliver written notice to us of such termination of at least 30 days prior to the end of the current fiscal year but failure to give such notice shall not extend the Lease Schedule term beyond the current fiscal year. If a Schedule is terminated in accordance with this Section, you agree, at your cost and expense, to peaceably deliver the Equipment to us at the location or locations specified by us.

MASTER LEASE AGREEMENT SCHEDULE

NASPO MASTER AGREEMENT #189398

LEASE COMMENCEMENT DATE _____ LEASE NUMBER _____ SCHEDULE NO. _____

This Master Lease Agreement Schedule is entered into pursuant to and incorporates the terms and conditions of that certain Master Lease Agreement dated as of _____, 20____ (“Agreement”) by and between Kyocera Document Solutions America, Inc. (“Lessor”) and _____ (“Lessee”).

LESSEE	Full Legal Name _____ DBA Name (If Any) _____
	Billing Address _____ Phone Number _____
	City _____ County _____ State _____ Zip Code _____
	Send Invoice to Attention of _____

VENDOR	Vendor Name _____ Address _____
	City _____ County _____ State _____ Zip Code _____
	Name of Sales Rep _____ Phone Number _____

EQUIPMENT INFORMATION	Equipment Location (if not same as above) _____		
	City _____ County _____ State _____ Zip _____		
	Quantity	Model Number	Description (Attach Schedule If Necessary)

PAYMENT INFORMATION	Number of Lease Payments	Lease Payment	(PLUS)	Sales Tax	(EQUALS)	Total Lease Payment
			+		=	
			+		=	
			+		=	
			+		=	
			+		=	
	Term of Lease in Months _____					
Payment Frequency: ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Other _____						
End of Lease Option: ☐ FMV ☐ 10% ☐ \$1 ☐ Other _____						
End of Lease Purchase Option shall be FMV unless another option is selected.						

FIRST PAYMENT	Security Deposit	(PLUS)	First Lease Payment	(PLUS)	Other	(EQUALS)	Total Payment Enclosed
		+		+		=	
*Make check payable to Lessor							

LESSEE SIGNATURE	YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT, AND IN ANY ATTACHMENTS TO THE SAME, ALL OF WHICH ARE INCORPORATED INTO AND BECOME PART OF THIS SCHEDULE. YOU ACKNOWLEDGE TO HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS AND UNDERSTAND THAT THIS IS A NON-CANCELABLE AGREEMENT FOR THE FULL TERM SHOWN ABOVE. YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.	
	Signature X _____ (LEASE MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)	
	Print Name _____	
	Title _____ Date _____	
	Legal Name of Corporation or Partnership _____	

ACCEPTED BY LESSOR	Signature X _____
	Title _____ Date _____
	Legal Name of Corporation or Partnership _____

ATTACHMENT 3 - KYOCERA LEASE AGREEMENT TERMS AND CONDITIONS (FMV/\$1BUYOUT)

Kyocera Lease Agreement Terms and Conditions (FMV/\$1buyout) NASPO Master Agreement #189398

1. Lease: You (the "Lessee" "you" or "your") agree to lease from Kyocera Document Solutions America, Inc. (the "Lessor" and as supplier and manufacturer, the "Supplier", "we" or "our" our "us") the Equipment listed above and on any attached schedule (the "Lease"). Assignee is the Third Party leasing company billing and collecting in the name of the Lessor, allowed under NASPO ValuePoint Master Agreement Terms and Conditions, Section III.D.1 ("Assignee") to which payments are assigned. If a payment is not made within 45 days of the due date, you will pay us a late charge of 1% of the payment but only to the extent permitted by law and whichever amount is less. **YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION UNLESS MUTUALLY AGREED UPON AND EXECUTED IN WRITING.**

2. Term: This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim except as specified in the NASPO ValuePoint Master Agreement Section III.F.6.

3. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

4. Equipment Use, Maintenance and Warranties: Assignee is not the Supplier of the Equipment and We or our Assignee are leasing the Equipment to you "AS-IS". WE or our Assignee MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We and our Assignee transfer to you any Supplier warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. **The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that the Assignee is not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Supplier. No one may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Supplier's inability to deliver such Service, under any circumstance, including, without limitation, such Supplier's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.**

5. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent (which consent shall not be unreasonably withheld). You agree that we may not sell, assign, or transfer the Lease without notice to you, and if we do, the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier. Any such assignment, sale or transfer of a Lease or the Equipment will not relieve us of our obligations to you under the Lease.

6. Risk of Loss You are responsible for providing protection of the Equipment from damage, destruction or loss of any kind while the equipment is in your possession. If the Equipment is damaged, destroyed or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense.

7. Taxes: You are tax-exempt and shall provide a valid tax exempt certificate upon our request.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount within forty-five (45) days of when due; or b) you breach any other obligation under the Lease and this failure continues for forty-five (45) days after we notify you of default. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us and you agree to compensate us, not as a penalty, by paying, the sum of: (i) all past due and current Lease Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) and charges for the remainder of the term of such Lease, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is lower); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment, and with respect to any software) immediately terminate your right to use the software including the disabling (on-site or by remote communication) of any software; (iv) demand the immediate return and obtain possession of the software and re-license the software at a public or private sale; and/or (v) cause the software supplier to terminate the software license, support and other services under the software license); (vi) charge you overdue account

ATTACHMENT 3 - KYOCERA LEASE AGREEMENT TERMS AND CONDITIONS (FMV/\$1BUYOUT)

charges up to the maximum rate of one percent (1%) per month from the date of default until paid, but in no event more than the maximum rate permitted by law, whichever is less; and (vii) require that you promptly return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days' notice will constitute reasonable notice. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A(508-500) of the UCC.

9. End of Lease, Return, Purchase Option, and Renewal: Upon at least 60 days but not more than 90 days prior to the expiration of the initial lease term (or any renewal term), WE shall advise you of the end of the Lease term options available to you in writing (email will be sufficient for writing). Provided you have given thirty (30) days written notice, you shall exercise your option to i) purchase the Equipment, ii) renew the Lease on a month-to-month basis, or iii) return (or make available) the Equipment to us in good repair, condition and working order, ordinary wear and tear excepted. If you fail to notify us, you will immediately make the Equipment available to us, in good repair, condition and working order, ordinary wear and tear excepted. Should you decide to return the Equipment at the end of the contracted term, you will be provided return instructions and the Equipment will be returned to us at no expense to you.

10. Miscellaneous: You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. **This Lease shall be governed and construed in accordance with the laws of state of the Lessee. You consent to the non-exclusive jurisdiction, personal or otherwise, in any State Courts in such state.** You (i) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (ii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder.

11. NON-APPROPRIATION: (Applicable only if the Lessee is a State or political subdivision of a State) You are obligated only to pay such Lease Payments under any Schedule to this Agreement as may lawfully been made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event you have requested and sufficient funds shall not be appropriated or are not otherwise legally available to pay the Lease Payments required to be paid in the next fiscal year, the Schedule shall be deemed to be terminated at the end of the current fiscal year. You agree to deliver written notice to us of such termination of at least 30 days prior to the end of the current fiscal year but failure to give such notice shall not extend the Lease Schedule term beyond the current fiscal year. If a Schedule is terminated in accordance with this Section, you agree, at your cost and expense, to peaceably deliver the Equipment to us at the location or locations specified by us.

ATTACHMENT 4 - KYOCERA STRAIGHT LEASE AGREEMENT TERMS AND CONDITIONS

Kyocera Straight Lease Agreement Terms and Conditions NASPO Master Agreement #189398

Please read YOUR copy of this Lease Agreement carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Customer" and the words "WE", "US" and "OUR" refer to Kyocera Document Solutions America, Inc. (the "Company" and as supplier and manufacturer, the "Supplier"). Assignee is the Third Party leasing company billing and collecting in the name of the Lessor allowed under NASPO ValuePoint Master Agreement Terms and Conditions, Section III.D.1 ("Assignee") to which payments are assigned.

1. LEASE: WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above on any attached schedule, including all replacement parts, repairs, additions and accessories ("Equipment").

2. TERM: This Lease Agreement is effective on the date that it is accepted and signed by US, and the term of this Lease Agreement begins on that date or any later date that WE designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Your obligation to pay the Lease Payments and YOUR other Lease Agreement obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as specified under the NASPO ValuePoint Master Agreement Section III.F.6. All payments will be made to US at the address indicated or any other place WE indicate in writing. THIS AGREEMENT IS NON-CANCELABLE. The amount of each Lease Payment is based on the supplier's best estimate of the Equipment cost including (if applicable), any installation, other related costs.

3. LATE CHARGES/DOCUMENTATION FEES: If a Lease Payment is not made within 45 days of the due date, YOU will pay US, a late charge of 1% of the payment but only to the extent permitted by law, whichever is less.

4. DELIVERY AND ACCEPTANCE: The costs of delivery and installation of the Equipment are included in the cost of the Equipment. If requested, YOU will sign a separate Equipment delivery and acceptance certificate.

5. USE, MAINTENANCE, REPAIR, SUPPLIES AND WARRANTIES: YOU have selected the Equipment and the Supplier. Assignee is not the Supplier of the Equipment and WE or our Assignee are leasing the Equipment to YOU "AS-IS". WE OR OUR ASSIGNEE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE and our Assignee transfer to YOU for the term of this Lease Agreement all warranties, if any, made by the Supplier. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AGREEMENT AND EXCEPT FOR THE SUPPLIER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE AGREEMENT OR THE EQUIPMENT UNLESS MUTUALLY AGREED TO AND EXECUTED IN WRITING. WE SHALL NOT BE LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE AGREEMENT WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER.

6. TITLE, PERSONAL PROPERTY, and LOCATION AND INSPECTION: WE will have title to the Equipment. If the Lease Agreement is deemed to be a security agreement, YOU grant US a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment for the full Lease Agreement term provided YOU comply with the terms and conditions of this Lease Agreement. Although the Equipment may become attached to real estate, it remains personal property and YOU agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or lien, from anyone claiming any interest in the real estate on which any item of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

7. MAINTENANCE: YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, while the Equipment is in your possession. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU may, with OUR prior written consent, make modifications to the Equipment, provided such modifications do not reduce the value or usefulness of the Equipment or result in the loss of any warranty or any certification necessary for the maintenance of the Equipment and such modifications must be easily removable without causing damage to the Equipment. Before returning the Equipment, YOU agree to remove such modifications and restore the Equipment to its original condition. If YOU fail to remove such modifications, WE are deemed the owner of such modifications. IN THE EVENT THE LEASE PAYMENTS INCLUDE THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY THE SUPPLIER, YOU ACKNOWLEDGE THAT OUR ASSIGNEE IS NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE

ATTACHMENT 4 - KYOCERA STRAIGHT LEASE AGREEMENT TERMS AND CONDITIONS

SUPPLIER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

8. ASSIGNMENT: YOU AGREE NOT TO TRANSFER, SELL, LEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD). YOU agree that WE may not sell, assign or transfer this Lease Agreement without notice to you and if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and that the rights of the new owner will not be subject to any claims, defenses, or set-offs that YOU may have against US. Any such assignment, sale or transfer of this Lease Agreement or the Equipment will not relieve US of OUR obligations to YOU under this Lease Agreement.

9. REDELIVERY AND RENEWAL: Upon at least sixty (60) but not more than ninety (90) days prior to the expiration of the Lease term, WE shall advise YOU, in writing (email will be sufficient for a writing) of YOUR options at the end of the Lease term. Provided YOU have given thirty (30) days written notice, you shall exercise your option to i) renew the Lease Agreement on a month-to-month basis, or ii) return (or make available) the Equipment to us in good repair, condition and working order, ordinary wear and tear excepted. If YOU do fail to notify US, YOU will immediately make the Equipment available to us, in good repair, condition and working order, ordinary wear and tear excepted. Should you decide to return the Equipment at end of the contracted term, you will be provided return instructions and the Equipment will be returned to us at no expense to you.

10. LOSS OR DAMAGE: YOU are responsible for the risk of loss or destruction of, or damage to the Equipment while it is in your possession. No such loss or damage relieves YOU from any obligation under this Lease Agreement. YOU agree to promptly notify US in writing of any loss or destruction or damage to the Equipment and YOU will, at OUR option, a) repair the Equipment to good condition and working order, b) replace the Equipment with like Equipment in good repair, condition and working order, acceptable to US and transfer clear title to such replacement Equipment to US, such Equipment shall be subject to this Lease Agreement and be deemed the Equipment, or c) pay to US the present value of the total of all unpaid Lease Payments for the full Lease Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled Lease Agreement term ("Residual"), with the accelerated Lease Payments and the Residual discounted at a rate of 4% per annum (the "Present Value Rate"), whereupon this Lease Agreement shall terminate. All proceeds of insurance received by US as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of YOUR obligations.

11. RESERVED.

12. TAXES: YOU are tax-exempt and shall provide a valid tax exempt certificate upon OUR request.

13. RESERVED.

14. DEFAULT: YOU are in default of this Lease Agreement if any of the following occurs: a) YOU fail to pay any Lease Payment or other sum within forty-five (45) days of when due; b) YOU breach any representation or other obligation under this Lease Agreement with US and this failure continues for forty-five (45) days after we notify you of default; c) any guarantor dies, YOU become insolvent or unable to pay YOUR debts when due; YOU stop doing business as a going concern; YOU merge, consolidate, transfer all or substantially all of YOUR assets; YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition; or (d) YOU voluntarily file or have filed against YOU involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator will be appointed for it or a substantial part of its assets.

15. REMEDIES: WE have the following remedies if a default should occur: a) Upon written notice, declare the entire balance of the unpaid Lease Payments for the full term immediately due and payable and you agree to compensate us, not as a penalty, by paying, the sum of: (i) all past due and current Lease Payments (or other periodic payments) and charges due under this Agreement and applicable Schedule; (ii) the present value of all remaining Lease Payments (or other periodic payments) and charges for the remainder of the term of such Lease, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is less); and (iii) with respect to any software, immediately terminate your right to use the software including the disabling (on-site or by remote communication) of any software; (iv) demand the immediate return and obtain possession of the software and re-license the software at a public or private sale; and/or (v) cause the software supplier to terminate the software license, support and other services under the software license; (vi) Charge YOU overdue account charges up to a maximum rate of one percent (1%) per month from the date of default until paid, but in no event more than the maximum rate permitted by law; and (vii) Require that YOU return the Equipment to US and in the event YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease Agreement unless WE expressly notify YOU in writing. In

ATTACHMENT 4 - KYOCERA STRAIGHT LEASE AGREEMENT TERMS AND CONDITIONS

the event the Equipment is returned or repossessed by US and unless WE have terminated this Lease Agreement, WE will sell or re-lease the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds deducting the costs and expenses of such sale or re-lease to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by US. The credit for any sums to be received by US from any such lease shall be discounted to the date of the agreement at four percent (4%) per year. YOU agree that any delay or failure to enforce OUR rights under this Lease Agreement does not prevent US from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A(508-500) of the UCC.

16. RESERVED.

17. RESERVED.

18. WARRANTIES: YOU represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.

19. UCC FILINGS AND FINANCIAL STATEMENTS: YOU authorize US to file a Uniform Commercial Code ("UCC") financing statement with respect to the Equipment signed by US where permitted by the UCC and grant US the right to sign such financing statement on YOUR behalf. The filing of a financing statement is not to be construed as evidence that any security interest was intended to be created, but only to give public notice of OUR ownership of the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. NOTICE: Written notices will be deemed to have been given when delivered personally, sent via e-mail or deposited in the United States mail, postage prepaid, addressed to the recipient at its address above or at any other address subsequently provided in writing.

21. UCC - ARTICLE 2A PROVISIONS: YOU agree that this Lease Agreement is a Finance Lease as that term is defined in Article 2A of the UCC. YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract.

22. CHOICE OF LAW: This Lease Agreement shall in all respects be interpreted and all transactions subject to this Lease Agreement and all rights and liabilities of the parties under the Lease Agreement shall be determined and governed as to their validity, interpretation, enforcement and effect by the laws of the state of the Customer except for local filing requirements.

23. SEVERABILITY; WAIVERS: No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease Agreement which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease Agreement.

24. ELECTRONIC DOCUMENTATION: You agree, upon our request, to submit the original of this Lease Agreement to the Company via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement. Both parties agree that this Lease Agreement signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 11) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

ATTACHMENT 5 - KYOCERA CANCELLABLE RENTAL TERMS AND CONDITIONS

Kyocera Cancellable Rental Terms and Conditions NASPO Master Agreement #189398

Please read YOUR copy of this Rental Agreement carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Customer" and the words "WE", "US" and "OUR" refer to Kyocera Document Solutions America, Inc. (the "Company" and as supplier and manufacturer, the "Supplier").

1. RENTAL: WE agree to rent to YOU and YOU agree to rent from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Rental Agreement and on any attached schedule.

2. TERM: This Rental Agreement is effective on the date that it is accepted and signed by US, and the term of this Rental Agreement begins on that date or any later date that WE designate (the "Commencement Date") and continues thereafter for the number of months indicated above. All payments will be made to US at the above address or any other place WE indicate in writing. YOU SHALL HAVE THE OPTION TO CANCEL THE RENTAL AT ANYTIME THROUGH THE TERM OF THIS AGREEMENT BY PROVIDING US WITH THIRTY (30) DAY PRIOR WRITTEN NOTICE.

3. LATE CHARGES/DOCUMENTATION FEES: If a Rental Payment is not made within 45 days of the due date, YOU will pay US, a late charge of 1% of the payment but only to the extent permitted by law, whichever is less.

4. DELIVERY AND ACCEPTANCE: The costs of delivery and installation of the Equipment are included in the cost of the Equipment. If requested, YOU will sign a separate Equipment delivery and acceptance certificate.

5. USE, MAINTENANCE, REPAIR, SUPPLIES AND WARRANTIES: Assignee is not the Supplier of the Equipment and WE or our Assignee are renting the Equipment to YOU "AS-IS". WE OR OUR ASSIGNEE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE AND OUR ASSIGNEE transfer to YOU for the term of this Rental Agreement all warranties, if any, made by the Supplier. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS RENTAL AGREEMENT AND EXCEPT FOR THE SUPPLIER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS RENTAL AGREEMENT OR THE EQUIPMENT UNLESS MUTUALLY AGREED AND EXECUTED IN WRITING. WE SHALL NOT BE LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT.

6. TITLE, PERSONAL PROPERTY, and LOCATION AND INSPECTION: WE will have title to the Equipment. If the Rental Agreement is deemed to be a security agreement, YOU grant US a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment for the full Rental Agreement term provided YOU comply with the terms and conditions of this Rental Agreement. Although the Equipment may become attached to real estate, it remains personal property and YOU agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or lien, from anyone claiming any interest in the real estate on which any item of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

7. MAINTENANCE: YOU are required to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, while the Equipment is in your possession. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU may, with OUR prior written consent, make modifications to the Equipment, provided such modifications do not reduce the value or usefulness of the Equipment or result in the loss of any warranty or any certification necessary for the maintenance of the Equipment and such modifications must be easily removable without causing damage to the Equipment. Before returning the Equipment, YOU agree to remove such modifications and restore the Equipment to its original condition. If YOU fail to remove such modifications, WE are deemed the owner of such modifications. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER. AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED RENTAL PAYMENTS.

8. ASSIGNMENT: YOU AGREE NOT TO TRANSFER, SELL, RENT, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS RENTAL AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD). YOU agree that WE may not sell, assign or transfer this Rental Agreement without notice to you and if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and that the rights of the new owner will not be subject to any claims, defenses, or set-offs that YOU may have against US. Any such assignment, sale or transfer of this Rental Agreement or the Equipment will not relieve US of OUR obligations to YOU under this Rental Agreement.

ATTACHMENT 5 - KYOCERA CANCELLABLE RENTAL TERMS AND CONDITIONS

9. REDELIVERY AND RENEWAL: Provided YOU have given thirty (30) days written notice, you shall exercise your option to i) renew the Rental Agreement on a month-to-month basis, or ii) return (or make available) the Equipment to us in good repair, condition and working order, ordinary wear and tear excepted. If YOU do fail to notify US, YOU will immediately make the Equipment available to us, in good repair, condition and working order, ordinary wear and tear excepted.

10. LOSS OR DAMAGE: YOU are responsible for the risk of loss or destruction of, or damage to the Equipment, while it is in your possession. No such loss or damage relieves YOU from any obligation under this Rental Agreement. YOU agree to promptly notify US in writing of any loss or destruction or damage to the Equipment and YOU will, at OUR option, a) repair the Equipment to good condition and working order, b) replace the Equipment with like Equipment in good repair, condition and working order, acceptable to US and transfer clear title to such replacement Equipment to US, such Equipment shall be subject to this Rental Agreement and be deemed the Equipment, or c) pay to US the present value of the total of all unpaid Rental Payments for the full Rental Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled Rental Agreement term with the accelerated Rental Payments and the Residual discounted at a rate of 4% per annum (the "Present Value Rate"), whereupon this Rental Agreement shall terminate. All proceeds of insurance received by US as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of YOUR obligations.

11. RESERVED

12. TAXES: YOU are tax-exempt and shall provide a valid tax exempt certificate upon OUR request.

13. RENTAL PROVISIONS: Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments.

14. DEFAULT: YOU are in default of this Rental Agreement if any of the following occurs: a) YOU fail to pay any Rental Payment or other sum within forty-five (45) days of when due; b) YOU breach any representation or other obligation under this Rental Agreement with US and this failure continues for forty-five (45) days after we notify you of default; c) YOU merge, consolidate, transfer all or substantially all of YOUR assets; d) YOU make an assignment for the benefit of creditors; or (e) YOU voluntarily file or have filed against YOU involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator will be appointed for it or a substantial part of its assets.

15. REMEDIES: WE have the following remedies if a default should occur: a) Charge you overdue account charges up to a maximum rate of one percent (1%) per month from the date of default until paid, but in no event more than the maximum permitted by law; b) Charge YOU a return-check or non-sufficient funds charge ("NSF Charge") to reimburse US for the time and expense incurred with respect to a check that is returned for any reason including non-sufficient or uncollected funds, such NSF Charge is stipulated and liquidated at \$25.00; and c) Reposes the Equipment or Require that YOU return the Equipment to US and in the event YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will constitute a termination of this Rental Agreement. YOU agree that any delay or failure to enforce OUR rights under this Rental Agreement does not prevent US from enforcing any rights at a later time.

16. RESERVED.

17. RESERVED.

18. WARRANTIES: YOU represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.

19. UCC FILINGS AND FINANCIAL STATEMENTS: YOU authorize US to file a Uniform Commercial Code ("UCC") financing statement with respect to the Equipment signed by US where permitted by the UCC and grant US the right to sign such financing statement on YOUR behalf. The filing of a financing statement is not to be construed as evidence that any security interest was intended to be created, but only to give public notice of OUR ownership of the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. NOTICE: Written notices will be deemed to have been given when delivered personally or deposited in the United States mail, postage prepaid, addressed to the recipient at its address above or at any other address subsequently provided in writing.

ATTACHMENT 5 - KYOCERA CANCELLABLE RENTAL TERMS AND CONDITIONS

21 RESERVED.

22. CHOICE OF LAW: This Rental Agreement shall in all respects be interpreted and all transactions subject to this Rental Agreement and all rights and liabilities of the parties under the Rental Agreement shall be determined and governed as to their validity, interpretation, enforcement and effect by the laws of the state of the Customer except for local filing requirements.

23. SEVERABILITY; WAIVERS: No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Rental Agreement which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Rental Agreement.

ATTACHMENT 6 - KYOCERA COTERMINOUS ADDENDUM TERMS AND CONDITIONS

Kyocera Cotermious Addendum Terms and Conditions NASPO Master Agreement #189398

WHEREAS, Lessor, Creditor, or Lender as applicable ("Creditor") and the above described Lessee, Debtor, or Borrower as applicable ("Debtor") have determined that it is to their mutual benefit to make certain additions to the above described Lease or Contract ("Contract").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the Terms and Conditions of the Contract, it is hereby agreed as follows:

1. The above described items of additional equipment ("Additional Equipment") are added to the Equipment in the Contract.
2. Creditor hereby leases, rents, or finances (as applicable) the Additional Equipment to the Debtor (jointly and severally, if more than one) pursuant to the above described additional monthly payment ("Additional Monthly Payment") and for the above described number of monthly payments.
3. Creditor shall invoice Debtor for the Additional Monthly Payment for the Additional Equipment. The first Additional Monthly Payment is due on the date the Additional Equipment is delivered to Debtor and subsequent payments are due on the same day of each month thereafter which will continue for the above described term.
4. The amount of each Additional Monthly Payment is based on the supplier's best estimate of the cost of the Additional Equipment including (if applicable) installation and other related costs and the estimated sales or use tax.
5. If Debtor has not accepted the Additional Equipment in all respects for the purpose of this Addendum within 30 days of Equipment delivery, Debtor authorizes Creditor to increase the Monthly Payment amount of the original Contract to reflect the cost of the Additional Equipment, in order to maintain the rate of return reflected by the above described payment schedule. The term of this Addendum shall run concurrent with the term of the Contract.
6. Debtor agrees to pay all adjusted Additional Monthly Payments as and when due under this Addendum.
7. Debtor agrees that Creditor may combine the Additional Monthly Payment with the current Contract payment and invoice Debtor for the combined payment.
8. It is expressly agreed by the parties that this Addendum is supplemental to the Contract which is by reference made a part hereof, and all the Terms and Conditions and provisions thereof, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten, incorporated and included herein.
9. In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Lease or Schedule, the provisions of this Addendum shall in all respects govern and control.

YOU AGREE THAT THIS CONTRACT MAY BE EXECUTED IN COUNTERPARTS AND ANY FACSIMILE, PHOTOGRAPHIC OR OTHER ELECTRONIC TRANSMISSION AND/OR ELECTRONIC SIGNING OF THIS CONTRACT BY YOU WHEN MANUALLY COUNTERSIGNED BY US OR ATTACHED TO OUR ORIGINAL SIGNATURE COUNTERPART AND/OR IN OUR POSSESSION SHALL CONSTITUTE THE SOLE ORIGINAL CHATTEL PAPER AS DEFINED IN THE UCC FOR ALL PURPOSES AND WILL BE ADMISSIBLE AS LEGAL EVIDENCE THEREOF. AT OUR OPTION, WE MAY REQUIRE A MANUAL SIGNATURE.



National/Government Account Program
225 Sand Road
Fairfield, NJ 07004-0008
Phone: (973) 461-4297
Fax: (973) 882-4411

SERVICE MAINTENANCE AGREEMENT
NASPO Master Agreement 189398

BILL TO LOCATION:	SERVICE LOCATION:
Customer's Name:	Customer's Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
E-mail:	Phone:
☐ MFP/PRINTERS ALL INCLUSIVE MAINTENANCE: (INCLUDES SUPPLIES) Color and Black & White Devices. Includes Labor, Parts, Drums Toner. (Does not include Paper or Staples)	Fax:
	Key Operator:
	E-mail:
☐ MFP/PRINTER ALL INCLUSIVE MAINTENANCE: (NO SUPPLIES INCLUDED) Color and Black & White Devices. Includes Labor, Parts & Drums only.	Servicing Dealer/KDA Branch:
	Billing Type:
☐ PRINTER MAINTENANCE PLAN: Includes all Parts & Labor. Maintenance Kits & Paper are not included.	☐ Quarterly Billing/Overage Plan
	☐ Monthly Billing/Overage Plan
	Install Date:_____/_____/_____
	Contract Start Date:_____/_____/_____
	Contract End Date:_____/_____/_____
	(After the end date, contracts will be renewed on same billing program.)
☐ OTHER PLAN (w/ explanation):	

(For future acquisitions of contracted products under a KDA National Account Pricing Agreement please attached list of models and service rates.)

PRODUCTS (Model Number)	SERIAL NUMBER	MINIMUM CHARGE	YEARLY/MONTHLY COPIES INCLUDED	EXCESS COPY CHARGES	STARTING METER READING

* PLEASE INCLUDE TAX WHERE APPLICABLE. * THIS AGREEMENT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

CUSTOMER'S SIGNATURE

DATE

KYOCERA SIGNATURE

DATE

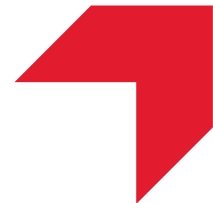
PRINTED NAME & TITLE OF PERSON SIGNING

PRINTED NAME & TITLE OF PERSON SIGNING

NOT VALID UNTIL PAID IN FULL AND SIGNED BY AN AUTHORIZED KYOCERA REPRESENTATIVE

Maintenance Agreement Terms and Conditions

1. Kyocera Document Solutions America, Inc. or an Authorized Kyocera Dealer (both referred to herein as "KDA") will provide full maintenance service for the copiers, printers, multi-functional machines and related accessories (referred to as "Products") described on the front of this Agreement. KDA will provide preventative maintenance calls in conjunction with regular or emergency service calls for the Products.
2. On a monthly Billing Plan the Customer is billed each month with a Minimum Charge and an Excess Copy Charge based upon the number of copies made on the Products. Unless specifically stated on the front of this Agreement, paper and staples, are excluded.
3. Some Products may be connected to an automatic meter reading device which will report the number of copies made each year on an Annual Billing Plan or each month on a Monthly Billing Plan and upon which invoices will be based. If an automatic meter reading device is not installed or fails to report properly, Customer shall provide KDA by telephone with the actual meter reading on the last business day of each one-year period on an Annual Billing Plan or each calendar month on a Monthly Billing Plan. KDA may estimate the number of copies used if such reading is not received by KDA. The estimated Copy Charge shall be adjusted upon receipt of actual meter reading.
4. If toner and toner disposal tanks are elected to be included in the service provided under the Agreement, KDA will provide KDA brand toner and toner disposal tanks to the customer, based upon normal yield. If Customer's usage of supplies exceeds the normal yields for the copier being serviced by more than 15%, KDA will invoice and Customer agree to pay, for the excess supplies at KDA's Master Agreement pricing. Any toner in storage at the Customer location is the property of KDA and KDA's representative may take an inventory periodically during normal business hours, at KDA's discretion.
5. Service calls under this Agreement will be made by KDA during KDA's normal business hours. Customer must provide adequate space for operation and maintenance of the Products and reasonable storage space for supplies to be used with the Products. Customer agrees to provide for the Products adequate electricity (including if necessary a dedicated 220v/20 amp wall outlet of 110v/15 amp or 20 amp wall outlet based on electrical wiring specification of Products), non-dedicated analog telephone line for an automatic meter reading device (with proper connection such as RJ-11 telephone connector) within seven feet of copier. The telephone line must not have any special features, such as "call waiting" and must be capable of making an outside long distance call.
6. During the term of this Agreement, KDA will provide without charge, replacement parts for parts which have been worn or broken through normal use. All other parts furnished will be billed to Customer at KDA's published parts prices in effect at the time such parts are sold.
7. If any Product is moved to a location which is significantly further from KDA servicing location than the original location, KDA may elect to discontinue the service and refund the Maintenance Agreement price, or service the Equipment based on the Service Zone requirements, as outlined in the Master Agreement.
8. This Agreement will not apply to service made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, power surges, low or high voltage in the electrical line, fire, water or other casualty, or to repair made necessary as a result of either service by personnel other than KDA personnel or the used of supplies or parts not meeting KDA's published specifications. KDA will charge customer for repairs and parts, due to the foregoing, at the prices per the Master Agreement, when such service work is performed.
9. When service work beyond the scope of this Agreement is required, KDA will submit a cost estimate for such service work. If such service work is authorized by the Customer, a separate invoice will be rendered.
10. This Agreement covers only the Products listed on the front of this Agreement and does not include any Products, equipment or accessories not listed.
11. This Agreement may not be assigned by the Customer.
12. This Agreement does not include applicable taxes. Customer is tax exempt and will provide a certificate of tax exemption upon KDA's request.
13. If Customer defaults in any payments under this Agreement, then KDA shall be entitled to an interest and finance charge of 1% per month or the maximum allowed by law, whichever is less, on the unpaid balance.
14. This Agreement shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms and conditions of any order submitted by the Customer in respect to KDA's service, or any oral representative made by any KDA representative.
15. This Agreement shall remain in full force and effect for successive Coverage Periods, but may be terminated at any time after the initial Coverage Period by either party on thirty (30) days prior written notice to the other party. The Maintenance Agreement price for the new period may be increased to reflect the age of the equipment or increased costs to KDA, but at no time shall exceed NASPO ValuePoint Master Agreement pricing. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement. KDA reserves the right not to renew this Agreement for specific Products if in KDA's sole discretion it believes a Product service overhaul is required.



KYOCERA ADIMO SOW
ASSESSMENT
NASPO MASTER AGREEMENT
#189398



Assessment Phase



COPYRIGHT

The report contained herein is the intellectual property of Kyocera Document Services and shall remain so throughout the project and after its completion. Under the terms of the project agreement, Kyocera agrees to license the Client to use this report to assist in the making of decisions related to your document technology environment.

Client shall not reproduce or redistribute any portion of this report without the expressed written consent of Kyocera.

Furthermore, Client agrees to hold the contents of Kyocera proprietary report in the strictest of confidence and not to share the information with any other third party, unless required under applicable law.

Conversely, Kyocera acknowledges that the information provided by Client and its client is confidential in nature and has been disclosed solely for the purpose of generating this audit report. In consequence, Kyocera commits to not disclose it to any third party without Client's express permission.

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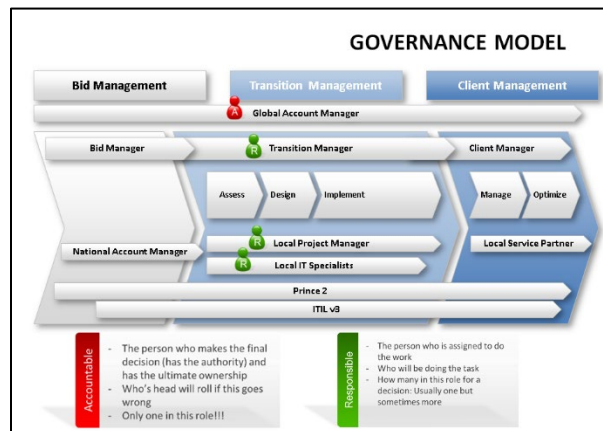
INTRODUCTION



1. Introduction

Kyocera's proven Global Managed Print methodology is designed to gain a clear understanding of our client's environment, requirements and goals in order to deliver an exceptional customer experience.

This process is called ADIMO; which seeks to **A**ssess your current environment and needs, **D**esign a powerful go-forward solution, **I**mplement that vision, **M**anage the environment on a consistent basis while limiting the burden on your own internal resources, and continuously **O**ptimize the print/document fleet for ongoing improvements and further benefits.



The ADIMO process utilized by Kyocera is the same process in every corner of the globe; focusing on delivering a unified customer experience and dependable results.

Since 1997 Kyocera Document Solutions has employed this methodology for our customers with outstanding results. Our customers have continued to enjoy the long-lasting benefits of a process that has been improved and perfected over the years.

1.1 Objective

The first, and most important part of the process, is the assessment of your existing environment, existing workflows and gain a clear understanding of what you want to accomplish.

Kyocera provides a physical onsite assessment of all client locations and sites within predetermined scope. The following outlines the process by which these assessments are conducted, the client-side resources required and the deliverables upon completion.

The goals of the specific assessment need to be clearly defined and understood by all parties. The following outlines Kyocera's Key Performance Indicators as standard components of our offering:

- Understand Client specific security standards as well as provide a solution that meets generally accepted, industry standard security protocols
- Understand Client specific environmental objectives as well as providing a solution that is sustainable and minimized the impact on our collective planet.

- Understand Client specific workflows and business process
- Understand current costs and target for any cost savings
- Understand user concerns and specific goals as it relates to the print environment

1.2 Methodology

The process by which we seek to gain this understanding of the existing business process and workflows includes the following:

- Physical Walkthrough and device mapping
- Data collecting of existing volume information
- End-user interviews where practicable
- Environmental statistical analysis
- Spend analysis

1.3 Deliverables

Upon completion of the assessment Kyocera will provide a detailed report entitled “(Client name, Site) – Business Case”. This report will include:

- Assumptions used in the execution of the assessment
- General overview and findings
- Device and volume metrics
- Floorplan representation of devices
- Environmental analysis
- Spend analysis
- Recommendations

1.4 Ownership of Data

All data captured during the assessment will be the property of the client for use in any fashion the client should see fit. Any proprietary information such as logos, branding, or otherwise Kyocera specific content remains the sole property of Kyocera Document Solutions.

Kyocera will provide all data collected during the assessment to the client for future use.

Kyocera will not share any data collected with any party beyond the client unless otherwise authorized to do so by the client in writing. Kyocera may request the right to use some form of the data collected in future marketing collateral, but will do so only with the client’s express written consent.

2. Scope

The following outlines the general terms and conditions of Kyocera’s proposed scope of service for the execution of a Managed Print Assessment for the client. The objective the preceding is to identify components of the scope of the assessment and clearly define roles and responsibilities. Additional components may be added to this section as seen relevant to the client or based on Kyocera recommendations.

2.1 Locations and Sites

All facilities or sites determined to be in scope for the assessment will be visited by a Kyocera representative or contacted via telephone. The determination of onsite visit or telephone interview is based on client request. Kyocera’s recommendation is that any facility with one hundred (100) employees or more receive an onsite assessment; locations with fewer than one hundred employees may only require a telephone interview.

For the purpose of this engagement the locations/sites considered in scope are outlined in Appendix A (Locations in Scope). The scheduling and completion of the assessments will be tracked in the following format and shared with the client throughout the engagement:

Site Name	Country	City	Address	Site Contact	Number of Users	Scheduled Date	Completion Date	Business Case Reviewed

Business Case reviews will be provided immediately upon completion and share with the client project team for validation. Changes to recommendations will be updated accordingly and added to the project summary.

2.2 Data Captured

The following outlines the information to be gathered during the assessment process.

2.2.1 Equipment

Unless otherwise specified Kyocera will capture all data related to office and production printing equipment within the client locations. The equipment to be analyzed includes:

- Single function network connected devices
- Single function locally connected devices
- Single function non-connected devices
 - Includes devices connected to specialized equipment

- Multifunction Peripherals
 - Defined as copiers, MFPs, MFDs
 - Network connected and stand alone
- Wide Format Devices
 - LED, Laser, and ink-based plotters, graphic reprographic wide format
- Impact Printers
- Label Printers
- Production or press equipment
 - LED, Laser, Thermal or ink based high-volume reprographic equipment

The data captured from equipment will include:

- Physical device location
- Condition of equipment
- Number of user in proximity
- Obstacles or shortcomings of equipment
- Configuration of equipment
 - Additional options or features
- Status pages from equipment when practicable

2.2.2 Volume Data

For the purposes of the assessment Kyocera will capture relevant usage data from any and all devices in scope. The preferred method of data capture is via an intelligent Data Collection Agent (DCA), see Data Collection Tools. The DCA will provide the most accurate account of volume information if it is pertinent to analyze print data over a protracted period of ninety (90) days. In the event that this timeframe is not suitable to the overall project objectives assumptions of volume data will be made.

The DCA will capture all volume information produced by the device MIB of network connected devices in scope. The scope for capture of network connected devices is defined as the network subnet ranges provided for the data capture.

The protocol utilized for the capture of data is SNMP Port 161. No data is disseminated to the network or devices during this process.

Once the data is captured for all devices in scope volume information will be captured denoting the current output meter of the devices. Most devices will report volume information in summary and with detail as type. Type is defined as:

- Media type; i.e. A3, A4, Letter, Legal
- Output type; i.e. Copy, print, fax
- Color / Mono
- Simplex / Duplex

Data captured will represent the current volume of the devices at time of data capture. This date will be noted on all future reviews of the data.

Calculations/Assumptions will be made based upon the captured data to determine a monthly average. The calculation used to determine this average is:

- Term or contact devices (i.e. devices on lease with a clearly defined installation date): Total volume divided by months in service.
- Devices with no clearly defined installation date: Total volume divided by number of months since device introduction date minus two.
 - This assumes that the devices were acquired new shortly after their introduction date and have remained in the same location since installation.
 - Although this method does not provide an exact monthly volume it does often provide a fairly representative estimate of monthly usage.

In the event that it is not prudent to run the DCA in the environment, the data capture will be conducted manually from each devices. This is done by printing a status/counter page from the device, or by noting the volume displayed on the devices' internal counter.

For non-network connected devices, the data will be captured manually from any devices that are able to produce a usage status page.

Additional assumptions will be made based on access to devices or relevant data; these assumptions will be applied to devices in example:

- Not accessible at the time of assessment due to lack of physical access; i.e. in a locked room, in a room where it is not prudent to enter
- Locally connected devices by which capturing the data would cause a disruption
- Devices are in operable or otherwise in use thereby prohibiting capture of the data

In the event that assumptions are required this calculation will be made by:

- Using the average volume from like type devices
- Using a mutually agreed upon average estimate

The data provided to the client, as it relates to volume data, will include:

- Output statistics:
 - Mono vs. Color
 - Number of pages printed in summary and by device
- Utilization: Volume vs. manufacturer recommended volume
 - Not to be confused with Duty Cycle
- Summary of findings

2.2.3 Workflow Assessment

During the execution of our assessment Kyocera will attempt to gain a clear understanding of the document workflows of specific users, groups and departments.

The workflow analysis will be conducted by user interviews, data analytics, and process assessment. The business workflows will be either clearly defined or ad hoc. Additional Kyocera resources may be assigned for a more in-depth assessment of the business processes. Additional scope of work may be required for these assessments and will be clearly outlined before inception.

2.2.3.1 Defined Workflows

Defined Workflows are classified as business process that are identified as being a candidate for Business Process Automation (BPI) at the onset of the engagement. These business process may include areas such as:

- HR Onboarding
- Accounts Payable / Accounts Receivable Process
- Logistics
- Customer service management
- Digital content management
- Document management

These areas of focus are typically document intensive and may benefit from automation or BPI.

2.2.3.2 Ad Hoc Workflows

Ad hoc workflows are business process or document challenges that are identified throughout the course of the Kyocera assessment. These workflows are captured via user interviews, user comments in passing, or obviously challenged areas for improvement.

All recommendations will be made through the Business Case Review and will not be necessarily shared with the user at the time of the assessment to ensure project continuity.

All recommendations for BPI or automation will be made at the discretion of the client.

2.2.3 Environmental Data

During the course of the assessment, Kyocera will capture relevant data as it relates the environmental impact of the print environment. General data captured from the devices will include:

- Equipment TEC – Typical Energy Consumption
- Equipment CO₂ Output
- Estimated waste:
 - Captured via observations of waste left present on the device
 - General, mutually agreed upon, estimates of waste
- Consumable recycling process

The data used to calculate the TEC and CO₂ rating of the devices is based on publicly available information provided by the manufacturer or independent resources; Kyocera utilizes Buyer Laboratory, Inc (BLI) data.

This information will be shared in the Business Case Review regardless of its relevance to the overall project or client objectives. Environmental Sustainability is a paramount cornerstone of any proposed Kyocera Go-Forward recommendation.

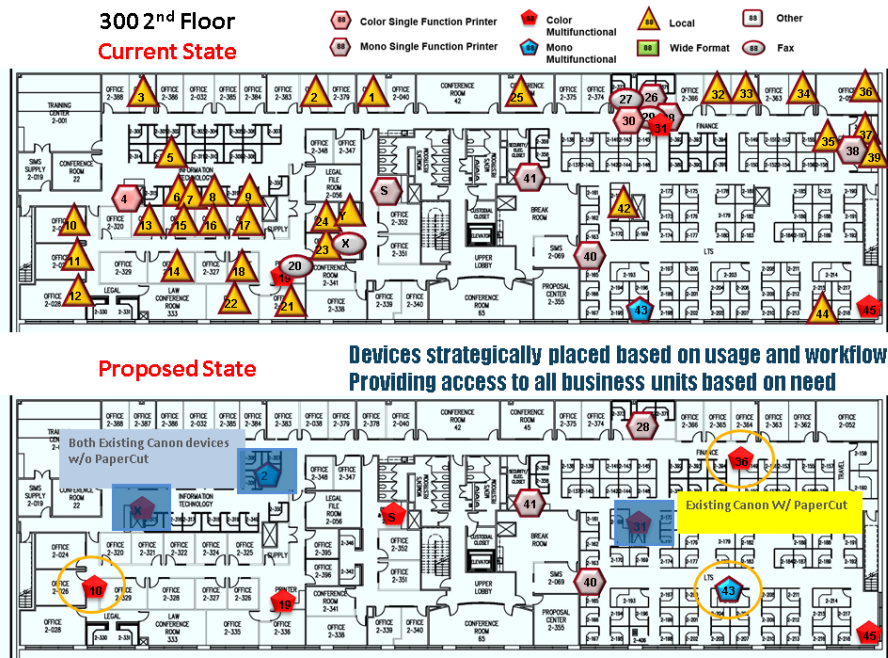
2.2.4 Mapping

During the assessment Kyocera will capture devices locations as they relate to the physical floorplan of the environment. This information is captured manually by utilizing a client provided floorplan or blueprint and noting the exact location of the devices.

This data will be provided to the client in the Business Case Review in MS PowerPoint format and is stored in Kyocera’s own internal MPS database for use in a go-forward managed solution. Each device in the “Current State” will be noted by a unique icon based on device type and a unique number which correlates to extended data. The purpose of the current state map is to provide a graphically representation of the device distribution and areas where consolidation may be prudent.

Kyocera will also provide a recommended “Future State” representation of a go-forward recommendation. This future state mapping is designed to be used as a client / Kyocera validation tool. Once the go-forward state is mutually agreed upon this future mapping will be used for the ongoing management of devices in-place. The Kyocera MPS team will utilize this data to more effectively service the equipment and support the user community.

Example Shown Below (used with client consent):



2.2.5 Security / Threat Data

Throughout the course of the assessment Kyocera will attempt to identify security threats and vulnerabilities. The identification of these threats will include, but not be limited to:

- Known vulnerabilities from specific device types
- Assumed vulnerabilities based on device age
- Obvious security risks; i.e. a USB cabling dangling from a network connected device

Our assessment may also include a detailed inspection of the network traffic as it relates to print identifying areas of potential concern. In order to complete this assessment Kyocera will require network access and express client permission to conduct the assessment.

Upon completion Kyocera will provide a detailed document as appendix to the Business Case outlining any potential threats and go forward recommendations for improvement and go-forward device settings. See Appendix B (Security WhitePapers) for more information.

2.2.6 Spend Assessment

A key component to the overall assessment and subsequent Business Case Review is the “Current State” spend analysis and recommended “Future State” spend estimate. Clearly this is a driver in any go-forward solution.

The assessment of current spend can be conducted based on quantitative or empirical data sets. The most accurate assessment of spend will be based on the following components:

- Copies of existing contract information
 - Device lease contacts
 - Existing maintenance agreement contracts
- P-Card spend reporting
- Accounts Payable payment history by category
- Other relevant spend data

Although having a clear, documented estate of the current spend provides the most accurate and actionable information for the purposes of the current state and impact of future recommendations it may not be practical to share. We understand and respect this fact.

In the event that the quantitative data is not shared Kyocera will make general assumptions of current spend based on industry averages and estimations. In our experience we have found that our estimated current costs are close to actual client spend. Any assumptions made will be made clear in the Business Case Review. The following outlines the general baseline for estimating current costs:

Consumable Spend (for non-contracted devices):

Kyocera will estimate the current spend on consumables such as toner by utilizing the average “street price” of the print cartridges based upon publically available data. Kyocera utilizes CDW.com for the cost of the toner less 20% (assuming that volume discounts are being achieved).

All toner has an estimated yield based on 5% coverage. Our proposed current state spend will be provided as cost per impression based on this calculation; cost of toner divided by yield equals cost per impression for toner.

Service Spend (for non-contracted devices):

If no actual data is available for existing service contracts, Kyocera will apply a general assumption, unless otherwise directed that assumes that maintenance kits are replaced based on manufacturers’ recommendation. The same calculation and process is used to determine this cost.

IMPORTANT NOTE: For non-contracted devices, Kyocera makes the assumption that there is zero service cost associated with the device. Although this may not be true, it provides a conservative estimate of actual cost and does not allow for including soft costs.

Lease Contract Spend:

For devices currently under contract or on lease, Kyocera will assign a monthly dollar amount to each device based on type; i.e. 45ppm Mono MFD = \$200 / Month. All assumptive costs will be outlined in the Business Case and can be adjusted accordingly during or before data validation.

Contracted Service Spend:

The same general assumptions for existing cost per impression/page (CPI/ CPP) will be made as it relates to mono and color “click” costs. All assumed costs will be disclosed and adjusted accordingly.

Energy Cost:

Unless otherwise directed, Kyocera will use current, publicly available energy costs from Energystar.gov to represent an estimated cost of energy usage. This cost is determined by calculating the device at manufacturer specified “normal usage” TEC times the estimated cost per kilowatt hour.

Other Costs:

Any other costs that are included in the Business Case Current Spend Analysis will be clearly outlined as part of the Assumptions section of the review.

Kyocera will not add any soft costs as it pertains to the maintenance or support of the current environment. Any additional reductions in cost as part of our recommendations should be viewed as ancillary benefit.

2.2.7 End User Happiness

One of the key focuses with any managed solutions must be the effect it has on the individual end-user. Kyocera strives to deliver that makes and keeps users happy, not simply satisfied.

As a result, Kyocera requests the ability to conduct an online customer happiness survey that asks five simple, mutually agreed upon, questions designed to gauge how users feel about the current print environment.

Kyocera will develop, post, and share the survey as well as any results with the client.

Subsequently, Kyocera would recommend using this survey at least once annually to ensure that users' needs are being met.

Kyocera utilizes SuveryMonkey.com to conduct and produce the survey.

SHARED ASPECTS

2.3 Client Responsibilities

The following outlines the client responsibilities and estimated impact incurred during the execution of the assessment. It is our goal for our assessment process to cause as little disruption to business

as is possible. Kyocera respects the client workplace and seeks to minimize the impact during this process.

2.3.1 General Client Responsibilities

- Provide a complete location list as well as client-site contact and contact information
- Provide time slots for assessments at each facility
 - If undefined Kyocera will assign dates and coordinate with local contacts
- Provide floorplans for each facility
 - Preferred electronic version in PDF
 - In the event the client is unable to secure these a copy of a fire escape map (found on premises) will suffice
 - Kyocera will require two copies of hard copy floor plans; one working, one for digitization
- Provide an escort for each facility
 - As a standard practice Kyocera will not conduct an assessment unescorted
 - POC escort should have a general understanding of device locations and facility workflow
- (If applicable) Access to a network recourse and space on a virtual server for the installation of the DCA
- Email communication to the user community informing them of the assessment (client preference)
- Current contract data; e.g., Invoices, contracts, other relevant spend data (client preference)

Kyocera will provide a detailed request outlining these requirements prior the scheduled assessment time to the facility POC.

2.3.2 IT Resources

In the event that Kyocera is conducting a security assessment or loading a DCA into the environment for the purposes of the assessment, additional client resources will be required. See server requirements for technical specifications.

Kyocera also requests access to file servers, in scheduled/client approved sessions, utilizing GoToMeeting. These sessions will be client controlled and conducted by an offsite Kyocera resource. Specific estimated time requirements will be communicated in advance. Kyocera will also require information as it relates to the network topology and the network subnets that contain print devices for discovery.

2.3.3 Time Allocation

The time frames to complete the onsite assessments or phone interviews will be determined by the physical logistics of the location/site and the number of users and devices within each facility. A general estimate of time frame in a typical office environment is: assessment of forty (40) units every two (2) hours for an onsite evaluation. Not all facilities are “typical” and the layout of the environment may greatly impact this timeline.

Kyocera will provide an estimated time to complete each assessment on the Assessment Schedule Checklist.

Phone interviews for smaller locations typically take between 15-30 minutes to conduct. Kyocera will utilize the same format and checklist for the execution of phone interviews to ensure the same data is captured for all locations.

Once the assessment is complete, Kyocera anticipates an average of one week to compile the captured data. Once this is complete, we will provide the findings in PDF format or via live/virtual meeting. The review of the Business Case is expected to have a duration of one hour.

2.4 Assessment Factors

During the assessment, multiple factors are taken into account to be included in our findings and conclusions. These factors are based on years of experience in conducting such assessments and focus primarily on the project goals and the wellbeing of the user community.

Some of these factors include obstacles that may lead to a hindrance of user productivity or performance such as:

- Device location as it relates to a communal break area:
 - A MFD next to a water cooler could create a bottle neck in productivity
- Floorplan or facility layout restrictions; e.g., a barrier or cubicles that cause a user to take longer to reach the device
- Distance between devices
- Functionality of devices readily available to a user

Other factors that are taken into account include job function and requirements:

- Genuine business requirement for color
- Types of jobs being reproduced
- Scanning requirements
- Fax capability
- Peak time production

All of these components are imperative to understand so that no recourse or tool that is currently being utilized is removed; or that any function that is required going forward is proposed and communicated during the Business Case Review.

3. Conclusion and Next Steps

Kyocera's goal is to provide a complete and thorough assessment of your current environment in an effort to better enable you to make more informed decisions related to your print strategy. It is our intention to communicate this data clearly and concisely, albeit with statistical data backup, in a fashion that is aligned with your specific goals.

Once the Assessment Phase of the ADIMO process is completed, and the data has been validated our next step is to Design the further state and outline how we will meet and exceed your expectations.

ATTACHMENT 9 - KYOCERA SOFTWARE FINANCE AGREEMENT**Kyocera Software Finance Agreement
NASPO Master Agreement #189398**

1. Agreement: You ("Obligor") agree to pay us ("Payee"), pursuant to this Agreement, the installment payments identified above for the System (defined as the equipment ("Equipment"), software ("Software") and the right to receive consulting, maintenance and other related services (collectively, "Support") listed above). Obligor is deemed to have unconditionally and irrevocably accepted the System on the date Obligor signs the delivery and acceptance certificate (the "Commencement Date"). The Agreement starts on the Commencement Date and the installment payments ("Payments") shall be payable in arrears beginning on the Commencement Date or any later date designated by Payee and thereafter until all amounts are fully paid. OBLIGOR'S OBLIGATION TO PAY ALL PAYMENTS AND ANY OTHER SUMS DUE HEREUNDER SHALL BE ABSOLUTE, UNCONDITIONAL AND NONREFUNDABLE, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SETOFF, DEFENSE, CLAIM, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT, FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY CLAIM THAT ANY SUPPLIER OR LICENSOR FAILED TO PERFORM, OR HAS BREACHED ANY OF ITS REPRESENTATIONS OR WARRANTIES OR COVENANTS, UNDER ANY SOFTWARE AGREEMENT OR THE EXPIRATION, REVOCATION OR TERMINATION IN WHOLE OR IN PART OF ANY SOFTWARE AGREEMENT FOR ANY REASON OR ANY LICENSE OR THE LICENSES GRANTED UNDER ANY SOFTWARE AGREEMENT AND/OR ANY RELATED MAINTENANCE, SUPPORT AND/OR OTHER SERVICES AGREEMENT HAVE BEEN REVOKED OR OTHERWISE TERMINATED FOR ANY REASON. Accordingly, in the event of any breach or default under any Software Agreement, Obligor's sole remedy shall be against the licensor ("Licensor") under the Software Agreement. Obligor acknowledges and agrees that the License fee(s) ("License Fee") specified in Software Agreement was fully earned by Licensor when the Licensed Software was delivered and that the fee for Services ("Service Fee"), if any, specified in any Software Agreement will be fully earned in advance on the applicable payment due date set forth in the Software Agreement; provided, however, that Obligor may still pursue any warranty claims against Licensor (but not against Payee or any Assignee (defined below)) in accordance with the terms and conditions of the Software Agreement. Obligor will pay Payee a late charge of 1% of the payment, on any payment not made within 45 days of the due date, but only to the extent permitted by law, whichever is less.

2. Ownership: Obligor owns the System and grants Payee a security interest in the System and all proceeds thereof.

3. Warranty Disclaimer; Use and Maintenance: PAYEE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF THE DESIGN OR CONDITION OF THE LICENSED SOFTWARE, ITS DURABILITY, OR NONINFRINGEMENT, THE QUALITY OF THE SERVICES OR THE MATERIAL OR WORKMANSHIP OF THE LICENSED SOFTWARE, OR THE CONFORMITY OF THE LICENSED SOFTWARE OR SERVICES TO THE PROVISIONS OR SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO, AND PAYEE HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. To the extent made to Payee, we transfer to Obligor any manufacturer or provider warranties for the System. Obligor is required at Obligor's cost to keep the System in good working condition and to pay for all supplies and repairs. If the System includes the cost of Support provided by a third party, Obligor agrees that Payee is not responsible to provide the Support and Obligor will make all Support claims against the third party.

4. Assignment: Obligor may not transfer, sell, sublease, sublicense, assign, pledge hypothecate or otherwise transfer, dispose of or relinquish possession or control of or encumber either the System or any rights herein without our prior written consent (which consent shall not be unreasonably withheld). Obligor acknowledges and agrees that Payee and any Assignee may not sell, grant a security interest in, assign or otherwise transfer (collectively "Transfer"), in whole or in part, this Agreement or any of its interests, rights or obligations with respect thereto, including without limitation any or all Payments and other sums due or to become due hereunder, to such third party as Payee or such Assignee, as applicable, in its discretion may select (each Payee transferee or assignee, together with any subsequent transferees or assignees, herein referred to as "Assignee") without notice to Obligor. Each Assignee shall have, to the extent provided in any Transfer document, Payee's rights, powers, privileges and remedies with respect thereto, but shall not be obligated to Obligor to observe or perform any duty, covenant or condition required to be observed or performed by Payee or any Licensor or Supplier. No Transfer shall relieve Payee from any of its obligations to Obligor. OBLIGOR SHALL NOT ASSERT AGAINST ASSIGNEE ANY CLAIMS, DEFENSE, COUNTERCLAIM OR SETOFF THAT OBLIGOR MAY AT ANY TIME HAVE AGAINST PAYEE OR ANY SUPPLIER OR LICENSOR. Obligor shall pay Payee, or Assignee, as applicable, all amounts due and payable under this Agreement, but shall pursue any claims under any Software Agreement against only Licensor. Obligor agrees that, upon receipt of notice from Payee, or Assignee, as applicable, (i) it shall be bound by such Transfer, (ii) Payments shall be made to Assignee, (iii) Obligor shall promptly comply with, and (if requested) acknowledge in writing, such instructions, (iv) Assignee shall have and be entitled to exercise any and all rights and remedies of Payee hereunder, and (v) all references herein to Payee shall include Assignee. Unless a default has occurred and is continuing, neither Payee nor its Assignees will interfere with Obligor's quiet enjoyment or use of the Licensed Software in accordance with the Software Agreement's terms and conditions.

5. Risk of Loss: Obligor is responsible for all System risk of loss and damage and if any loss or damage occurs Obligor is nonetheless required to satisfy all of Obligor's obligations hereunder.

6. Taxes: Obligor is tax exempt and shall provide a valid tax exempt certificate upon Payee's request.

7. Default and Remedies: Obligor is in default under this Agreement if: (i) Obligor fails to pay any amount within forty-five (45) days of when due; (ii) any representation or warranty made by Obligor proves to be false in any material respect when made; (iii) a material breach by Obligor of any provision of this Agreement (other than a breach covered by (i) above) where Obligor fails to correct such breach within forty-five (45) days of its receipt of written notice thereof; (iv) an event of default occurs and is continuing under any other related agreement, including, without limitation, the Software Agreement, after the giving of any required notice and the expiration of any applicable cure period; or (v) Obligor shall commit an act of bankruptcy or become or be adjudicated insolvent or bankrupt or make an assignment for the benefit of creditors or become unable or admit in writing its inability to pay its debts as they become due, or a trustee receiver or liquidator shall be appointed for Obligor, or for a substantial part of its property, with or without its consent, or bankruptcy, arrangement, reorganization, composition, readjustment, liquidation, insolvency, dissolution or similar proceedings under any present or future statute, law or regulation shall be instituted by or against Obligor, Obligor shall file an answer admitting the material allegations of a petition filed against it in any such proceeding, or Obligor shall cease doing business as a going concern, or Obligor shall, without Payee's prior consent, sell, transfer, pledge or otherwise dispose of all or any substantial part of its assets, or consolidate or merge with any other entity; (viii) Obligor, its owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom.. If Obligor is in default Payee may: (i) declare the entire balance of unpaid payments for the full term immediately due and payable to Payee and you agree to compensate us, not as a penalty, by paying, the sum of: (a) all past due and current amounts due (or other periodic payments) and charges due under this Agreement; (b) the present value of all remaining amounts due (or other periodic payments) and charges for the remainder of the term of this Agreement, discounted at the rate of four percent (4%) per annum ; and (c) the present value (at the same discount rate as specified in clause, and with respect to any Software) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (d) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (e) cause the Software supplier to terminate the Software license, support and other services under the Software license); (ii) charge you overdue account charges up to a maximum rate of one percent (1%) per month from the date of default until paid, but in no event more than the maximum rate permitted by law, whichever is less; (iii) require that Obligor immediately return the System to Payee or Payee may peaceably repossess it if Obligor fails to return it to Payee, (iv) cause any Software or Support provider to terminate, as applicable, all of Obligor's rights to use or have available, as applicable, any or all of any or all Software and/or Support and/or (v) pursue any rights or remedies available at law or in equity. Any return or repossession will not be considered a termination or cancellation of this Agreement. If the System is returned or repossessed Payee will sell, rent or otherwise dispose of the System at terms Payee determines, at one or more public or private sales, with or without notice to Obligor, and apply the net proceeds (after deducting any related expenses) to Obligor's obligations. Obligor remains liable for any deficiency with any excess being retained by Payee. All remedies are cumulative and not exclusive.

8. Representations, Warranties and Covenants: Obligor represents to Payee, and any Assignee, as applicable, that (a) the Obligor is duly organized, validly existing and in good standing under the applicable laws of its jurisdiction of organization; (b) this Agreement is a genuine, legal, valid and binding obligation of Obligor, enforceable against Obligor in accordance with its terms, subject to applicable bankruptcy and other similar laws affecting creditor's rights generally, and the execution, delivery and performance of this Agreement will not violate or create a default under any law (including any applicable usury law, regulation, judgment, order, instrument, agreement or charter document binding on Obligor or its property; (c) this Agreement has been duly authorized, executed by Obligor's duly authorized representative(s), and delivered and (e) any and all financial information furnished to Payee, and any Assignee, as applicable, by Obligor is and will be true and correct in all material respects and prepared in accordance with generally accepted accounting principles. Obligor acknowledges that (a) it has independently ordered the Licensed Software and Services, if any, from Licensor based on its own judgment, and expressly disclaims any reliance upon statements made to Obligor by Payee or any Assignee, if any, with respect to such Licensed Software and, if any, Services; and (b) this Agreement is separate and distinct from the Software Agreement with Licensor, and the terms and conditions of such Software Agreement are not incorporated into nor made a part hereof.

9. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of state of Obligor. **OBLIGOR CONSENTS TO JURISDICTION, PERSONAL OR OTHERWISE, IN ANY STATE COURT IN SUCH STATE.** Obligor agrees that the System will only be used for business purposes and not for personal, family or household use. Obligor agrees that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by Obligor when manually countersigned by Payee or attached to Payee's original signature counterpart and/or in Payee's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At Payee's option, Payee may require a manual signature. Payee may inspect the System during the Agreement term. This Agreement under the NASPO ValuePoint Master Agreement constitutes the complete and exclusive agreement of Obligor and Payee with

respect to the subject matter hereof and supersedes all prior oral or written understandings, including, without limitation any inconsistent terms set forth in the Software Agreement. No term or provision of this Agreement may be amended, waived, discharged, or terminated except by a written instrument signed by Obligor and Payee, or, as applicable, Assignee thereof. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and in no way will be affected, impaired or invalidated. This Agreement has been entered into in connection with a Software License, Services and Maintenance Agreement (as amended, extended or replaced from time to time, each a "Software Agreement") between Obligor and Licensor. The terms of the Software Agreement remain unchanged and in full force and effect, except as otherwise provided for herein. In the event that Licensed Software from Licensor does not perform as warranted or in the event of any other dispute or default under the Software Agreement, Obligor shall be entitled to pursue against the Licensor all of Obligor's rights and remedies arising under the Software Agreement, and nothing in this Agreement shall diminish or waive any rights and remedies which Obligor may have against Licensor under the Software Agreement. All obligations under this Agreement shall survive any termination of the licenses and Services relating to the Licensed Software. IN NO EVENT SHALL PAYEE OR ASSIGNEE HAVE ANY LIABILITY, NOR SHALL OBLIGOR HAVE ANY REMEDY AGAINST PAYEE OR OBLIGOR, FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER FORESEEABLE OR NOT, FOR ANY LOSS OF PROFITS OR SAVINGS, LOSS OF USE OR ANY OTHER COMMERCIAL LOSS. OBLIGOR ACKNOWLEDGES THAT PAYEE AND/OR ASSIGNEE DID NOT (i) SELECT, MANUFACTURE, DISTRIBUTE OR LICENSE THE LICENSED SOFTWARE COVERED BY THE SOFTWARE AGREEMENT, NOR (ii) SELECT NOR PROVIDE OR AGREE TO PROVIDE THE SERVICES THEREUNDER AND THE OBLIGOR HAS MADE THE SELECTION OF SUCH SOFTWARE AND SERVICES BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY ASSIGNEE OR ITS AGENTS. Obligor agrees to execute and deliver any instrument, furnish any information or perform any other act reasonably necessary or convenient to carry out the provisions of this Agreement.