State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

September 17, 2024

DAS Commissioners Office
State House Annex
25 Capitol Street
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter to a new contract 8003442 with Ricoh USA, Inc. (VC# 175170), Exton, PA, for Multi-Function Devices and Related Software, Services, and Cloud Solutions through a Participating Addendum (PA) with the National Association of State Procurement Officials (NASPO) Valuepoint Master Agreement (MA) #187822 in an amount of up to and not to exceed $200,000, with the option to renew for up to an additional three-year period, effective upon the Commissioner of the Department of Administrative Services approval through July 31, 2026.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The State of Colorado in partnership with NASPO ValuePoint has awarded cooperative master agreements for Multi-Function Devices and Related Software, Services, and Cloud Solutions. The master agreements allow Participating Entities that include but are not limited to states and local governments, to acquire Multi-function Devices (MFD's), Single-function Printers, Production and Industrial Print Equipment and Services, Large/Wide Format Equipment, Scanners, and Specialty Printers. Managed Print Services (MPS) and software bundles that enable efficient workflows which enhance the productivity and capability of the Devices are also included, along with digital document solutions that involve imaging, retrieval, archival, scanning services, and back file conversion. In addition, IT solutions such as Software as a Service (SAAS), cloud-based offerings, and web-based fleet management tools are also offered. The Products and Services that will be available under the resulting PA will be categorized as follows:

Primary Products and Services:

Group	Products and Services
A	A3 MFD – OEM only
B	A4 MFD – OEM and Non-OEM
C	Production Equipment – OEM and Non-OEM
D	Single-function Printers – OEM and Non-OEM
E	Large/Wide Format Equipment – OEM and Non-OEM
F	Scanners – OEM and Non-OEM
G	Software – OEM and Non-OEM
H	Consumable Supplies – OEM and Non-OEM
I	Managed Print Services

Ancillary Products and Services:

Sub-Group	Products and Services
G1	Software Related Services
C1	Standalone Production Devices (cutters, sorters, binders) – OEM and Non-OEM
C2	Industrial Print Equipment – OEM and Non-OEM
D1	Specialty Printers (3D, receipt, barcode label, card, cable) – OEM and Non-OEM

Awarded August 1, 2024, this master agreement expires July 31, 2026. This MA will provide best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. With no historical spend to consider, DoIT has requested, and Bureau of Graphic Services supports the contract limitation be at $200,000 for the term of this participating addendum.

Contract Financials	
Annual Spend	$100,000
Requested Price Limitation	$200,000

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Ricoh USA, Inc.

Respectfully submitted,

Gary S. Lunetta
Director Division of Procurement & Support Services

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

August 22, 2024

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a Participating Agreement (PA) with Ricoh USA Inc., as described below and referenced as DoIT No. 2025-017.

> The purpose of this request is to join the NASPO ValuePoint Master Agreement for Multi-Function Devices and Related Software, Services, and Cloud Solutions.
>
> The Total Price Limitation shall be $200,000 effective upon Governor and Council approval through July 31, 2026.

A copy of this letter must accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2025-017

cc: Cindy Dotlich, IT Manager

NASPO ValuePoint

PARTICIPATING ADDENDUM NO. 8003442
FOR MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES, AND CLOUD SOLUTIONS

Led by the State of Colorado

PARTICIPATING ADDENDUM

This Participating Addendum (the "Participating Addendum") is entered into by and between the STATE OF NEW HAMPSHIRE, acting by and through its Department of Administrative Services ("Participating State"), and Ricoh USA Inc., a Delaware corporation with a principal place of business located at 300 Eagleview Blvd, Exton, PA, 19341, USA ("Contractor"). Participating State and Contractor are sometimes referred to herein singularly as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, the State of Colorado (the "Lead State"), acting on behalf of member states of the NASPO ValuePoint Purchasing Program, and Contractor entered into the NASPO ValuePoint Master Agreement No. 187846 having an effective date of August 1, 2024, (the "Master Agreement"), wherein Contactor agreed to provide multi-function devices and software, services, and cloud solutions ancillary thereto to Participating Entities upon the terms and conditions set forth in said Master Agreement;

WHEREAS, Participating State is a member of the NASPO ValuePoint Purchasing Program; and

WHEREAS, Participating State desires to participate in Contractor's offering the products and services under the Master Agreement subject to the terms and conditions of this Participating Addendum; The following Products and Services are included in this contract portfolio:

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

NOW, THEREFORE, for good and valuable consideration exchanged, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereby agree as follows:

1. Scope. This Participating Addendum governs Participating State's participation in the Master Agreement by and between Contractor and Lead State. This Participating Addendum shall cover all of the Products and Services offered by Contractor to Participating State under the Master Agreement. The Parties agree that the terms and conditions of the Master Agreement shall be subject to the terms and conditions of this Participating Addendum.

Incorporation. The terms and conditions of the Master Agreement are attached hereto as Schedule 1 and incorporated herein by reference. All undefined capitalized terms used herein shall have the same meanings assigned to them in the Master Agreement. Certain other capitalized terms are defined elsewhere within the text of this Participating Addendum and, throughout this Participating Addendum, those terms shall have the meanings respectively ascribed to them. In the event of any conflict or inconsistency between the terms and conditions of this Participating Addendum and any terms and conditions set forth in the Master Agreement, the terms and conditions of this Participating Addendum shall prevail. Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement and Ricoh USA, Inc.'s applicable Supplemental Documents, which are attached to the Master Agreement. To initiate a lease, Purchasing State may issue a Purchase Order ("PO") and reference the type of lease (FMV Lease, Straight Lease or Capital Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.

2. Participation; Authorized Purchasers. The Products and Services available for purchase under the Master Agreement by way of this Participating Addendum may be ordered and purchased by all departments, divisions, and other executive agencies eligible to use statewide contracts within the State of New Hampshire (each, an "Authorized Purchaser"). Contractor shall not accept, and Participating State shall not be obligated to pay for, Orders from any person or entity that is not authorized by Participating State to order or purchase any of the Products and Services offered by Contractor under this Participating Addendum and the Master Agreement. All determinations of eligibility to participate in the Master Agreement through this Participating Addendum are solely within the authority of Participating State's Procurement Officer identified in Section 14(b) below.

3. Effective Date of Participating Addendum. Notwithstanding any terms and conditions in the Master Agreement to the contrary, this Participating Addendum is subject to the approval of the Governor and Executive Council of the State of New Hampshire, and Participating State shall not be bound by the terms and conditions of this Participating Addendum or the Master Agreement until the date of such approval (the "Participating Addendum Effective Date").

4. Term. The term of this Participating Addendum shall begin on the Participating Addendum Effective Date, Commissioner of Administrative Services Department approval and end on July 31, 2026, unless terminated earlier in accordance with the terms and conditions of the Master Agreement or this Participating Addendum. In the event that Lead State and Contractor agree to extend the term of the Master Agreement, then Participating State shall have the option to extend the term of this Participating Addendum for an additional term not to exceed the extended term of the Master Agreement.

5. Access to Cloud Services Requires State CIO Approval. Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

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

7. Funds Available and Authorized; Non-Appropriation. Participating State's obligations under this Participating Addendum and the Master Agreement are subject to the availability of sufficient legislative appropriations allotments, or other expenditure authority and, if Participating State is expending federal funds, the availability of such federal funds. In the event of the reduction, elimination, or modification of the appropriation or availability of funding for this Participating Addendum, in whole or in part, Participating State agrees to use its best efforts to have the amounts contemplated under the Order included in its budget. In the event funds have not been appropriated, Participating State will provide at least 30 days' notice and the Order shall terminate without penalty at the end of Participating State's fiscal year; provided however that Participating State must immediately return the equipment at the end of that fiscal year and will continue to pay the equipment rental payments until such time as the equipment is returned.

8. Orders. Any Order placed by Participating State for the Products and Services available under the Master Agreement which is not a lease or rental shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement, subject to the terms and conditions of this Participating Addendum, unless the parties to the order agree in writing that another contract or agreement applies to such order.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract # 187846 & State Contract # 8003442" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease or rental and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

9. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

10. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement, and may be purchased as a stand-alone option. NSP items will not include:

i) Interactive White boards;
ii) Computers, monitors, or other related items;
iii) Fax machines;
iv) Overhead Projectors; and
v) Cameras.

NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Agreement. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

11. Showroom Equipment: Upon request by a Purchasing Entity, showroom equipment for Groups A and B may be converted to a purchase, lease, or rental providing the following conditions are met:

a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and

b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and

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

12. 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 stated in a Participating Addendum or an Order.

13. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Agreement, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

14. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor's "Sample MPS Statement of Work" provided in Master Agreement **Exhibit E,** or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement.

15. Non-Exclusivity. This Participating Addendum is not exclusive, and Participating State may acquire the Products and Services available under the Master Agreement and this Participating Addendum from other third parties.

16. Independent Contractor. Contractor shall act at all times as an independent contractor, and not as an agent or employee of the Participating State, in the performance of its obligations under this Participating Addendum and the Master Agreement. Contractor shall not have any authority to legally bind Participating State. Neither Party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as expressly provided for herein or authorized in writing by the Party to be bound.

17. Invoice Requirements.

a. To request payment for each Order made hereunder, Contractor shall submit an original invoice to the office of the Authorized Purchaser that submitted the Order. The contents of the invoice must include, at a minimum, the following:

i. Contractor's name and address;
ii. Contractor's Federal Employer Identification Number;
iii. Contractor's payment address;
iv. The Order number; and
v. A description of the Products and Services that Contractor delivered with, as applicable, the date, serial number, quantity, unit price, and total price of the Products and Services for which payment is sought.

b. If an invoice submitted by Contractor does not meet the requirements of this Section 17 then the Authorized Purchaser will send a written notice to Contractor that describes the defect or impropriety of the invoice and any additional information that Contractor needs to correct the invoice.

c. Participating State may request Contractor for additional documentation to support payment of any invoice. Contractor shall make a good faith effort to respond to any such requests within ten (10) calendar days of receipt. .

d. Participating State's payment will not be due until thirty (30) calendar days after the latter of (i) receipt of an invoice that complies with this Section 10, or the delivery of the Products.

18. Termination; Default and Remedies.

a. Termination for Convenience. Participating State may terminate this Participating Addendum, including any unfulfilled Orders made hereunder, in whole or in part, at any time and without cause by providing Contractor with thirty (30) calendar days' advance written notice.

b. Termination for Cause. If Contractor fails to perform under this Participating Addendum, including any Orders made hereunder, or fails to comply with any of the terms or conditions of this Participating Addendum, Participating State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Participating Addendum and Participating State may, in its sole and absolute discretion, immediately terminate all or any part of this Participating Addendum, including any Orders made hereunder.

c. Other Remedies Preserved. Termination is not Participating State's exclusive remedy but will be in addition to any other rights and remedies available in law or in equity under this Participating Addendum and the Master Agreement. The exercise of any remedies hereunder will not constitute a termination of this Participating Addendum unless Participating State notifies Contractor in writing prior to the exercise of such remedy. Contractor shall also be liable for all costs and expenses, including attorney's fees and court costs, incurred by Participating State in enforcing the terms and conditions of this Participating Addendum.

d. No Liability Upon Termination. In the event that Participating State terminates this Participating Addendum, Participating State shall not be liable to Contractor for any reason, except for the payment of the Products and Services ordered hereunder that are performed or delivered and accepted, as the case may be, in accordance with all terms and conditions of this Participating Addendum

19. Access to Records. Contractor will maintain all fiscal records relating to this Participating Addendum in accordance with generally accepted accounting principles and will maintain all other records relating to this Participating Addendum in such a manner as to clearly document Contractor's performance hereunder. Participating State shall have access to such fiscal books and records of Contractor which relate to this Participating Addendum to perform examination and audits and to make copies of the same. Contractor will retain and keep accessible all such fiscal books and records writings for a minimum of six (6) years, or such longer period as may be required by applicable law following final payment

and termination of this Participating Addendum, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Participating Addendum, whichever date is later.

20. Public Information.

a. Application of Right-to-Know Law. Participating State's obligations of confidentiality, if any, under the Master Agreement and this Participating Addendum are subject to disclosure pursuant to the New Hampshire Right-to-Know Law codified at RSA 91-A. Notwithstanding the terms and conditions set forth in Section 13(b) below, Participating State shall have the sole and final authority as to whether the disclosure of any information relating to the transactions contemplated in this Participating Addendum or the Master Agreement is required under RSA 91-A.

b. Contractor's Designation of Trade Secrets and Confidential Information. If Contractor considers any portion of the materials disclosed to Participating State to be confidential or protected as a trade secret, Contractor must clearly designate that portion of the material as "CONFIDENTIAL," "TRADE SECRET," or any other language of similar import when submitted to Participating State. In the event that Participating State receives any request made pursuant to RSA 91-A that seeks the disclosure of materials designated by Contractor as being confidential or protected as a trade secret, and Participating State determines that the provisions of 91-A require the disclosure of the materials so designated, Participating State will notify Contractor of the following:

i. The scope of the information sought through the request;

ii. A description of the materials that Participating State will disclose in response to the request;

iii. A description of the materials, if any, that are exempt from disclosure under the Right-to-Know Law pursuant to RSA 91-A:5 or any other applicable exception or exemption to the Right-to-Know Law; and

iv. The date upon which Participating State will disclose the materials to the RSA 91-A requestor.

If Participating State concludes that the disclosure of materials designated by Contractor as being confidential or protected as a trade secret is required under RSA 91-A, Contractor shall be responsible for taking whatever appropriate legal action it deems necessary to prevent such disclosure to the RSA 91-A requestor. Notwithstanding the preceding sentence, any and all claims against Participating State pursuant to RSA 91-A are subject to the terms and conditions set forth in Sections 20 through 22 of this Participating Addendum to the fullest extent permitted by law.

21. Primary Contacts; Notice. The Parties' respective primary points of contact for this Participating Addendum are the individuals named below as follows:

a. Contractor.

Name:	Todd Marron
Address:	300 Eagleview Blvd, Exton, PA, 19341, USA
Telephone:	(971) 217-3421
Email:	todd.marron@ricoh-usa.com

b. Participating State.

Name:	Gary S. Lunetta
Address:	25 Capital Street, Concord, NH 03301
Telephone:	(603) 271-2201
Email:	gary.s.lunetta@das.nh.gov

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted to be given pursuant to this Participating Addendum shall be in writing and shall be deemed to be delivered when sent by U.S. mail, postage prepaid, or by email to each Parties' respective primary contracts identified above. Each Party may change its respective primary contacts by providing written notice of such change to the other Party in the manner specified by this Section 14.

22. Usage Reporting. Contractor shall submit quarterly usage reports for analysis by Participating State's Procurement Officer identified in Section 14(b) above for each quarter during the term of this Participating Addendum as follows:

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

Each quarterly usage report shall be submitted electronically in a ".xls" or "CSV" format and shall be organized by Authorized Purchaser. In addition, each quarterly usage report shall include, at a minimum, the following information:

a. Participating State's number assigned to this Participating Addendum, if any, and the number assigned to the Master Agreement;

b. The names of all Authorized Purchasers that placed an Order under this Participating Addendum during the reporting period;

c. A description of the Products and Services purchased by each Authorized Purchaser as well as the total price for each Order;

d. The total price of all Orders during the reporting period; and

e. Any other information as Participating State may reasonably request.

23. Click Through Terms and Conditions. If either Party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to any Products or Services ordered hereunder (each an "Electronic Ordering System"), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of Participating State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of this Participating Addendum. Accordingly, where Participating State is required to "click through," otherwise accept, or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where Participating State is required to accept or be made subject to any terms and conditions in accessing or employing any Products or Services, those terms and conditions will also be void.

24. Insurance. Contractor shall, at its own expense, obtain and continuously maintain in full force throughout the term of this Participating Addendum, the following types of insurance coverage:

a. Commercial general liability insurance against all claims of bodily injury, death, or property damage in an amount of not less than One-Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two-Million and 00/100 Dollars ($2,000,000.00) in the aggregate;

b. Workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Participating Addendum with limits not less than Five-Hundred Thousand and 00/100 Dollars ($500,000.00) per accident.

Contractor shall provide Participating State with certificates of insurance for all insurance required under this Section 17 before furnishing any Products or Services pursuant to the Master Agreement and this Participating Addendum.

25. Equal Employment Opportunity. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Contractor, this Participating Addendum, and any Orders made under this Participating Addendum, as may be modified or adopted from time to time. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to this Participating Addendum and the Orders made hereunder:

a. Titles VI and VII of the Civil Rights Act of 1964, as amended;

b. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;

c. The Americans with Disabilities Act of 1990, as amended;

d. Executive Order 11246, as amended;

e. The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;

f. The New Hampshire Law Against Discrimination, RSA 354-A, as amended;

g. All regulations and administrative rules established pursuant to the foregoing laws; and

h. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

26. Participating State's Set-Off Rights. Notwithstanding any terms and conditions contained herein to the contrary, Participating State shall have and retain all of its common law, equitable, and statutory rights of set-off. These set-off rights shall include, but not be limited to, Participating State's option to withhold any monies due to Contractor under this Participating Addendum up to any amounts due and owing to Participating State with regard to this Participating Addendum, or any other contracts or agreements between Contractor and Participating State, plus any amounts due and owing to Participating State for any other reason, including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto; provided, however, that Participating State shall not attempt to offset its obligation to pay rent or other amounts due under any lease, rental, financing or otherwise resulting from this Participating Addendum.

27. Indemnification. Indemnification is set forth in Section XII of the Master Agreement.

28. Limitation of Liability. To the fullest extent permitted by law, the Parties agree that in no event will either Party, together with its officials, agents, and employees, be liable for any indirect, incidental, special, or consequential damages, including, without limitation, lost profits, even if that Party had been advised, knew, or should have known of the possibility of such damages.

29. Sovereign Immunity Preserved. Notwithstanding any terms and conditions set forth herein to the contrary, this Participating Addendum shall not be construed as a waiver of Participating State's sovereign immunity, which is hereby reserved by Participating State. The terms and conditions of this Section 29 shall survive the expiration or termination of this Participating Addendum.

30. Successors and Assigns. The promises and covenants herein contained shall bind, and the benefits and advantages shall inure to, except as herein specifically limited, the respective successors and assigns of the Parties. Notwithstanding the foregoing, Contractor may assign its rights to a third-party financial institution without Participating State's prior written consent, in which event such third-party financial institution shall have Contractor's rights but none of Contractor's obligations.

31. Governing Law. The Parties acknowledge and agree that this Participating Addendum and the rights, obligations, and liabilities of the Parties hereunder, including matters of construction, validity, and performance, shall be exclusively governed by the laws of the State of New Hampshire without regard to any choice of law or conflict of law, rules, or provisions (whether of the State of New Hampshire or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Hampshire.

32. Consent to Jurisdiction and Venue. The Parties hereby irrevocably and unconditionally (a) submit to exclusive personal jurisdiction in the Superior Courts of the State of New Hampshire over any suit, action, or proceeding arising out of or relating to this Participating Addendum, and (b) waive any and all personal rights under the laws of any other state to object to jurisdiction within the Superior Courts of the State of New Hampshire. The Parties agree that the only proper venue for any suit, action, or proceeding arising out of or related to this Participating Addendum shall be in the state courts of the State of New Hampshire.

33. Severability. If any term or condition of this Participating Addendum or the application thereof to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Participating Addendum, or the application of such term or condition to the Parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and condition of this Participating Addendum shall be valid and enforceable to the maximum extent permitted by law.

34. Waiver. No delay on the part of Participating State in the exercise of any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise by Participating State of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any amendment, modification, or waiver of any of the provisions of this Participating Addendum be binding upon Participating State except as expressly set forth in a writing duly signed and delivered by an authorized agent of Participating State. No action of Participating State permitted hereunder shall in any way affect or impair the rights of Participating State or the obligations of Contractor under this Participating Addendum.

35. Merger. This Participating Addendum may not be amended or modified except by a written instrument describing such amendment or modification executed by the Parties hereto.

36. Construction. The recitals set forth at the outset of this Participating Addendum are a part of this Participating Addendum, as fully as if set forth in their entirety in the body hereof. The captions or headings in this Participating Addendum are for ease of reference only, and no caption or heading shall affect in any way the interpretation, meaning, or construction of this Participating Addendum. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender or the neuter shall be applicable to all genders and the neuter. References to a person or entity are, unless the context otherwise requires, also to its owners, members, managers, shareholders, officers, directors, affiliates, heirs, executors, legal representatives, agents, successors, and assigns as applicable. As used in this Participating Addendum, the terms "include," "includes," and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such word or words of similar import. The words "all" and "each" shall be construed as all and each, and the words "or" and "and" shall be construed either disjunctively or conjunctively, as the context may require.

37. Counterparts; Facsimile and Electronic Signatures. This Participating Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Participating Addendum. A facsimile or portable document format (PDF) signature on this Participating Addendum shall be equivalent to, and have the same force and effect as, an original signature. In accordance with the New Hampshire Uniform Electronic Transactions Act, RSA 294-E, the Parties hereby agree that this Participating Addendum may be signed electronically, including any exhibits, schedules, addenda, or other attachments referenced herein.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date their respective signatures parties below.

Contracting Officer for Participating State	Participating State Telephone Number
Contractor Signature [signature] Date: 8/2/24	Name and Title of Contractor Signatory Rod Denzer, VP Mid-Market
Participating State Signature [signature] Date: 9/24/24	Name and Title of Participating State Signatory Charles Arlinghaus, Commissioner
Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:	
Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:	
Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:	

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]