NASPO ValuePoint
PARTICIPATING ADDENDUM

COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

Master Agreement #: **188733**

Contractor: **LEXMARK INTERNATIONAL, INC.**

Participating Entity: State of Ohio

The following products and services are included in this contract portfolio:

- Group B – MFD, A4
- Group D – Single-function Printers
- Managed Print Services (MPS)
- Supplies
- Software

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Copiers and Managed Print Services Master Agreement led by the State of Colorado for use solely by the Participating Entity identified above..

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

Contractor

SALES CONTACT	
Name:	Brian Rogers
Address:	740 West New Circle Road, Lexington, KY 40550
Telephone:	(630) 237-2038
Email:	brian.rogers@lexmark.com
CONTRACT CONTACT	
Name:	Angela Schlegel
Address:	740 West New Circle Road, Lexington, KY 40550
Telephone:	(720) 415-8704
Email:	angela.schlegel@lexmark.com

Participating Entity

Name:	Erie County Job & Family Services
Address:	221 W. Parish St., Sandusky OH 44870
Telephone:	419-626-6781
Fax:	
Email:	Andrew.lill@jfs.ohio.gov

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

   Participating Entity must check one of the boxes below.

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

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

   *[Removable Instruction: Insert text here to address specific changes to the terms and conditions. Indicate which section numbers of the Master Agreement are modified. If no changes are required, check the "No changes" box above and replace this paragraph with **"Reserved"**.]*

4. Lease Agreements: *[If applicable, insert a statement about whether equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating Entity and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, replace this paragraph with **"Reserved"**.]*

   Lease Terms: The form of the Schedule and related leasing documents are attached as Exhibit ____ to this Participating Addendum. Each Lease, whether in the form of a Schedule or PO, constitutes a separate and independent agreement of lease incorporating all of the terms of the Master Lease Agreement attached to the NASPO Master Agreement as Attachment A ("MLA"). Each Schedule or PO, as applicable, together with the MLA and this Section 5(h) constitutes the entire agreement of the parties thereto with respect to the subject matter thereof; provided, however, that in the event of any conflict between a Lease and Sections 4.5.4 through 4.5.7 and 4.10.1 through 4.10.6 of the NASPO Master Agreement, the NASPO ValuePoint Master Agreement shall control and in the event of any conflict between a Schedule or PO, as applicable, and the MLA, the Schedule or PO shall control. In the event of a conflict between the Master Agreement and this Participating Addendum, the terms of this Participating Addendum will control. No modification or amendment to any Lease shall be binding upon the parties thereto unless the same is in writing and signed by such parties. For the avoidance of doubt, standard PO terms and conditions attached to, included in or incorporated into a PO do not constitute part of any Lease.

Assignment: Pursuant to Section 4.5.7(g) of the NASPO ValuePoint Master Agreement, Lessee hereby consents to the assignment by Lessor of all of its right, title and interest in the Lease and the Product (but none of Lessor's obligations with respect thereto) to a Third Party leasing company. In accordance with Section 4.5.5(a) of the NASPO ValuePoint Master Agreement, all billing shall continue to be invoiced in Lessor's name.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

i. Any acquisition or return options, based on the type of lease or rental agreement;
ii. Any renewal options, if applicable; and/or
iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

5. Resellers: The reseller(s) authorized in the State of Ohio, as shown on the dedicated Contractor NASPO website, are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The reseller(s) participation will be in accordance with the terms and conditions set forth in the Master Agreement.

6. Orders: Any order placed by a Participating 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 unless the parties to the order agree in writing that another contract or agreement applies to such order.

All orders should include the following:
(a) PO subject to NASPO ValuePoint Contract #188733 with a reference this Participating

Addendum,
(b) Purchaser's, Address, Contact, & Phone-Number,
(c) Purchase order amount,
(d) Type of Lease (FMV, Straight, or Capital lease) and monthly payment,
(e) Itemized list of accessories,
(f) Service program and rates, and
(g) Attached SOW Template, if applicable.

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

   Contractor will provide timely billing and Customer 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 Contractor(s) part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

8. 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(s). 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(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

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

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

    b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

10. 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. 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. 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, as applied to the participating or purchasing entity.

11. MPS Statement of Work Template: All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format provided in Master Agreement **Attachment C (MPS Statement of Work Template)**, and it must be approved by both parties prior to the initiation of any engagement.

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

Participating Entity: Erie County Job & Family Services	Contractor: **Lexmark International, Inc.**
Signature: AJ Lill	Signature: Ross Kezelman
Name: Andrew Lill	Name: **Ross Kezelman**
Title: Executive Director	Title: **Senior Government Contract Manager**
Date: 1-29-25	Date: 1/31/2025

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

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
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.]