

Participating Addendum
23PSX0022

This Participating Addendum is made by and between the State of Connecticut acting by its Department of Administrative Services (“DAS” or “Participating Entity”), in accordance with sections 4a-2, 4d-2 and 4a-53 of the Connecticut General Statutes, and Ricoh USA, Inc. (“Contractor”).

The Contractor and DAS agree as follows:

1. DAS and the Contractor shall be bound by the terms of a certain National Association of State Procurement Officials (“NASPO”) master agreement number 187846 entered into between the Contractor and the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office, dated August 1, 2024 (the “Master Agreement”) for the purchase of Multi-Function Devices and Related Software, Services, and Cloud Solutions.
2. The Master Agreement and all its attachments and exhibits (collectively, the “Master Agreement”), attached to this Participating Addendum as Exhibit 1 and as modified by this Participating Addendum, binds DAS and Contractor, but only for purposes of enabling DAS to contract for Multi-Function Devices and Related Software, Services, and Cloud Solutions. from Contractor.
3. The Contractor and DAS are not bound to any modifications to the Master Agreement dated after the date of this Participating Addendum.
4. For purposes of this Participating Addendum, references to the Lead State in the Master Agreement that are intended to be obligations of the Participating Entity, shall be interpreted to mean DAS. To the extent references to the Lead State in the Master Agreement are obligations of the State of Colorado, said references shall not be interpreted to mean DAS.
5. Order of Precedence:
 - A. This Contract and the Master Agreement shall be read to be consistent and complementary. Any ambiguity, conflict or inconsistency between them shall be resolved by giving priority to this Contract.
 - B. To the extent that any provisions in the Master Agreement and this Contract address the same or substantially the same subject matter, the provisions in this Contract, inclusive of its exhibits (other than the Master Agreement (Exhibit 1) and Exhibit 3, Ricoh Documents), shall prevail and replace, in their entirety, the provisions in the Master Agreement addressing the same or substantially the same subject matter. To the extent any provisions in the Master Agreement are

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titled the same or similarly titled as a provision in this Contract, the provisions in this Contract replace, in their entirety, the same or similarly titled provisions in the Master Agreement.

- C. All terms listed or referenced in any solicitation documents or in the Contractor's response to any solicitation documents are excluded from this Contract.
- D. All other terms in the Master Agreement not specifically deleted or modified remain in full force and effect as to the Contractor, DAS and the Client Agency.

6 Administrative Fees

- A. The Contractor shall submit a check, payable to "Treasurer, State of Connecticut," to Participating Entity for the calculated amount equal to one percent (1%) of the total sales for the quarterly period ("Administrative Fee") in accordance with the schedule in Section 6(B) below. Contractor shall include the contract number for this Participating Addendum, 23PSX0022, the calendar quarter for which each check is written and the NASPO ValuePoint Master Agreement Number, 187846, on each check.
- B. The Contractor shall pay the Administrative Fee identified in Section 6(A) above irrespective of the payment status of any orders for a Purchasing Entity. Failure to submit quarterly Administrative Fees on a timely basis constitutes a breach of contract. Payments are due and shall be made by the end of the following months for each quarter:

Quarter 1:	January 1 st to March 31 st	due April 30 th
Quarter 2:	April 1 st to June 30 th	due July 31 st
Quarter 3:	July 1 st to September 30 th	due October 31 st
Quarter 4:	October 1 st to December 31 st	due January 31 st

7. Quarterly Usage Reporting

- A. Contractor shall submit quarterly reports to the DAS contract administrator for all Purchasing Entity purchases for the quarterly period referenced in Section 6(B) above and shall include the following information on the reports: Date, Purchasing Entity name, invoice no., purchase order no., Contract line item(s) no., Manufacturer, item description, unit of measure, quantity, Contractor unit price and Contract discount (if applicable).

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- B. The Contractor shall submit quarterly reports timely even when there are no sales made or purchase orders issued. Any quarterly report that does not include the information above will be deemed to be incomplete and the Contractor shall submit a corrected report no later than 5 business days after being notified. Quarterly reports are due and shall be delivered to the Purchasing Entity by the end of the following months for each quarter

Quarter 1:	January 1 st to March 31 st	due April 30 th
Quarter 2:	April 1 st to June 30 th	due July 31 st
Quarter 3:	July 1 st to September 30 th	due October 31 st
Quarter 4:	October 1 st to December 31 st	due January 31 st

8. Installation shall include all Equipment, software, network connections and Accessories. The Equipment, inclusive of software, network connections and Accessories, shall be fully operational within 24 hours of delivery of all Equipment.
9. The Contractor shall not charge click rate charges for scanning.
10. The following sections of the Master Agreement are deleted or modified as follows:
- A. Subsection 6.2. Payment of Section VI. Pricing, Payment & Leasing, is deleted in its entirety and the following is substituted in its place:
- “6.2. Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within forty-five (45) days following the date the entire Order is delivered or the date a correct invoice is received, whichever is later. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.”
- B. Subsection 7.11. of Section VII. Ordering is deleted in its entirety.
- C. Subsection A.6. Remanufactured and Refurbished Equipment of Section II. Master Agreement Deliverables of Exhibit A (Statement of Work) is deleted in its entirety.
- D. Subsection A.7.5.c of Section II. Master Agreement Deliverables of Exhibit A (Statement of Work) is deleted in its entirety and the following is substituted in its place: “All Equipment shall

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be updated to contain the most current versions of software available for the applicable Device(s) and all updates shall be made at no additional cost to the Client Agency.”

11. The sentence “Contractor may elect to include property tax in their lease rates, or they may bill the Purchasing Entity separately for property tax.” in Subsection C.1 of Section III. Purchase, Lease and Rental Programs of Exhibit A (Statement of Work) is deleted in its entirety and the following substituted in its place: “Contractor may elect to include property tax in their lease rates.”
12. The sentence “The delivery method selected for each Device will be at Contractor’s sole discretion.” in Subsection A.2.1 (a) of Section IV of Exhibit A (Statement of Work) is deleted in its entirety and the following is substituted in its place: “The delivery method selected for each Device will be as agreed upon by the Contractor and the Participating Entity.”
13. Subsection A.2.6.c. of Section IV of Exhibit A (Statement of Work) is deleted in its entirety.
14. Subsection D.3 of Section IV of Exhibit A (Statement of Work), inclusive of 3.1 through 3.4, is deleted in its entirety.
15. Subsection F.5.1 of Section IV of Exhibit A (Statement of Work) is deleted in its entirety and the following is substituted in its place: “Contractor shall ensure that all hard drive data is cleansed and purged from the device at the end of its Useful Life, or when any hard drive is repossessed by Contractor, such that the data will be expunged in a manner to make retrieval of such data impossible, or.
16. Attachments 3 through 5 of the Master Agreement are deleted in their entirety.
17. Attachments 1, 2, 6 and 7 of the Master Agreement are deleted in their entirety and replaced with Exhibit 3 (Ricoh Attachments) to this Participating Addendum.
18. The Contractor shall comply with the Connecticut Standard Terms, which are attached as Exhibit 2. As used in this Participating Addendum, the capitalized word “Contract” is deemed to refer to this Participating Addendum and its exhibits.
19. Contractor shall comply with the Service Level Agreement attached as Exhibit 4.
20. 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.

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Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates which are found in the Product Documents drop down menu in the folder contained in the following link: [Portfolio Contractor - NASPO ValuePoint](#).

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 control and supersede the terms of the EULA, unless otherwise stated in an Order.

21. To the extent that DAS or the Client Agency fails to meet its obligations under this Participating Addendum, the Contractor's exclusive remedies will be to seek redress in accordance with applicable Connecticut law, including the claims commissioner process set forth in Chapter 53 of the Connecticut General Statutes concerning claims against the State.
22. Nothing in the Master Agreement as modified by this Participating Addendum shall be construed as a modification, compromise or waiver by DAS or the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State of Connecticut or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Master Agreement as modified by this Participating Addendum . To the extent that this section conflicts with any other section in the Master Agreement, this section shall govern.
23. Any Purchasing Entity or Client Agency may issue purchase orders against this Participating Addendum. "Purchasing Entity" or "Client Agency" means any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in the State of Connecticut and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Participating Addendum.
24. Primary Contacts
Participating Entity
Name: State of Connecticut, Department of Administrative Services, Procurement Division
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Contact: Nora Sinkfield
Telephone: 860-713-5080
Email:nora.sinkfield@ct.gov

Contractor:

Name: Ricoh USA, INC.

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Address: 118 Rowley Hill Road, Sterling, MA 01564

Contact: Michael Pallotta

Telephone: 978-621-1276

Email: mike.pallotta@ricoh-usa.com

25. Orders

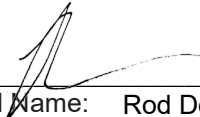
Any order placed by a Client Agency shall be governed by the prices and terms of Exhibit 1: Master Agreement and this Participating Addendum.

All purchase orders shall contain the references "Master Agreement No. 187846" and "DAS Contract No. 23PSX0022."

[Signature page follows]

The parties are executing this Participating Addendum on the date below their respective signatures.

RICOH USA, INC.

By: 
Printed Name: Rod Denzer
Title: VP, Mid-Market
Date: 1/28/25

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: 
Printed Name: Patrick DeConti
Title: Contract Team Leader
Date: 1/28/2025

APPROVED AS TO FORM
STATE OF CONNECTICUT
Office of the Attorney General

BY:  Digitally signed by Jeffrey Zeman
Date: 2025.01.30 09:40:48 -05'00'

Name: Jeffrey Zeman
Title: Assistant Attorney General
Date:



NASPO ValuePoint Master Agreement Terms and Conditions For Multi-Function Devices and Related Software, Services and Cloud Solutions

A Contract for the NASPO ValuePoint Cooperative Purchasing Program
Acting by and through the **State of Colorado** (Lead State)

**Department of Personnel & Administration
State Purchasing & Contracts Office
1525 Sherman Street, 5th Floor
Denver, Co 80203**

And

**Ricoh USA, Inc.
300 Eagleview Blvd., Suite 200
Exton, PA 19341**

Master Agreement Number: 187846

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MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.
- 1.2 A4 MFD** - A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.
- 1.3 Acceptance** - A written notice from a Purchasing Entity to Contractor advising Contractor that the Device has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor, as set forth in Section IX of this Master Agreement.
- 1.4 Accessory** - A compatible item that is added to the Base Unit to enhance its capabilities and functions.
- 1.5 Attachment** - Contractor's Supplemental Documents which consist of the following:
 - 1.5.1** Attachment 1 - Ricoh Master Lease Agreement
 - 1.5.2** Attachment 2 - Ricoh Lease Schedule
 - 1.5.3** Attachment 3 - Ricoh Rental Agreement
 - 1.5.4** Attachment 4 - Ricoh Rental Agreement Schedule
 - 1.5.5** Attachment 5 - Ricoh Schedule with Purchase Option
 - 1.5.6** Attachment 6 - Ricoh Master Maintenance and Sale Agreement
 - 1.5.7** Attachment 7 - Ricoh Enterprise Services Master Agreement
- 1.6 Authorized Dealer** - The Manufacturer's authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer's Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.
- 1.7 Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that include all standard Accessories and parts and excludes optional Accessories and/or software.
- 1.8 Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.
- 1.9 Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.
- 1.10 Business Day** - Any day other than Saturday, Sunday, or a legal holiday.
- 1.11 Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments, as well as a discounted residual.

- 1.12 Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves the return of the Device by the Purchasing Entity to Contractor, in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Device Payments.
- 1.13 Cancellable Rental** - An agreement that is cancellable upon the Purchasing Entity providing the Contractor with a thirty (30) day written notice, and is subject to a maximum penalty of up to three (3) months of Total Monthly Payments. Device ownership is not an option.
- 1.14 Capital Lease** - For the purposes of this Master Agreement, a Capital Lease shall also be referred to as a \$1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.
- 1.15 Ceiling Pricing** - Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.
- 1.16 Contractor** - A party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.17 Cotermious** - Two or more leases or rentals that end at the same time. The original lease or rental payment is modified to reflect the addition of a new Device or Accessory. The original term of the lease or rental is not modified as a result of a Cotermious addition.
- 1.18 Deliverable** - A Product, Service, solution, result, labor, or other effort being sought through this RFP.
- 1.19 Device** - The Base Unit, either with or without optional Accessories and/or Firmware. May also be referred to as “Equipment.”
- 1.20 Device Downtime** - The period of time that a Device is not operational and is waiting for Service to be completed.
- 1.21 Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.
- 1.22 Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s owned Device, often for a discounted amount.
- 1.23 Device Upgrade or Downgrade** - A replacement of the Purchasing Entity’s existing lease or rental Device, with a different Device, of either greater or lesser value. A new lease or rental is then originated for the new Device, with the remaining lease or rental payments on the old Device wrapped into it. The old lease or rental is closed out, and the Device is returned to Contractor.
- 1.24 Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.
- 1.25 Energy Star** - The U.S. Environmental Protection Agency’s standard for energy efficiency.

- 1.26 Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1) Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to Contractor at the end of the Initial Lease Term.
- 1.27 Firmware** - One or more software applications which permanently (i.e. cannot be de-installed) reside on a computing Device.
- 1.28 Free on Board (FOB) Destination** - Contractor is responsible for transportation and handling charges until the Products arrive at the Purchasing Entity's specified location, unless otherwise specified.
- 1.29 Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.
- 1.30 Initial Lease or Rental Term** - The length of time (i.e. 12, 18, 24, 36, 48, 60, 72, 84, 96, 108 or 120 months) that a Purchasing Entity enters into a lease or rental agreement.
- 1.31 Intellectual Property** - Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.32 Large/Wide Format Equipment** - A Device that prints on a large paper via a variety of output options.
- 1.33 Lead State** - The State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.34 Legacy Device** - A Device that was purchased, leased, or rented either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.
- 1.35 Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.
- 1.36 Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.
- 1.37 Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Contractor.
- 1.38 Manufacturer's Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.
- 1.39 Master Agreement** - The underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.40 Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
- 1.41 NASPO ValuePoint** - A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit

organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

- 1.42 Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.
- 1.43 Normal Business Hours** – Defined as the hours between 8AM and 5PM, Monday through Friday, holidays excluded.
- 1.44 Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op equipment, empowering software etc.
- 1.45 OEM** – The Original Equipment Manufacturer.
- 1.46 Order** - Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, rental agreement etc. used by a Purchasing Entity to order the Products and Services.
- 1.47 Participating Addendum** – A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.48 Participating Entity** - A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.49 Participating State** - A state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.50 Power Filter** - An electronic filter which is placed between an external power line and a Device for the purpose of removing frequencies or electromagnetic interference.
- 1.51 Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.
- 1.52 Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.
- 1.53 Production Device** - A high-speed, high-quality printing Device that typically has advanced finishing functionality.
- 1.54 Product** – Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.
- 1.55 Published Price** – The price that is posted on the Manufacturer's website or in their pricing literature (e.g. not the Master Agreement contract price).
- 1.56 Purchasing Entity** - A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

- 1.57 Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.
- 1.58 Remanufactured** - The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. Remanufactured Device must be certified by the Manufacturer.
- 1.59 Renewal Term** - A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Device, or the Useful Life of the Device. Capital Leases are excluded from going into renewal.
- 1.60 Response Time** - The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.
- 1.61 Scanner** - A Device that scans documents and converts it into digital data.
- 1.62 Segment** - The various speeds that Devices are categorized by.
- 1.63 Services** – The labor required to be performed by Contractor pursuant to the Master Agreement or an Order. Services may include, but are not limited to, maintenance, MPS and software installation.
- 1.64 Service Base Location** - The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.
- 1.65 Service Call** - An on-site Service technician visit due to Device error or malfunction.
- 1.66 Single-function Printer** - An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.
- 1.67 Straight Lease** - A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.
- 1.68 Supplemental Documents** – With the exception of software, end-user and click-wrap agreements, Contractor's Supplemental Documents are the only authorized documents under this Master Agreement and are attached hereto as Attachments.
- 1.69 Supplies** - Consumable items that gets used up or are discarded once used, such as ink cartridges.
- 1.70 Third Party** – A person or entity that may be directly involved, but is not a principal to an arrangement, contract, deal, lawsuit, or transaction.
- 1.71 Total Monthly Payment** - The Device portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.
- 1.72 Useful Life** - Period during which a Device is expected to be usable for the purpose in which it was manufactured.

II. Parties and Term of the Master Agreement

- 2.1 Parties.** This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and Ricoh USA, Inc. (hereinafter

called "Contractor"), for the procurement of A3 MFD's, A4 MFD's, Production Equipment, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Consumable Supplies, Managed Print Services, Software Related Services (including cloud-based offerings and web-based fleet management tools), Standalone Production Devices, Industrial Print Equipment, and Specialty Printers as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.

- 2.2 Initial Term.** The initial term of this Master Agreement is for two (2) years, with an effective date of August 1, 2024. The term of this Master Agreement may be amended beyond the initial term for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.
- 2.3 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

III. Order of Precedence

- 3.1 Order.** This Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all Exhibits;
 - 3.1.3** An Order issued against the Master Agreement;
 - 3.1.4** The Solicitation, RFP-NP-23-001, Multi-Function Devices and Related Software, Services and Cloud Solutions;
 - 3.1.5** Contractor's Supplemental Documents, which are included as Attachments; and
 - 3.1.6** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement, nor will it include Products and Services not awarded under the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified,

supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be

responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of Products and Services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.1.1 Contractor will report on all Usage Based Equipment sales, and on Usage Based or Life Cycle Service and Supply sales. This method will no longer require the Contractor to capture the actual Service and Supply revenues that are billed to the customer each month.

5.2.1.2 Industry research has shown close to a 1:1 ratio between sales price on a piece of Equipment and the actual amount of Service and Supply costs required to operate that Equipment over its Useful Life. Therefore, to simplify the reporting process and remove the burden to capture the actual Service and Supply costs, the Contractor may report as follows:

5.2.1.2.1 Purchased Equipment: Contractor shall report the actual amount invoiced (less any taxes) for all Equipment sold under the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and identified as "Usage Based Service and Supplies," providing the customer elects to enter into a Maintenance Agreement. Thus, in the Contractor's Detailed Sales Report, for each item sold, there will be two-line items: one for the piece of Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the

amount of the Equipment.

5.2.1.2.2 Lease and Rental Equipment: Contractor may report sales according to the Purchased Equipment methodology described above, or they may report the actual amount invoiced (less any taxes) for the lease or rental during the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as “Life Cycle Service and Supplies,” or an actual amount and identified as “Usage Based Service and Supplies.” Thus, in the Contractor’s Detailed Sales Report, for each item leased or rented, there will be two-line items: one for the invoice amount to the customer for the Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the invoiced Equipment.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor

shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Contractor's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, Product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and Product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used

by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor may be requested to enter into a direct contractual relationship with NASPO ValuePoint, subject to the mutual agreement of NASPO ValuePoint and awarded Contractor, related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed ("ceiling") price to any Purchasing Entity.

6.1.1 MSRP/List Price discount percentages must be guaranteed throughout the term of the Master Agreement, including any renewal terms, however; Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Price List(s).

6.1.2 With the exception of Group C and Sub-Group C1 and C2 Devices, pricing must include all shipping, delivery, and installation costs associated with the Products. Excess installation charges however, may be billable. Refer to section IV.E.5 of Exhibit A, Statement of Work, for more information.

- 6.1.3** Price Lists received after the 1st day of the new month may not be approved for up to thirty (30) days following submission. In addition, errors in Contractor Price Lists may delay the approval process further.
- 6.1.4** Contractor may update their lease and rental rates once per quarter by providing the Lead State with documentation regarding said rate changes. Updates to lease and rental rates will not be permitted until 8/1/2025.
- 6.1.5** Pricing shall remain firm during the first twelve (12) months of the Master Agreement (e.g. 8/1/2024 – 7/31/2025). Contractor may then update their pricing **once per calendar year**. All requested price increases must be sent to the Lead State and include documentation from Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State's sole discretion to determine if the requested increase has a direct correlation to the Deliverables being offered under the Master Agreement. Price increases shall be allowed for all Products and all Services, including rate and fee structures on maintenance plans.
- 6.1.6** All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated. Contractor is not permitted to send Price List updates directly to NASPO ValuePoint.
- 6.1.7** All inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.
- 6.1.8** Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity of special state-wide promotional discounts.
- 6.1.9** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. **Exhibit A, Statement of Work**, contains Leasing and Rental provisions; however, it shall be at the discretion of each Participating State or Entity to accept these terms, reject these terms, or further negotiate the terms with the Contractor, as long as those negotiations are not more favorable or not aligned to the scope of the RFP or the Master Agreement.

***For example:** The maximum lease or rental term on Group A Devices is 60 months; Contractor is not permitted to offer a lease term in excess of this.*

VII. Ordering

- 7.1 Order Numbers.** Purchase Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Ordering and Invoicing Specifications.** At the discretion of the Participating State or Entity, all Orders pursuant to this Master Agreement, may contain the following:
- 7.6.1** Name of Purchasing Entity;
- 7.6.2** The name, phone number, and address of Purchasing Entity representative;
- 7.6.3** Order date;

- 7.6.4** Description of the Product and/or Service ordered;
 - 7.6.5** Model number;
 - 7.6.6** Price;
 - 7.6.7** The Master Agreement number; and
 - 7.6.8** Any additional information required by the Participating State or Entity.
- 7.7** Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.
- 7.8** At the discretion of the Participating State or Entity, Contractor shall have the ability to provide a centralized billing option.
- 7.9** Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.
- 7.10** With the exception of drop-shipped items, Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **Section IX**.
- 7.11** Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.
- 7.12** Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.
- 7.13** All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.
- 7.14** Contractor, Third-Party leasing companies, and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.
- 7.15** Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns.
- 7.16** Internet-based Portal and Electronic Catalogs. If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:
 - 7.16.1** The internet-based portal or electronic catalog shall clearly designate that the Products are part of the NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;
 - 7.16.2** All Environmentally Preferable Products (EPP) shall be clearly listed;
 - 7.16.3** If Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;
 - 7.16.4** All information made available through the Participating State or Entity's eCommerce system is accurate and complies with the Master Agreement and the

Participating Addendum; and

- 7.16.5** Paper catalogs or other digital media catalogs must be supplied to the Participating State or Entity upon request.
- 7.17 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.18 Substitutions.** If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on the Contractor's Master Agreement Price List.
- 7.19 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.
- 7.20 Supplemental Documents.** All Attachments to this Master Agreement have been reviewed and negotiated by the Lead State only to the extent that they comply with the terms and conditions of RFP-NP-23-001 as well as this Master Agreement. Participating States and Entities are still advised however, to review each Supplemental Document and negotiate the terms and conditions further with Contractor if necessary. It shall be at the discretion of Contractor and Purchasing Entity to determine which Supplemental Documents are appropriate for each Order type. With the exception of End User License Agreements (EULA's), clickwrap agreements, and any third party software agreements, which have not been reviewed or negotiated by the Lead State, nor are they attached to this Master Agreement, only the Supplemental Documents attached to this Master Agreement are permitted to be used for any Order placed.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** With the exception of Group C and Sub-Groups C1 and C2 Devices, all Products must be shipped F.O.B. destination, standard freight pre-paid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity, except for leases and/or rentals for which responsibility for loss or damage shall transfer to Purchasing Entity upon delivery of Products, except as to material defects, fraud, and Contractor's warranty obligations. For the purposes of this section, material defects shall mean nonconformity that impairs value, function, or operation of the Device and shall be addressed via Contractor's warranty obligations.
- 8.2 Available Devices.** Devices that are in-stock or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order,

unless otherwise specified by the Purchasing Entity.

- 8.3 Required Updates.** Contractor shall provide a minimum of semi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.
- 8.4 Software Installation.** Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.
- 8.5 Delivery Days and Receiving Hours.** All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State. The Purchasing Entity shall not be responsible for any additional charges should the Contractor fail to observe specific delivery days and receiving hours. The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.
- 8.6 Inside Deliveries.** All deliveries, with the exception of drop-shipped or desktop Devices, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- 8.7 Packaging.** Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3** With the exception of drop-shipped Devices, Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit B, Sample D&A Certificate**, which shows Acceptance of the Device(s) and allows Contractor to invoice for the Device(s).
- 9.4** Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.
- 9.5** 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; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Devices are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Devices(s) rejected and returned, or for which Acceptance is revoked.

- 9.6 Inspection.** All Devices are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.6.1** Devices that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material, defects subsequently revealed when goods are put to use. For the purposes of this section, material defects shall mean nonconformity that impairs value, function, or operation of the Device and shall be addressed via Contractor's warranty obligations.
- 9.6.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Device rejected and returned, or for which Acceptance is revoked.
- 9.7 Failure to Conform.** If any Services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.8 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Device meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.8.1** The Acceptance Testing period shall be five (5) Business Days, unless otherwise specified, starting from the day after the Device is delivered or, if installed by Contractor, the day after the Device is installed and Contractor certifies that the Device is ready for Acceptance Testing.
- 9.8.2** If the Device does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.8.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Device still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Device from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.8.4** Contractor shall pay all costs related to the preparation and shipping of Device returned pursuant to the section.
- 9.8.5** No Device will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

- 10.2** The warranty period shall begin upon Acceptance of the Device, and shall be for a minimum of ninety (90) days for purchase, lease and rental Devices ("Warranty Period") and 10. 3 – 10.9 shall only apply during the Warranty Period and the rights and remedies described in such Sections shall be the only rights and remedies available, unless otherwise negotiated by a Participating State. This warranty shall be extended to all Devices acquired under the Master Agreement, including Remanufactured and/or Refurbished Devices.
- 10.3** Devices that are sold under the resulting Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.
- 10.4** Devices shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.
- 10.5** If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractor obligations shall be limited solely to the repair or replacement of Devices proven to be defective upon inspection.
- 10.6** Replacement of Devices shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.
- 10.7** Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.
- 10.8** Upon significant failure of a Device, the warranty period shall commence again for a minimum of ninety (90) days. Significant failure shall be determined by the Participating State.
- 10.9** Contractor warranty obligations shall not apply if:
- 10.9.1** The Device is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;
 - 10.9.2** If a defective or non-authorized Accessory, Supply, software, or part is attached to, or used in the Device; and
 - 10.9.3** The Device is relocated to any place where Contractor Services are not available.
- 10.10** Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.
- 10.11** It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.
- 10.12 Lemon Clause**
- 10.12.1** This clause shall apply to all Devices that are purchased, leased, or rented under the Contractor's Master Agreement.
 - 10.12.2** This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.
 - 10.12.3** The application period is thirty-six (36) months from the date of Acceptance.
 - 10.12.4** This clause shall take precedence over any other warranty or Services clauses associated with the Contractor's Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.
 - 10.12.5** A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90)

day warranty.

- 10.12.6** Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and is subject to recurring related problems, shall be replaced with a like-for-like Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

XI. Equipment Title

- 11.1 Conveyance of Title.** Contractor shall have exclusive title to the Devices being delivered and the Devices shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:

11.1.1 Purchasing Entity up-front purchase of the Device;

11.1.2 Purchasing Entity exercising the purchase option at the end of an FMV Lease;

11.1.3 Expiration of a Purchasing Entity's Capital Lease; or

11.1.4 Purchasing Entity has secured third party financing and full and complete payment has been made directly to the Contractor by the Purchasing Entity.

- 11.2 Firmware.** Transfer of title to the Device must include an irrevocable and perpetual right to use any Firmware in the Device. If Purchasing Entity subsequently transfers title of the Device to another entity, Purchasing Entity shall have the right to transfer the right to use the Firmware with the transfer of Device title. A subsequent transfer of this software right of use will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property

11.3.1 To the extent a Product sold, leased, rented or licensed to a Purchasing Entity hereunder contains Intellectual Property not created under an Order that expressly requires Contractor to create such Intellectual Property ("Pre-existing Intellectual Property") and such Product comes with end user license document(s), such Purchasing Entity's right to use such Pre-existing Intellectual Property shall be exclusively stated in such end user license document(s) as, despite anything to the contrary, the Purchasing Entities and the software shall be subject to the license agreements distributed with such software, provided such terms do not contradict the language in the Master Agreement unless otherwise stated in a Participating Addendum or an Order.

11.3.2 To the extent a Product sold, leased, rented or licensed to a Purchasing Entity hereunder contains Pre-existing Intellectual Property and such Product does not come with end user license document(s), Contractor grants to the Purchasing Entity a non-exclusive, perpetual, irrevocable, unlimited license to use the Product in the manner and to the extent advertised by Contractor. The license shall be subject to any third-party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless

NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any negligent act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim by such third-party that a Contractor branded Product or its use infringes Intellectual Property rights owned by any such third-party ("Intellectual Property Claim"). If such a claim is made or appears likely to be made, Contractor may enable Purchasing Entity to continue to use such Product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, such Purchasing Entity agrees to return such Contractor branded Product to Contractor at its written request and Contractor will then give such Purchasing Entity a credit equal to: **(a)** for Device(s), such Purchasing Entity's net book value provided it has followed generally accepted accounting principles; and **(b)** for software, the amount paid by such Purchasing Entity for it or twelve (12) months' charges (if subscription-based software).

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or;

12.2.1.4 reasonably expected to be used in combination with the Product, system or method.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of

the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

- 12.2.4** Unless otherwise set forth herein, **Section 12.2** is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1** Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.
- 13.2** Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
- 13.2.1 Commercial General Liability** covering premises operations, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence, \$2 million general aggregate, \$2 million Products and completed operations aggregate and \$50,000 and any one fire. If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.
- 13.2.2 Cyber Liability** covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.
- 13.2.3** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.2.4 Automobile Liability** covering any auto (including owned, hired and non-owned), with a minimum limit of \$1,000,000 each accident combined single limit.
- 13.3** Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that the insurer not revoke them until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- 13.4** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:
- 13.4.1** Includes the Participating States identified in the Request for Proposal as additional insured's, and;

13.4.2 Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

13.5 Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.6 Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

13.7 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.8 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.9 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.10 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees for a period of up to five (5) years from the date of termination of an Order. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. However, notwithstanding anything to the contrary above or in Section 9.6: (a) No audit, inspection, examination, copying, transcription, or access right shall be exercised more frequently than one (1) time every two (2) years unless such audit or access right is based on Contractor's breach of its obligations under this Master Agreement; and (b) Any access, audit, inspection, examination, copy or transcription rights, time, and days, are limited to what is reasonable under the circumstances, unless otherwise required by Purchasing Entity state statutes.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
- 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall

be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be

available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance

in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate. Despite anything to the contrary, any Order placed under this Master Agreement shall survive the expiration of this Master Agreement unless otherwise specified in a Participating Addendum; and, a lease or rental agreement issued prior to the termination of this Master Agreement and Participating Addendum, shall survive the termination of this Master Agreement and the Participating Addendum.

- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, acts of war which are beyond that party's reasonable control, pandemics, or epidemics that would negatively impact supply chain distribution. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement. This clause does not absolve Purchasing Entity of their payment obligations for goods or services received. Past due account charges will not accrue until the conclusion of the Force Majeure event, at which point Contractor shall also be expected to resume their Service obligations.

14.8 Defaults and Remedies

- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

- 14.8.2** Upon the occurrence of an event of default, the Lead 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. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

- 14.8.3** 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 Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
- 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
- 14.8.3.5** Suspension of Contractor's performance; and
- 14.8.3.6** Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.

This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The laws of the Lead State shall govern the construction and effect of this Master Agreement. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.
- 14.12.2** The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

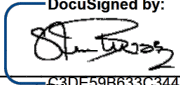
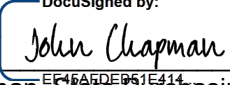
14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

14.15 If a Purchasing Entity defaults on a rental or lease agreement, then Contractor, at its discretion, in addition to, or in lieu of, the remedies set forth in this Master Agreement, and the Participating Addendum, may take one or more of the actions described in Sections III(F)(10.1-10.2) in Exhibit A, Statement of Work.

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT**

*** Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.**

CONTRACTOR Ricoh USA, Inc. By: Steve Bissey Title: Director, State & Local Gov't By:  DocuSigned by: Signature C3DE59B633C3446... Date: 12/7/2023	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel & Administration State Purchasing & Contracts Office Tony Gherardini, Executive Director By:  DocuSigned by: John Chapman, State Purchasing Manager EE16A5DEB51E414... Date: 12/8/2023
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

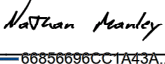
STATE CONTROLLER Robert Jaros, CPA, MBA, JD By:  DocuSigned by: Nathan Stanley 66856696CC1A43A... Date: 12/8/2023

EXHIBIT A – STATEMENT OF WORK**I. Product Overview**

- A.** Contractor is authorized to provide Products and Services in the following Groups and Sub-Groups:

1. Primary Products and Services:

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

2. Ancillary Products and Services:

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

- B.** Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in **section II.B.3**.
- C.** Contractor may only offer Devices that meet the minimum requirements as outlined in **section II.A**.
- D.** Any Products added to the Master Agreement throughout the term of the Contract must be discounted according to the proposed discount for the appropriate Segment or as specified in **section II.A.4**.
- E.** Contractor may provide MPS under any Group they offer under this Contract. However, MPS may not be provided on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless Contractor has a written agreement with the Manufacturer to do so.

- F.** Contractor may add, remove or modify Products and Services on their Price Lists **once per calendar month**, beginning in September 2024. Modifications do NOT include price increases. Refer to **section 6.1 of the Master Agreement Terms and Conditions** for information regarding pricing.
- G.** Any Device additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Device(s) being removed from the Master Agreement Price List(s) until such time they can be verified on Buyer's Lab. In addition, if a Device is acquired by a Purchasing Entity that is not listed on Buyer's Lab within 90 days of it being added to the Price List, then Contractor shall remove the Device from the Purchasing Entity location and substitute it with a Device of equal or greater value, at no charge to the Purchasing Entity. This substituted Device must be on the Price List, AND listed on Buyer's Lab.

II. Master Agreement Deliverables

A. Primary Product and Service Offerings

- 1. Group Categories.** Segments shall be utilized to distinguish the various speeds of the Devices within Groups. The speeds are denoted in Page per Minute (PPM). The Segments for each Group are as follows:

Group A – MFD, A3	
Segment	PPM
2	20 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

Group B – MFD, A4	
Segment	PPM
1	Up to 20
2	21 - 30
3	31 - 40
4	41 - 50
5	51 - 60
6	61+

Group C – Production Equipment	
Segment	PPM
1	65 – 79
2	80 – 89
3	90 – 110
4	111 – 130
5	131+

Group D – Single-function Printers	
Segment	PPM
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

Group E – Large/Wide Format Equipment			
Segment	A1 or D Size PPM*	Width – Office	Width - Industry
Low	0 – 3	24” – 44”	46” and higher
Medium Low	4 - 9	24” – 44”	46” and higher
Medium High	10 - 19	24” – 44”	46” and higher
High	20+	24” – 44”	46” and higher

*Speeds denoted above are based on b&w output

Group F - Scanners	
Segment	PPM
1	10 – 29
2	30 – 49
3	50 – 69
4	70 – 89
5	90 – 110
6	111 – 130
7	131+

- 2. Device Configurations.** Devices must be equipped, at a minimum, with the following Accessories/capabilities:

2.1 Group A – MFD, A3

- a. New power filter;
- b. Duplex for Segment 3 and above;
- c. Standard paper drawer(s) equal to or greater than:
 - i) One (1) paper supply for Segment 2;
 - ii) Two (2) paper drawers for Segments 3 and 4; and/or
 - iii) 2,000 sheet paper capacity for Segments 5 and above.
 - iv) Paper size capacity up to 11” x 17”; and
 - v) Bypass paper supply, if applicable for Segment.

2.2 Group B – MFD, A4

- a. New power filter;
- b. Bypass paper supply;
- c. Standard paper drawer(s) equal to or greater than:

- i) One (1) paper supply for Segments 1 and 2;
 - ii) Two (2) paper drawers for Segments 3 and 4; and/or
 - iii) 1,000 sheet capacity for Segments 5 and above.
- d. Paper size capacity up to 8 1/2" x 14"; and
 - e. Envelope adjustment capability.

2.3 Group C – Production Equipment

- a. New power filter;
- b. Standard paper drawer(s);
- c. Standard paper capacity;
- d. Duplex; and
- e. Network connectivity.

2.4 Group D – Single-function Printers

- a. Must include an inkjet, light emitting diode (LED), or laser print engine;
- b. Standard paper drawer(s);
- c. Standard paper capacity; and
- d. Network connectivity.

2.5 Group E – Large/Wide Format Equipment

- a. Hard-Disk drive;
- b. Network connectivity;
- c. Touch screen control panel; and
- d. Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.

2.6 Group F – Scanners

- a. Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);
- b. Automatic Document Feeder (ADF);
- c. Letter or legal paper size capacity;
- d. Color depth of at least 24 bytes; and
- e. Single pass duplex scan.

3. Device Standards. Devices must meet the following requirements:

- 3.1** Group A Base Units are OEM only.
- 3.2** Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.
- 3.3** Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price

List.

- 3.4** Group E must be Energy Star compliant and registered within one (1) year of being added to the Master Agreement Price List.
- 3.5** If Contractor Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D and E Devices only) within one (1) year, then they will be removed from the Price List. If said Devices have already been placed at a Purchasing Entity's location, then Contractor must replace the Devices with a comparable, qualified model, at no cost to the Purchasing Entity.
- 3.6** All Devices must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum. Discontinued Devices are not permitted to be offered under the Master Agreement.
- 3.7** Devices, when installed, and if available, must be set-up to receive automatic software updates and patches.
- 3.8** Device specifications must be published on the Contractor website.
- 3.9** MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website.
- 3.10** Devices must maintain a PPM speed, according to Segment classification.
- 3.11** Devices must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

4. Device Exceptions

- 4.1** Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled.
- 4.2** Group C, Sub-Group C1, Sub-Group C2, and Group F are not required to be EPEAT registered or Energy Star compliant.
- 4.3** Digital Duplicators may be offered by Contractor under Group A, and must be priced based on the minimum discount offered in the Segment to which they most closely relate.
- 4.4** Under Group E, Contractor may offer Large/Wide Format Equipment that accommodates all paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs.

5. Accessories

- 5.1** Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.
- 5.2** Contractor may also maintain a separate price list for Accessories for Base Units that have been discontinued. The pricing must be based on the same discount

offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.

- 5.3** Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint Master Agreements, as well as via any other means. If the Device is currently being leased or rented, Purchasing Entity must obtain Contractor approval to add Accessories. Purchasing Entities shall also be advised that obtaining Accessories from a Third Party and not the Contractor or their Dealer may void certain warranty or maintenance agreement provisions.

6. Remanufactured and Refurbished Equipment

- 6.1** Contractor may offer Remanufactured and/or Refurbished Equipment under any Group.
- 6.2** Remanufactured and Refurbished Equipment is not required to be EPEAT registered or Energy Star compliant.
- 6.3** Equipment can be acquired via a purchase, lease or rental agreement.
- 6.4** Contractor must notify the Purchasing Entity in writing, when Remanufactured or Refurbished Equipment is being offered.
- 6.5** All Remanufactured or Refurbished Equipment must be clearly labeled as such, and must be certified by the Manufacturer.
- 6.6** Remanufactured Equipment must be priced according to the minimum discount offered for similar Equipment in the same Group and Segment of the resulting Master Agreement.
- 6.7** Refurbished Equipment shall be offered at a minimum discount of 10% less than the lowest priced Device of the Group and Segment to which the Refurbished Equipment belongs.
- 6.8** Service and Supplies for Remanufactured and Refurbished Equipment will receive the same pricing as the Published Price for the Group and Segment to which it belongs.

7. Group G - Software

- 7.1** May be provided by Contractor to enhance the capabilities of the Devices, or may be provided as a standalone option on any owned, leased or rented Device.
- 7.2** Software pricing for unique designs or complex configurations will be quoted on a case by case basis.
- 7.3** Contractor may provide OEM and/or Third Party software.
- 7.4** All software drivers shall be, at a minimum, Windows 10 compliant, and all Devices must have universal software drivers.
- 7.5 Software Subscriptions**

- a. Software pricing shall be inclusive of available software patches and any updates.
- b. Purchasing Entities shall have the option to finance software subscriptions by utilizing the proposed lease and rental rates.
- c. Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade, unless installation is excessive, and charges are agreed to by Purchasing Entity.
- d. License fees and support fees shall remain firm throughout the term of the agreement.
- e. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order.
- f. Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.
- g. Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

8. Group H – Supplies (consumable)

- 8.1** Contractor may offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease or rental agreement.
- 8.2** Contractor may offer OEM or compatible consumable Supplies for Groups A, B, C, D and F, as well as Sub-Groups C1, C2 and D1. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. All compatible Supplies must meet OEM standards for performance and quality. The Supplies that may be offered are:
 - a. Toner;
 - b. Staples;
 - c. Ink;
 - d. Print Cartridges;
 - e. Imaging Drums;
 - f. Fuser Kits;
 - g. Cleaning Kits;
 - h. Transfer Kits;
 - i. Waste Toner Bottles;
 - j. Fuser Oil;
 - k. Ozone Filters;

- l. Ribbon;
- m. Developer;
- n. Rollers and Pads; and
- o. Maintenance Kits.

8.3 Toner must be free of carcinogenic, mutagenic, or teratogenic substances, and should avoid petroleum inks and inks with high volatile compounds. Toner cartridges should also be remanufactured, contain recycled content, **or** be bio-based.

8.4 Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

9. Service Offerings

9.1 Group I - Managed Print Services

- a. The main components of an MPS engagement are needs assessment, selective or general replacement of Devices, and the Service, parts and Supplies needed to operate the new and/or existing Devices, including existing Third Party Devices as owned by the Purchasing Entity. The Contractor tracks how the Device fleet is being used, the problems associated with that use, and customer satisfaction in regards to meeting statement of work objectives.
- b. In addition to the ongoing monitoring and management of a fleet of Devices, Contractor must also offer project implementation Services, and customer help-desk support and training.
- c. Contractor may also offer hourly Services for consulting purposes, project management, change management plans, and other staffed Services which meet customer needs such as to operate copy centers or complete back file scanning projects.
- d. MPS may also include enterprise content management Services and workflow optimization components, such as scanning and document capture solutions, developing custom applications for smart MFDs that automate paper-intensive document workflows and route scanned pages to document management systems. It can also be extended to include the restructuring of document workflows. Some MPS engagements may be designed to improve document security or to reduce print volumes and power consumption for environmental reasons.
- e. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format referenced in **Exhibit E, Sample MPS Statement of Work**, and it must be approved by both parties prior to the initiation of any engagement.
- f. Any MPS engagement shall include the following:
 - i) **Free Initial Assessment** (includes, but is not limited to: document

workflow; identification of Service, Supplies, and parts; current output; total cost of ownership; employee to Device ratio; preliminary estimated cost savings);

- ii) **Implementation** (e.g. plan development; hardware and software installation and set-up);
- iii) **Remote Device Monitoring** (e.g. job accounting; automated meter reads; automated toner replenishment);
- iv) **End-user Support** (e.g. training; Help Desk); and
- v) **Account management** (e.g. reporting; invoicing; customer business reviews).

g. The MPS engagement may include, but is not limited to, the following:

- i) **Professional Services** (e.g. consulting; project management; record management; network and data security; document workflow consulting; document scanning; back-file conversion; mail-room Services);
- ii) **Cost-based Assessment** (e.g. asset mapping; end-user survey; detailed recommendation; analysis and plan design);
- iii) **Change Management;**
- iv) **Maintenance** (e.g. Preventative Maintenance; Service and repair; on-site break/fix; parts management; warranty management);
- v) **Ongoing Fleet Management and Optimization** (e.g. consumable spend; continual assessments; green initiatives; add/move/change Services; disaster recovery).
- vi) **Software and Cloud Solutions** (e.g. mobile print, pull-print, enterprise content management; automated workflow; capture and route; security); and
- vii) **Cartridge Recycling.**

h. The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.

i. MPS pricing and billing options shall be flexible and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

9.2 Maintenance Agreements. No Maintenance Agreement shall be subject to automatic renewals.

a. Pricing

- i) Pricing must include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.
- ii) Pricing for a monthly base charge, a set copy allowance and an

overage rate for b&w and/or color may also be provided.

- iii) Pricing for a monthly base charge, a set copy allowance, an overage rate for b&w and/or color, and Supplies may also be provided.
- iv) Flat Rate Fee pricing must be provided that includes all parts, labor, Preventative Maintenance, and Service Calls for Groups A, B, C and D. Supplies may or may not be included.
- v) Pricing for ALL Groups may also be provided that includes all parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.
- vi) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.
- vii) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).
- viii) Contractor may provide a flat rate fee without staples, and a flat rate fee with staples. All flat rate fees shall allow for an annual increase of up to 5%.
- ix) Contractor may charge flat rate fees for Services performed on any Accessories.
- x) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.
- xi) 11"x17" impressions may be counted as one (1) click or two (2) clicks on Group A and C Devices.
- xii) Contractor may offer a one (1) click rate that encompasses all paper sizes for Group C Devices.
- xiii) A two-sided document shall be counted as two (2) clicks.
- xiv) Contractor must not charge for scans on any MFD.

b. Initial Term

- i) Pricing shall remain firm for the initial term of the Maintenance Agreement (e.g. 24, 36, 48 months etc.). Upon renewal of the Maintenance Agreement, Contractor may adjust the pricing, as long as the pricing does not exceed Master Agreement rates.
- ii) For lease and rental Devices, the total Maintenance Agreement term shall be equal to the term of the lease or rental (e.g. 24, 36, 48 months etc.).
- iii) For purchased Devices, the initial term is determined by the Purchasing Entity, as long as it does not exceed 60 months on Group A, Group B, Group C, Sub-Group C1, Group D, Sub-Group D1, Group E, and Group F Devices, and 120 months on Sub-Group C2 Devices.

c. Renewal Term

If a Purchasing Entity wishes to renew a Maintenance Agreement for Devices that were acquired under prior Master Agreement (RFP-NP-18-001) or Master Agreement (3091), then **section II.A (9.2)(h)** shall apply.

d. Blended Rates

- i) Contractor must have the ability to blend the Service and Supply costs over a large Device fleet, and the Blended Rate must cover all units in the fleet.
- ii) The Blended Rate must be divided between b&w and color.
- iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.
- iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity, and/or the Purchasing Entity.

e. Manual Meter Reads

- i) Contractor must have an electronic method for collecting meter reads from a Purchasing Entity.
- ii) Meter reads may be submitted via the Contractor's online portal, or through email, or facsimile.
- iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

f. Customer Owned Devices

- i) Purchasing Entities may elect to enter into a Maintenance Agreement for Devices they already own, or Devices they acquire through an up-front purchase.
- ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.

g. Lease or Rental Devices

- i) Contractor shall be required to provide a Maintenance Agreement on all Devices that are leased or rented by a Purchasing Entity.
- ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

h. Legacy Devices

- i) Upon request from the Purchasing Entity, Contractor may provide a Maintenance Agreement on any Device that is owned or was leased or rented through Master Agreement (RFP-NP-18-001), Master Agreement (3091), or via any other means, providing the following conditions are met:
 - 1) The Device has not reached the end of its Useful Life;
 - 2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified

in a Participating Addendum; and

- 3) The Maintenance Agreement adheres to the same requirements as outlined in **sections II.A (9.2)(f) and II.A (9.2)(g)**.
 - ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.
 - iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed the new Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to **section II.A (9.2)(h)(iv)** below for additional information.
 - iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 120% of the Service and Supply pricing in the new Master Agreement.

B. Ancillary Product and Service Offerings

1. **Sub-Group Categories.** The following Products and Services are sub-groups of the Primary Product and Service Offering Groups.

1.1 Sub-Group G1 – Software Related Services. This is a sub-group of Group G – Software. This sub-group shall include, but not be limited to, the following Services:

- a. Cloud-based scanning (software as a service, enterprise content management); and
- b. Industrial Print solutions (back-file conversion, enterprise content management).

1.2 Sub-Group C1 – Standalone Production Devices. This is a sub-group of Group C – Production Equipment. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

- a. Cutters;
- b. Inline Finishers;
- c. Folders;
- d. Sorters;
- e. UV Coaters; and
- f. Binders.

1.3 Sub-Group C2 – Industrial Print Equipment. This is a sub-group of Group C – Production Equipment. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

- a. Digital Label Press;
- b. Digital Press;

- c. 3D Printers;
- d. 48" and larger Wide Format Printers (roll-fed, hybrid, flatbed);
- e. Continuous Feed Inkjet;
- f. High Speed Inkjet; and
- g. Decorative Print & Embellishment.

1.4 Sub-Group D1 – Specialty Printers. This is a sub-group of Group D – Single-Function Printers. Products offered under this sub-group are not restricted to OEM, and may include, but not be limited to, the following:

- a. Barcode labels;
- b. High Volume Inkjet;
- c. 3D Printers;
- d. Receipt printers;
- e. Card printers; and
- f. Cable printers.

2. Sub-Group Category Discounts. Products in Sub-Groups C1, C2 and D1 must be discounted at a minimum of 5% for OEM and a minimum of 2% for Non-OEM, unless such discounts would exceed the discount amount offered for OEM and Non-OEM within Group C and Group D, respectively.

3. Open Market Items

3.1 Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Devices and/or Services offered under the Master Agreement. NSP items will **not** include:

- a. Interactive White boards;
- b. Computers, monitors, or other related hardware items;
- c. Fax machines;
- d. Kiosk machines;
- e. Overhead Projectors; and
- f. Cameras.

3.2 NSP items may only be acquired through the Contractor or their Authorized Dealer and must be reported quarterly with all other sales under the Master Agreement.

3.3 NSP items must be priced at a minimum discount of 15% from MSRP or List Price.

3.4 NSP items may 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.

3.5 It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

4. Emerging Technologies

- 4.1 Upon approval from the Lead State, Contractor may add new, related technology to the resulting Master Agreement.
- 4.2 Technology is not restricted to OEM, nor is it required to be Private Labeled.
- 4.3 Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, the MSRP and pricing information, and an explanation/justification as to how the Product conforms to the requirements of the RFP and Master Agreement.
- 4.4 Any new technology must be priced according to the lowest discount offered for any Product under the Master Agreement. No discount or a 0% discount does not qualify as a "lowest" discount.

III. Purchase, Lease and Rental Programs

A. Acquisition Methods. Contractor may offer the following:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	24, 36, 48 and 60 months
Capital Lease	
Straight Lease	
Cancellable Rental	

1. All Devices on Contractor's Price List may be purchased, leased or rented, either as a packaged-deal, or stand-alone item.
2. Contractor may also offer 72, 84, 96, 108, and 120-month lease and rental rates for Group C and Sub-Groups C1 and C2 Devices only.

B. Device Trade-In

1. A Purchasing Entity shall have the option, at the Contractors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do a Device Trade-In, when placing a purchase, lease or rental Order.
2. The value for the Device Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

C. Lease and Rental Rates

1. Contractor may elect to include property tax in their lease and rental rates, or they may bill the Purchasing Entity separately for property tax.
2. Once a Purchasing Entity enters into a lease or rental agreement, the lease or rental rate must remain fixed throughout the Initial Lease or Rental Term, regardless of whether the Contractor had increased their lease or rental rates in the Master Agreement Price Lists. If Contractor has decreased their lease or rental rates in their Price Lists, then they may extend that lower rate to the Purchasing Entity.
3. Device Payments for Renewal Terms must never exceed Master Agreement pricing.

4. If a Purchasing Entity enters into a Renewal Term, then the Device Payment will be subject to the lease and rental rates listed in the most recent Price Lists posted on the NASPO ValuePoint website.
5. Contractor may update lease and rental rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or a comparable index, and must be the rate in effect at the end of each calendar quarter.
6. Lease and rental rates must be proposed as a decimal multiplying factor in such a manner that the purchase price of the Device may be multiplied by the lease or rental rate to arrive at the resulting monthly Device Payment. Proposed rates must include the following information:
 - 6.1 The Daily Treasury Yield Curve (or comparable index) Rate;
 - 6.2 The date used for the Daily Treasury Yield Curve (or comparable index) Rate;
 - a. The fixed margin for each lease and rental type being proposed, and how that margin is determined; and
 - b. The methodology for determining the 48 month base rate if a 4-year rate is not published.
 - 6.3 Contractor must offer Coterminous lease and rental rates to any Purchasing Entity wishing to add Products to an existing lease or rental agreement. The calculation for the Coterminous lease and rental rates must adhere to the following methodology:

***For example:** A customer enters into a 36 month FMV Lease, and 12 months into that lease, they decide to add an Accessory to the Base Unit. The Contractor shall divide the 36 month cumulative Device Payment by 24 months to arrive at the monthly Coterminous payment for that Accessory. That payment will then be added to the existing Device Payment. The new Total Monthly Payment must then be disclosed to the Purchasing Entity.*

D. Leasing and Rental Overview

1. All lease and rental programs shall remain with the Contractor or Authorized Dealer through an in-house leasing program, or through the financial branch or subsidiary of Contractor. In addition, Contractor and their Authorized Dealer may use Third Party leasing companies, however; all Third Party leasing company documents must be reviewed and approved by the Lead State and said documents must be incorporated into the Master Agreement before any Participating State, Participating Entity, or Purchasing Entity can use them. It will be at the discretion of the Participating State, Participating Entity, or the Purchasing Entity as to whether billing shall be in the name of Contractor, Authorized Dealer or Third Party leasing company. All contractual obligations however, will still be the responsibility of the Contractor.
2. A Purchasing Entity may lease or rent Devices pursuant to the terms and conditions in this Master Agreement, and according to the requirements listed in their states' Participating Addendum.

3. Lease and rental agreements shall not be subject to automatic renewals. This is non-negotiable in any Participating Addendum or Order.
4. A lease or rental agreement issued prior to the termination of the Master Agreement and Participating Addendum, shall survive the termination of the Master Agreement and the Participating Addendum, and all terms and conditions of the Master Agreement and Participating Addendum shall continue to apply.
5. With the exception of a \$1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Device at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Device up, without any further financial obligations to the Purchasing Entity.
6. Device pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.
7. Device returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.
8. If Purchasing Entity fails to make Device available for pickup after thirty (30) calendar days, then Contractor or Authorized Dealer may bill the Purchasing Entity, at the total monthly payment amount for such Device, for each month that the Device remains at Purchasing Entity's location. Contractor or Authorized Dealer is not permitted to bill the Purchasing Entity for failure of Contractor or Authorized Dealer to pickup the Device when Purchasing Entity has made it available.
9. Contractor and/or Authorized Dealers shall be responsible for all Device pickup and return costs.
10. The maximum term on any Initial Lease or Rental Term shall be 60 months, with the exception of Group C and Sub-Group C1 and C2 Devices, which, at the discretion of the Participating State or Entity, and upon availability of the Contractor, shall have a maximum term of 120 months.
11. The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Device.
12. All Renewal Terms shall be billed on a monthly basis.
13. If a Purchasing Entity elects to enter into a month to month Renewal Term, they may cancel at anytime, without penalty, by giving Contractor thirty (30) days advance, written notice.
14. If a Purchasing Entity elects to enter into a 12-month Renewal Term, the Renewal Term will automatically terminate at the end of the 12-month period, unless the Purchasing Entity has notified the Contractor that they wish to enter into a new Renewal Term. If a Purchasing Entity wants to cancel their 12-month Renewal Term early, then early termination fees shall apply, and will be equivalent to the remaining stream of equipment payments only (i.e. less maintenance).

E. Leasing and Rental Options

1. FMV Lease

- 1.1** A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months for Group A, Group B, Group C, Sub-Group C1, Group D, Sub-Group D1, Group E, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72, 84, 96, 108 and 120-month terms for Group C and Sub-Groups C1 and C2 only.
- 1.2** Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - a.** Exercise their purchase option;
 - b.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
 - c.** Return the Device to the Contractor, or have the Contractor pick the Device up.

2. Capital Lease (\$1 Buyout Lease)

- 2.1** A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months for Group A, Group B, Group C, Sub-Group C1, Group D, Sub-Group D1, Group E, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72, 84, 96, 108 and 120-month terms for Group C and Sub-Groups C1 and C2 only.
- 2.2** Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Device to the Purchasing Entity, or as otherwise determined in a Participating Addendum or an Order, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Device.

3. Straight Lease

- 3.1** A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months for Group A, Group B, Group C, Sub-Group C1, Group D, Sub-Group D1, Group E, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72, 84, 96, 108 and 120-month terms for Group C and Sub-Groups C1 and C2 only.
- 3.2** Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - a.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
 - b.** Return the Device to the Contractor, or have the Contractor pick the Device up.

4. Cancellable Rental

- 4.1** A Purchasing Entity shall have the option to enter into an Initial Lease Term of 24, 36, 48, or 60 months for Group A, Group B, Group C, Sub-Group C1, Group D, Sub-Group D1, Group E, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to include 72, 84, 96, 108 and 120-month terms for Group C and Sub-Groups C1 and C2 only.
- 4.2** A Purchasing Entity shall have the option to cancel the rental at anytime throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.
- 4.3** Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - a.** Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or
 - b.** Return the Device to the Contractor, or have the Contractor pick the Device up.

F. Leasing and Rental Terms and Conditions

1. Possession and Return of Lease and Rental Devices

- 1.1** The Purchasing Entity is responsible for risk of loss to the Devices while the Devices are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Devices during periods of transportation and de-installation.
- 1.2** Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:
 - a.** Any acquisition or return options, based on the type of lease or rental agreement;
 - b.** Any renewal options, if applicable; and/or
 - c.** Hard drive removal and surrender cost, if applicable.
- 1.3** If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Device, 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 Device, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Device will be mutually arranged, unless otherwise specified in an Order.
- 1.4** If the Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Device available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.

- 2. Payment.** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Device(s), or such later date as Contractor may designate.

The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.

3. **Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or Capital Lease. A Buyout to Keep option is not available on a Straight Lease.
4. **Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV or Straight Lease, and return the Device to the Contractor in good working condition (ordinary wear and tear excepted).
5. **Device Upgrade or Downgrade.** A Purchasing Entity may do a Device Upgrade or Downgrade on a lease or rental at anytime throughout the term of the lease or rental agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Device Upgrade or Downgrade, but at no time shall the total cost of the Device Upgrade or Downgrade be less than the remaining stream of Device Payments.
6. **Non-appropriation of Funds.** The continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.
7. **Assignment.** Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Device or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).
 - 7.1 Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Device and/or these Lease or Rental Terms or any Order for leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.
 - 7.2 No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.
8. **Early Termination Charges**
 - 8.1 Except in the case of Non-appropriation of funds, FMV, \$1 Buyout, and Straight Leases shall be subject to an early termination charge, and shall involve the return of the Device (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Device, the termination charge shall not exceed the balance of remaining Device Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service

and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

8.2 Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments, or as otherwise agreed to by the Participating State or Entity.

9. Default. Each of the following is a “default” under these lease and rental terms:

9.1 Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;

9.2 Any representation or warranty made by Purchasing Entity in these lease or rental terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease or rental terms, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;

9.3 Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;

9.4 Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor’s assets; or

9.5 Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity’s assets.

10. Remedies. If a Purchasing Entity defaults on a rental or lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following:

10.1 Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;

10.2 Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor’s bargain and not as a penalty, a sum equal to:

- a. All past due payments and all other amounts payable under the lease or rental agreement;
- b. All unpaid payments for the remainder of the lease or rental term, discounted at a rate equal to three percent (3%) per year to the date of default; and
- c. Require Purchasing Entity to deliver the Device to Contractor per mutual arrangements.

IV. Contractor Responsibilities and Tasks

A. Service Requirements

1. Technicians. All technicians must be factory trained by the OEM and certified to Service the Devices.

- 2. Standard Service Levels.** Participating States and/or Entities may negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum, adhere to the following requirements:

2.1 End-User Training

- a. Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor's sole discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.
- b. Purchasing Entity may also request an additional one-hour training session for technical support, which shall include network connectivity and print driver installation. This additional training shall be provided via a delivery method mutually agreed upon by Contractor and Purchasing Entity, and at a mutually agreed upon price.
- c. If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.
- d. Contractor may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agreed upon, prior to Order placement.
- e. Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Device independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agree upon, prior to Order placement.
- f. Contractor shall provide Device literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.
- g. For Groups A, B, C, D, E, and Sub-Groups C1, C2, and D1, Contractor shall provide a no charge, toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting (i.e. this does not include network connectivity or print driver installation). A Purchasing Entity must be able to obtain assistance during Normal Business Hours.
- h. Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance, providing such request, and subsequent support, falls within normal business hours.

- 2.2 Preventative Maintenance.** Contractor must perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in

an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

2.3 Device Performance

- a. Device Downtime shall be computed from the time the Contractor is notified of Device failure until the time in which the Device is fully operational.
- b. Device Downtime due to lack of consumable Supplies is not acceptable.
- c. Contractor must provide daily communication to the Purchasing Entity regarding inoperable Devices, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

2.4 Loaner Device. If any Device in Group A or Group B is inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:

- a. A loaner Device of similar speed and capabilities until such time as the inoperable Device is now operable; or
- b. At the discretion of the Participating State or Entity, provide the Purchasing Entity with off-site manned production capabilities, at the sole cost to the Contractor, to accomplish the work of the Device that is inoperable.
- c. If any Device in Group C or Sub-Groups C1 and C2 are inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide access to an off-site manned production facility as an accommodation to the Purchasing Entity.

2.5 Repair Parts

- a. Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.
- b. All Device components, spare parts, application software, and ancillary Devices that are supplied under any resulting Master Agreement, must conform to Manufacturer specifications.
- c. Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.
- d. Repair parts may be new, reconditioned, reprocessed or recovered.

2.6 Service Zones

- a. Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days

Remote	120+ miles, or only accessible by plane or by boat	4 – 5 Business Days
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- b. Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:
 - i) If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.
- c. Contractor may charge different rates according to each Service Zone.

2.7 Service Logs

- a. Contractor shall maintain a Service log which describes the maintenance and repair Services provided for each Device.
- b. A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

2.8 Device Relocation

- a. Device relocation Services include dismantling, packing, transporting, and re-installing Device.
- b. Contractor may charge for this Service based on the following table:

Service Zone	Distance from current placement of Device	Charge
1	Within the same building	No Charge Allowed*
2	Up to 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device is currently placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any Device relocation in Zone 1.

- c. Contractor may not charge for any fees incurred due to fuel or tolls.
- d. Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

- e. Contractor is required to offer Device relocation services for all lease and rental equipment.

3. Meter Read Invoicing

- 3.1** In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.
- 3.2** Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.
- 3.3** The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.
- 3.4** 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.

4. Reporting

4.1 Service Level Calculations

- a. At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components.
- b. The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

4.2 Periodic Reporting. Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.

- a. The report shall include the following:
 - i) Number of Service Calls placed;
 - ii) Response Time per Device;
 - iii) Dates that Preventative Maintenance was performed, if applicable; and
 - iv) Estimated end of Useful Life per Device, based on current usage.
- b. The report may include, but not be limited to, the following:
 - i) Location of Devices;
 - ii) Click usage per Device; and
 - iii) EPEAT certification level of each Device.

B. Customer Service

- 1. Key Personnel.** Contractor shall ensure that staff has been allocated appropriately to ensure compliance with the resulting Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel

positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall provide a single point of contact for the following:

- 1.1 Master Agreement Contract Administrator** – shall be the Lead State’s primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to the Master Agreement;
 - 1.2 NASPO ValuePoint Reporting Contact** – shall be responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;
 - 1.3 Master Agreement Marketing Manager** – shall be responsible for marketing the resulting Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and
 - 1.4 National Service Manager** – shall be responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position will work with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor’s operations, as well as strategic planning of the Service department.
- 2. Single Point of Contact.** Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, reporting, status of Orders, customer complaints and escalated issues.
 - 3. Service and Support Hours.** Contractor must provide full Service and support for Products during Normal Business Hours.
 - 4. Customer Service Team.** Contractor shall also have a designated customer service team who shall be available by phone (via local or toll free number), fax, or email during Normal Business Hours.
 - 5. Additional Coverage.** Contractor may offer additional coverage beyond Normal Business Hours for any Device that needs to be serviced. Such coverage shall be billed to the Purchasing Entity at an hourly rate.
 - 6. Online Access.** Customer service representatives shall have online access to account information and be able to respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

C. Authorized Dealers

- 1.** Contractor can engage Authorized Dealers to provide Products and/or Services.
- 2.** In the event a Contractor elects to use Authorized Dealers in the performance of the specifications, the Contractor shall serve as the primary Contractor, and shall be fully accountable for assuring that their Authorized Dealers comply with the terms and conditions of the resulting Master Agreement, and any Participating Addendum, and shall be liable in the event Authorized Dealers fail to comply with such terms and conditions.

3. Authorized Dealers shall be expected to stay current with Contractor Products, pricing, Master Agreement, and Participating Addendum requirements, and Contractor shall provide training to all of their Authorized Dealers at least once per calendar year, or as otherwise determined by the Lead State.
4. Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and invoice them directly, unless otherwise stated in a Participating Addendum.
5. Contractor shall send notice to the Lead State, utilizing **Exhibit C, Authorized Dealer Form** and **Exhibit D, Authorized Dealers by State**, within three (3) calendar days of engaging or removing a Dealer.
6. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State. Under no circumstances is a Participating State or Entity permitted to use a Dealer that has not been approved by the Lead State.
7. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to:
 - 7.1 Require the Dealer to attend remedial training with either the Contractor or the Lead State or;
 - 7.2 Remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance.

D. Device Demonstration Requirements

1. Contractor may offer trial or demonstration Devices for Group A, Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F.
2. Trial or demonstration Devices may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.
3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Devices for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:
 - 3.1 The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
 - 3.2 The meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
 - 3.3 The Device must be discounted by at least 5% off of the Master Agreement pricing for that same Device; and
 - 3.4 The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.

4. Any trial or demonstration period shall be free to the Purchasing Entity and shall not exceed thirty (30) calendar days.
5. If Purchasing Entity does not make the demonstration Device available for pickup after thirty (30) calendar days, then Contractor may bill the Purchasing Entity for use of Device for each day that it remains at Purchasing Entity's location. Such rates shall not exceed current market standards.

E. Device Installation Requirements

1. Prior to Order Acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:
 - 1.1 Air conditioning;
 - 1.2 Electrical;
 - 1.3 Special grounding;
 - 1.4 Cabling;
 - 1.5 Space;
 - 1.6 Humidity and temperature limits; and
 - 1.7 Other considerations critical to the installation.
2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.
3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.
4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.
5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer.
6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Device.
7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

F. Security Requirements

1. Network and Data Security

- 1.1 Devices may be configured to include a variety of data security features. The set-

- 5.3** If Contractor takes possession of any Device at a Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.
- 5.4** Hard drive sanitation shall be at no expense to the Purchasing Entity, however; Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.
- 5.5** If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, **section IV.I (5.1)** shall apply.
- 5.6** If Contractor is removing another Manufacturer's Device, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this section are met.

G. Contractor Notices. Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

EXHIBIT B – SAMPLE D&A CERTIFICATE

**NASPO VALUEPOINT MASTER AGREEMENT NO.
AND THE STATE OF Insert Name of Participating State PARTICIPATING ADDENDUM NO.
WITH Insert Name of Contractor**

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in Order no. _____ (Purchase Order or Product Schedule number) has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

EXHIBIT C – AUTHORIZED DEALER FORM

Manufacturer Name: _____

(Check one)

- ☐ The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement.
- ☐ The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement for the following reason (required):

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: _____ Date: _____

(Contractor Representative)

Signed: _____ Date: _____

(Authorized Dealer Representative)

(Print First and Last Name of Authorized Dealer Representative)

EXHIBIT D – AUTHORIZED DEALERS BY STATE



Exhibit D -
Authorized Dealers by

EXHIBIT E – SAMPLE MPS STATEMENT OF WORK

Agency/Customer:		Contractor:	
Contact Name:		Contact Name:	
Address:		Address:	
Email:		Email:	
Phone:		Phone:	
Fax:		Fax:	
		Contractor website:	
Print Assessment Date:		Period of Performance:	
Statement of Work must incorporate the following documents:			
NASPO ValuePoint Master Agreement # 140602		[Imbed document here]	
Participating Addendum # _____		[Imbed document here]	
Contractor's Print Assessment		[Imbed document here]	

Statement of Work, at a minimum, must include the following elements:**1. Introduction:**

Describe your current environment. What is your inventory, including owned, rented, or leased Devices?

2. Scope:

Include Project scope (i.e. single-function, multi-function printers etc.) and software

3. Out of Scope:

This Project does not cover the following functions or deliverables:

4. Objective:

The main objective of this project is:

System and procedures will be set up to allow:

5. Location:

Enter all physical locations of where work will be performed

6. Discovery/Assessment:

Contractor will be required to discover/assess Purchasing Entity print environment as described below:

Deliverables:

Describe the deliverables for Discovery/Assessment

Checkpoints:

Describe the checkpoints for Discovery/Assessment

7. Data Security

Include description of data security requirements

8. Equipment Guarantees

*Describe downtime, on-site service, response time etc. (**Note:** this section must, at a minimum, adhere to the same requirements as outlined in the Master Agreement and/or Participating Addendum)*

9. End of Life/Equipment replacement

Insert description of end of life/equipment replacement process

10. Implementation:**Deliverables:**

Describe the deliverables for Implementation

Checkpoints:

Describe the checkpoints for Implementation

User Acceptance Testing:

Describe User Acceptance Testing for Implementation

Production Rollout:

Describe the Production Rollout for Implementation

11. Contractor Staff and Support

Describe Contractor staff roles and their availability

12. Purchasing Entity Roles and Responsibilities

Insert description of Purchasing Entity Roles and Responsibilities including:

Contacts:

Project Manager
End-User Representative
System Administrator
Technical Support

General and Technical Responsibilities:

Insert description of Purchasing Entity Roles and Responsibilities

13. Payment

Describe billing cycles and invoice information

This Agreement is entered into by and between the *[Purchasing Entity]*, located at *[Agency address]* and *[Contractor]* licensed to conduct business in the State of _____ (“Contractor”), located at *[Contractor address]* for the purpose of providing *Managed Print Services*.

The signatories to this Managed Print Services Agreement represent that they have the authority to bind their respective organizations to this Agreement.

In Witness Whereof, the parties hereto, having read this Managed Print Services Agreement in its entirety, including all attachments, have executed this Agreement.

This Agreement is effective this _____ day of _____, 2____.
Initial term of this Agreement is _____ year(s) or until _____.
Maximum term of this Agreement is five (5) years, or until _____.

Contractor Signature	Date	Purchasing Entity Signature	Date
Contractor or Authorized Dealer Printed Name, Title	Purchasing Entity Printed Name, Title		

ATTACHMENT 1 – RICOH MASTER LEASE AGREEMENT**RICOH****Master Lease Agreement**

NASPO ValuePoint

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

Number: _____

CUSTOMER INFORMATION

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

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd., Exton, PA 19341.

1. **Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
2. **Schedules; Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within five (5) business days after any Product is installed.
3. **Term; Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the acceptance date of the Equipment or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within forty-five (45) days of its due date, you will pay to us, in addition to that Payment, a late charge of 1% per month of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You agree to pay \$25.00 for each check returned for insufficient funds. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
5. Taxes and Fees. In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. As compensation for our internal and external costs in the administration of taxes related to each unit of Product, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of the applicable Schedule, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of the applicable Schedule to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.
6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), or (c) replace the Product with equipment of like age and capacity from Ricoh.
8. Liability and Insurance. You agree to maintain insurance to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse

us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. Default. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within forty-five (45) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and this failure continues for forty-five (45) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules and all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement and any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the lesser of 1% per month, or the maximum amount allowed by law; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product.
13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule with written notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. Renewal; Return of Product. YOU WILL NOTIFY US IN WRITING OF YOUR INTENT TO EITHER TERMINATE SUCH SCHEDULE OR TO EXTEND IT ON A MONTH-TO MONTH BASIS, OR FOR TWELVE (12) MONTHS, AND

SUCH NOTICE SHALL BE GIVEN AT LEAST THIRTY (30) DAYS PRIOR, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS PRIOR, TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE. AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14, UNLESS YOUR NOTICE EXTENDED THE TERM FOR TWELVE (12) MONTHS. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You must pay additional monthly pro-rated Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. We will cleanse and purge (if capable), at no additional cost to you, all data from hard drives in the Equipment prior to removing the Equipment from your location or from any hard drive prior to such hard drive being removed from your location ("Data Management Services"). In the event you elect to retain possession of a hard drive, you agree to pay us the specified hard drive retention charge. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.
16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH THE APPLICABLE PARTICIPATING ADDENDUM DESIGNATES. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU

MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
- a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
 - b) Non-Appropriation/Non-Substitution. (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least thirty (30) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent (or pro-rated rent) at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
 - c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
 - d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease

- Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

CUSTOMER	Accepted by: RICOH USA, INC.
By: X _____ <i>Authorized Signer Signature</i>	By: _____ <i>Authorized Signer Signature</i>
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____
Facsimile Number: _____	Facsimile Number: _____

ATTACHMENT 2 - RICOH LEASE SCHEDULE

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

Product Schedule
NASPO ValuePoint

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 	Minimum Payment (Without Tax) \$ _____	Minimum Payment Billing Frequency ☐ Monthly ☐ Quarterly ☐ Other: _____	Advance Payment ☐ 1 st Payment ☐ 1 st & Last Payment ☐ Other: _____
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Sales Tax Exempt: ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent or lease the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent or lease the above Product from us, and we agree to rent or lease such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X_____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: ____	Accepted by: RICOH USA, INC. By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: ____
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ATTACHMENT 3 – RICOH RENTAL AGREEMENT

RENTAL AGREEMENT (NASPO ValuePoint)

This Rental Agreement ("Agreement") is made between Ricoh USA, Inc. and that entity identified as Customer below. It has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, Customer. When we use "we", "us", or "our" we are referring to Ricoh USA, Inc.

CUSTOMER INFORMATION**Customer Billing Contact:** _____

Full Legal Name _____
 Customer Location Address _____
 City _____ County _____ State _____ Zip _____

Phone (ext) _____ Fax / Email _____
 Customer Billing Address (if different) _____
 City _____ County _____ State _____ Zip _____

EQUIPMENT DESCRIPTION ("Equipment")

Quantity	Equipment Description: Make, Model, & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number

☐ Check if Additional Equipment Schedule attached**PAYMENT SCHEDULE**

Minimum Term: _____ (months)	Payment Due: (check one) ☐ Monthly ☐ Quarterly ☐ Other _____	Payment Without Tax \$ _____	Advance Payment: \$ _____ (Tax Incl'd) by Check # _____ ☐ Apply to 1st Payment ☐ Other _____
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Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.): _____
 Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS:

- Agreement:** You agree to rent from us the equipment ("Equipment") listed above or identified in the attached Schedule. Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Agreement. You agree that the Equipment will be used solely for lawful business purposes and not for personal, family or household purposes and the "Customer Location" is a business address. Our signature indicates our acceptance of this Agreement. **Notwithstanding anything herein to the contrary, you may terminate this Agreement with respect to any item of Equipment provided under this Agreement by giving us not less than thirty (30) days prior written notice.**
- Location of Equipment:** You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment.
- Ownership of Equipment; Assignment:** We are the sole owner and titleholder to the Equipment. You will keep the Equipment free of all liens and encumbrances. **YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT.** You agree that we may sell or assign any of our interests with written notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us.
- Taxes and Filing Costs:** In addition to the payments under this Agreement, you agree to pay all taxes, fees, and filing costs related to the use of the Equipment, even if billed after the end of the term of this Agreement. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.
- UCC Filing:** To protect our rights in the Equipment in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Agreement as a financing statement and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
- Warranties:** We transfer to you, without recourse, for the term of this Agreement, any written warranties made by the manufacturer with respect to the Equipment. **WE MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.** You acknowledge that you have selected the Equipment you are renting from us based on your own judgment and you hereby affirmatively disclaim reliance on any oral representation concerning the Equipment made to you.
- Maintenance of Our Equipment and Agency:** You agree to maintain the Equipment throughout the rental term with Ricoh or an authorized Ricoh dealer pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear. *(The terms and conditions set forth on the next page of this Agreement are hereby incorporated herein by reference.)*

8. **Liability and Insurance:** Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are responsible for any damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons to the extent the damage or injury is caused by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limit, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. Such insurance will provide that we will be given thirty (30) days' advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Agreement until the payment obligations are fully satisfied.

9. **Renewal and Return of Equipment:** After the minimum term or any extension, you agree to return the Equipment in good condition, ordinary wear and tear, excepted. We will cleanse and purge (if capable), at no additional cost to you, all data from hard drives in the Equipment prior to removing the Equipment from your location or from any hard drive prior to such hard drive being removed from your location ("Data Management Services"). In the event, you elect to retain possession of a hard drive, you agree to pay us the specified hard drive retention charge. Notwithstanding our obligation to cleanse and purge such hard drives, you expressly acknowledge and agree that (i) you are aware of the security alternatives available to you, (ii) you have assessed such alternatives and exercised your own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for your needs and compliance, and (iii) we do not provide legal advice with respect to information security or represent or warrant that our Data Management Services or products are appropriate for your needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect your business, information retention strategies and standards, or information security requirements. Additionally, you expressly acknowledge and agree that, (a) you are responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is your sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect your business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of you.

10. **Agreement Payments:** Payments will begin on the acceptance date of the Equipment, or such later date as Ricoh may designate. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not made within forty-five (45) days of its due date, you agree to pay a late charge of 1% per month on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds.

11. **Default:** If you do not pay any amount within 45 days of its due date, or breach any other term of this Agreement, you are in default. If you default, we have the right to exercise any and all legal remedies available to us by applicable laws, including Article 2A of the Uniform Commercial Code. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE EQUIPMENT). Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Agreement present valued at the discount rate of 3% to the date of default. We may repossess the Equipment and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any cost associated with any action to enforce this Agreement. This action will not void your responsibility to maintain and care for the Equipment, nor will Ricoh be liable for any action taken on our behalf. Default also includes your becoming insolvent, your assignment of assets for the benefit of creditors, your filing for bankruptcy protection or failure of the guarantor to honor its commitment. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

12. **Business Agreement and Choice of Law:** YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH THE APPLICABLE PARTICIPATING ADDENDUM DESIGNATES. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.

13. **No Waiver or Set off:** You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION.

14. **Delivery & Acceptance Certificate:** If requested, you agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within five (5) business days after any Equipment is installed.

15. **Counterparts; Facsimiles:** This Agreement may be executed in counterparts. The counterpart that has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile, the facsimile copy, upon execution by us, shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limit, serial numbers), agreement identification numbers and/or dates in this Agreement. You agree that the facsimile of this Agreement manually signed by us, when attached to the facsimile copy signed by you, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Agreement containing your manual signature.

CUSTOMER

Name	Authorized Signer	Title	Date
RICOH USA, INC.			

Name	Authorized Signer	Title	Date
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ATTACHMENT 4 – RICOH RENTAL AGREEMENT SCHEDULE

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

Product Schedule - RENTAL
(NASPO ValuePoint)

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule - Rental (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 	Minimum Payment (Without Tax) \$ _____	Minimum Payment Billing Frequency ☐ Monthly ☐ Quarterly ☐ Other: _____	Advance Payment ☐ 1 st Payment ☐ 1 st & Last Payment ☐ Other: _____
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Sales Tax Exempt: ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. Notwithstanding anything to the contrary contained in the Lease Agreement, you may terminate this Schedule with respect to any Product provided under this Schedule by giving us thirty (30) days prior written notice. THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.
- Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____
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ATTACHMENT 5 – RICOH SCHEDULE WITH PURCHASE OPTION

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

Product Schedule
with Purchase Option
NASPO ValuePoint

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number		Billing Contact Facsimile Number		Billing Contact E-Mail Address			

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term <i>(months)</i>	Minimum Payment <i>(Without Tax)</i>	Minimum Payment Billing Frequency	Advance Payment
	\$	☐ Monthly ☐ Quarterly ☐ Other: _____	☐ 1 st Payment ☐ 1 st & Last Payment ☐ Other: _____

Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____
Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
2. You, the undersigned Customer, have applied to us to rent or lease the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent or lease the above Product from us, and we agree to rent or lease such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
3. Purchase Option:
(a) Purchase Option Price:

☐ Fair Market Value Purchase Option (plus any applicable tax)
☐ \$1.00 Purchase Option (plus any applicable tax)

(b) Unless the above Purchase Option price is the \$1.00 Purchase Option, Customer agrees that this transaction is a true rental. If the above Purchase Option price is the \$1.00 Purchase Option, then

- (i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule. You are required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Product and, if we are required by the applicable taxing jurisdiction to pay such taxes, you shall promptly reimburse us for such tax payments;
- (ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product; and
- (iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed.
- (c) If the above Purchase Option price is the Fair Market Value Purchase Option, then notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule, you will have the option at the end of the original term, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product covered by this Schedule at a purchase price equal to the then-existing fair market value of such Product. You must give us at least thirty (30) days written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product or that you will return the related Product to us. In the event that you exercise such option, fair market value of the Product will be defined as the price a willing buyer will pay to a willing seller with no obligation to sell or purchase the Product in an open market. If both parties cannot agree to a price, you may request an independent appraisal by an appraiser approved by us, and both parties agree to the value as determined by the appraiser. All appraisal costs are to be borne by you. You agree to pay all sales tax, use tax and other similar tax payable in connection with the purchase of the Product. This purchase option shall not apply to any Software.
- (d) If the above Purchase Option price is the Fair Market Value Purchase Option, then upon receipt by us of payment of the Purchase Option price described in clause (c) of this Paragraph 3, we will transfer our interest in the related Product to you "AS IS, WHERE IS" without any representation or warranty whatsoever, and this Schedule will terminate.
4. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.
5. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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ATTACHMENT 6 – RICOH MASTER MAINTENANCE AND SALE AGREEMENT

CUSTOMER INFORMATION					
Full Legal Name					
Address					
City		State		Zip Code	

This Master Maintenance & Sale Agreement (“Agreement”) sets forth the specific terms and conditions under which Ricoh USA, Inc. (“Ricoch”) agrees to sell the specific equipment, software, and/or hardware (“Products”) and/or provide the services (“Services”) identified on an Order (defined below). In order to obtain Products and/or Services from Ricoh hereunder, Customer will either: (i) execute an order form (in a form to be provided and executed by Ricoh) referencing this Agreement; or (ii) issue a purchase order to Ricoh (each, an “Order”). Either party may terminate this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

Terms applicable to Service transactions only:

1. Services.

- (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the “Serviced Products”), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.
- (b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.
- (c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in an Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday (“Normal Business Hours”) at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, “Ricoch Holidays”). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoch Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at the NASPO ValuePoint Master Agreement (“Master Agreement”) rates in effect at the time the service call is made. While on-site at

any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.

3. Term; Early Termination. Each Order shall become effective on the date that Ricoh accepts the Order, and shall continue for the term identified in the Order. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, an early termination fee in accordance with the terms and conditions of the Master Agreement.

4. Service Charges.

- (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service.
- (b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the Master Agreement rates at the time of the Order.

5. Use of Recommended Supplies; Meter Readings.

- (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's Master Agreement rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.
- (b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.
- (c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate, if allowed per the Master Agreement.

6. Connectivity and Professional Services. Customer may acquire connectivity, IT and professional services from Ricoh

("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).
8. **Insurance.** Ricoh shall provide insurance per the Master Agreement. Customer certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include Ricoh as an additional insured and contain no exclusions for cross liability between insureds. Upon request, Customer agrees to deliver to Ricoh evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. Intentionally Omitted

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer agrees to confirm delivery, inspection and acceptance of all Products in accordance with Article IX of the Master Agreement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.
11. **Title; Risk of Loss.** Except as otherwise agreed upon by both parties in writing in the Master Agreement or Order: (1) Products are deemed delivered and title passes to Customer upon delivery by Ricoh to Customer shipping point; and (2) upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.
12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to the lesser of ten percent (10%) of the purchase price or \$200.00. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsalable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) business days after receipt of Products.

Terms applicable to all transactions:

- 13. Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("RicoH Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the RicoH Equipment will be in good working order and will be free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the RicoH Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the RicoH Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the RicoH Equipment, or (d) the RicoH Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.
- 14. Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.
- 15. Payment; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue for forty-five (45) days, Customer agrees to pay Ricoh a late charge of one percent (1.0%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.
- 16. Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of fifteen (15) days after payment is due or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all

future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee, as outlined in the Order (if applicable).

- 17. Non-Solicitation; Independent Contractors.** To the extent not prohibited by applicable law, Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.
- 18. Intentionally Omitted.**
- 19. Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.
- 20. Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.
- 21. Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state in which the applicable Participating Addendum designates without regard to its conflict of laws principles. The Uniform Computer Information Transactions Act shall not apply to this Agreement. Customer agrees and acknowledges that with the exception of the terms and conditions in the Master Agreement and/or the applicable State Participating Addendum, it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services under the Master Agreement, even if they do not expressly reference or incorporate this Agreement, shall be subject to this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT 7 – RICOH ENTERPRISE SERVICES MASTER AGREEMENT

ENTERPRISE SERVICES MASTER AGREEMENT

NASPO VALUEPOINT

CUSTOMER INFORMATION					
Full Legal Name					
Address					
City		State		Zip Code	

This Enterprise Services Master Agreement (this “**Agreement**”) is made on this _____ day of _____, 20 (“**Effective Date**”), by and between Ricoh USA, Inc. (“**Ricoh**”), with its principal place of business at 300 Eagleview Blvd., Exton, PA 19341 and the customer listed above (“**Customer**”). The parties hereby agree as follows:

1. **Products; Services.** From time to time, Customer and/or its Affiliates (defined below) may desire to purchase from Ricoh and/or its Affiliates: (a) certain equipment, software licenses or subscriptions, consumables, accessories and other goods (“**Products**”); and (b) certain services, including those that may be performed by Ricoh personnel or any Ricoh subcontractor’s personnel (“**Personnel**”), in connection with, or independent of, Customer’s purchase(s) of Products under this Agreement (“**Services**”), each as may be more specifically set forth in an Order Form (defined below). “**Affiliate**” means, with respect to any specified person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person or entity. For purposes of this definition, “control,” when used with respect to any specified person or entity, means the power to direct the management and policies of such person or entity, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the term “controlled” has the meaning correlative to the foregoing. In order to obtain Products and/or Services from Ricoh or its Affiliates pursuant to this Agreement, Customer shall enter into a binding Service Order, Statement of Work or other written instrument acceptable to Ricoh (an “**Order Form**”). In the event a Ricoh Affiliate and/or Customer Affiliate executes an Order Form, then: (i) all references to “Ricoh” and “Customer” in this Agreement shall mean the Ricoh Affiliate and Customer Affiliate who execute the Order Form; (ii) in all events, the sole contracting parties for all purposes related to such Order Form shall be the Ricoh Affiliate and Customer Affiliate who execute such Order Form; and (iii) Customer and each such Customer Affiliate shall be jointly and severally responsible for acts, omissions and obligations under the Order Form executed by such Customer Affiliate, including, without limitation, obligations under this Agreement as incorporated therein.
2. **Invoicing and Payment.** Ricoh shall invoice Customer for the fees and any other charges set forth in an Order Form. Payments are due within thirty (30) days from the date of the applicable invoice. All fees, rates and other charges provided for in this Agreement or set forth on an Order Form are exclusive of all federal, state, municipal or other governmental excise, sales, use or similar taxes, which taxes (other than taxes relating to Ricoh’s income) will be billed to Customer if required to be collected and remitted by Ricoh. Customer agrees to reimburse Ricoh for all reasonable travel and out-of-pocket expenses incurred by Ricoh in connection with the performance of the Services. If any invoiced amount is not paid within forty-five (45) days of its due date, Customer will pay, in addition to that amount, a late charge of one percent (1%) per month of the overdue payment, or the maximum amount allowed by applicable law, whichever is less. Ricoh may suspend or terminate any Services and/or additional deliveries of Products for non-payment. If Customer disputes a charge or charges on a given invoice, other than fixed (or minimum) fees or charges specified in an Order Form, Customer shall pay all non-disputed amounts and provide prompt written notice, with supporting documentation, of the disputed charges to Ricoh. Customer will not be charged a late fee on any charges reasonably disputed by Customer in accordance with this Agreement.
3. **Warranties.** Ricoh warrants that the Services will be performed: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the applicable Order Form. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh’s attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh’s performance of Services is dependent upon Customer’s timely and effective performance of its responsibilities set forth in the Order Form.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN AN ORDER FORM, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS

OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

4. **Intellectual Property Rights.** Intellectual property rights, including the design, development and delivery of all inventions, business methods, processes, concepts, drawings, designs, blueprints, photographs, sketches, works of authorship, reports, plans, software (in source and object code format), documentation, databases, data, information and other materials (whether intangible or tangible), prepared or created by Ricoh in the course of the performance of the Services shall, upon creation, become the property of Ricoh ("Ricoch Property") and Ricoh shall retain all ownership rights in the Ricoh Property; provided, however, that Ricoh Property shall not include, and Ricoh shall not acquire ownership of data, materials or content provided by Customer. Nothing contained in any Order Form shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Order Form or that may be independently developed by Ricoh outside the scope of the Order Form. Customer shall not use any Products or Services provided by Ricoh for any unlawful purpose. Subject to payment of all relevant fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in the applicable Order Form or other transaction documents) license solely for its internal business purposes, and may use, display, and distribute (within Customer's organization only) the Ricoh Property, except as otherwise limited hereunder or under the Order Form. For purposes of clarity, any Order Form and the foregoing license relates to the Services only, and software programs (whether on-site or hosted) shall not be deemed to be deliverables or "Services." Notwithstanding the foregoing, in the event of any direct conflict between the terms of the NASPO ValuePoint Master Agreement ("Master Agreement") and the terms of this Section 4, the terms of the Master Agreement shall prevail to the extent of the conflict. All licensing of software shall be as provided in Section 5 hereunder.
5. **Software.** All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in any applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor"). Ricoh has no right, title or interest in any third-party software and Ricoh makes no representations and provides no warranties with respect thereto. Customer is solely responsible for entering into Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses.
6. **Term and Termination.** This Agreement shall be effective on the Effective Date and shall remain in effect for so long as any current or renewal term of any Order Form executed by Ricoh and Customer remains in effect. Any expiration or earlier termination of this Agreement shall not, however, be deemed to terminate, alter or otherwise modify the term of any Order Form entered into by the parties, which shall remain in effect in accordance with its terms. Upon termination of the Services, Customer shall: (a) permit Ricoh to remove from Customer's location any Ricoh-owned equipment and supplies; (b) pay to Ricoh all fees and charges incurred by Customer through the date of termination of the Services under this Agreement; and (c) pay to Ricoh any applicable termination fee.
7. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to terminate the applicable Order Form(s), in whole or in part, or this Agreement immediately: (a) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of fifteen (15) days after being the payment due date ; (b) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (c) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding.
8. **Confidentiality.** Customer acknowledges and agrees that it shall not provide any sensitive information, personal data or information that is otherwise regulated by applicable law, rule, statute, regulation or guidance document without first notifying Ricoh in writing so the parties may, if required, enter into additional terms and conditions related to such information.

Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect Customer's business or data retention, and any actions required to comply with such laws. RICOH DOES NOT PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.
9. **Insurance.** Ricoh shall provide insurance per the Master Agreement. Customer certifies that it maintains, through self-

insurance or otherwise, reasonable amounts of general liability, automobile liability (if applicable), property insurance (for owned, rented or leased equipment/property used by each party) professional liability/error and omissions (if applicable), and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of an Order Form (or this Agreement whichever is longer). Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include Ricoh as an additional insured and contain no exclusions for cross liability between insureds. Upon request, Customer agrees to deliver to Ricoh evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement. Customer's inability to provide such compliant certificates does not remove Customer's obligations under contract. Customer's lack of providing requisite limits and compliant certificates of insurance may be considered a material breach of contract subject to cancellation of contract. Customer's insurance policies will be primary for that party's exposure relative to any insurance purchased or maintained by Ricoh, and be evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled without thirty (30) days' written notice to Ricoh. With regard to the general liability insurance, Customer's insurance shall be endorsed so the insurer will waive subrogation rights against Ricoh.

10. Customer Warranties. Customer warrants and represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having Ricoh perform Services under this Agreement. Customer shall at all times remain responsible for complying with all applicable shipping laws or regulations and applicable import/export laws, and for obtaining any applicable authorization or license thereunder. Customer represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any applicable import/export law.

11. Limitations.

- 11.1** Ricoh shall be excused from any delay or failure in performance of the Services under this Agreement for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control.
- 11.2** IN NO EVENT SHALL RICOH'S LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED, IN THE AGGREGATE, THE AMOUNT RICOH RECEIVED FROM CUSTOMER HEREUNDER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE LIABILITY.
- 11.3** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.4** THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

12. Out of Scope Services. The Services do not include, and Ricoh shall have no obligation to provide, any Out of Scope Services. "Out of Scope Services" means: (a) any service that is not specified in an Order Form; and (b) the operation or maintenance of any heavy equipment or machinery, including forklifts and stackers; the use or operation of any non-Ricoh vehicles; the handling or delivery of cash, checks, securities or negotiable instruments; security services, including x-ray, screening, guard or similar security measures; catering services; the leasing of real estate; chauffeur, limo or shuttle services; and the shipping, handling, or delivery of lithium batteries (unless the shipping of lithium batteries has been expressly agreed to by Ricoh and Customer agrees that such shipping will be performed in accordance with Ricoh's Lithium Shipping Procedures, which shall be provided upon request), explosives, drugs, chemicals, hazardous materials, biological materials, medical supplies, medical wastes, food items, and other perishables.

13. Intentionally Omitted

14. Solicitation. To the extent not prohibited by applicable law, Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

15. Subcontracting and Assignment. Customer acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage subcontractors, including non-U.S. subcontractors, to perform any portion of the Services on Ricoh's behalf. If Ricoh engages any subcontractor, Ricoh shall be fully responsible for the subcontractor's performance in accordance with the terms of this Agreement and the applicable Order Form, and any breach by any such subcontractor shall be deemed a breach by Ricoh. Ricoh shall provide Customer with reasonably available information about its

subcontractors upon written request from Customer. Customer shall not assign this Agreement or any Order Form, or any of its obligations under this Agreement or any Order Form, whether voluntarily or by process of law, without the prior written consent of Ricoh, which consent shall not be unreasonably delayed, withheld or conditioned.

- 16. On-Site Services.** To the extent that on-site Services are performed pursuant to an Order Form, then the terms of this Section 16 shall apply. If Ricoh determines, in its sole discretion, that it must increase wages paid to Personnel who are performing the On-Site Services, whether due to a change in applicable law or otherwise, then, upon notice to Customer, Ricoh may increase the minimum fee and any rate in any Order Form by a commensurate amount, as long as it does not exceed Master Agreement pricing.

17. Miscellaneous.

- 17.1 Customer Policies and Procedures; Cooperation.** While at Customer's site, all Personnel shall comply with Customer's reasonable site safety and security policies, provided they are first provided in writing in advance to Ricoh, do not conflict with this Agreement or any Order Form, and do not impose any additional financial or legal burden on Ricoh. Customer shall provide access to its facilities, networks, systems, and Customer personnel, and otherwise cooperate with Ricoh in the design, implementation, delivery, administration and management of the Services.
- 17.2 Governing Law.** This Agreement and any Order Form shall be governed by the laws of the state in which the applicable participating addendum designates both as to interpretation and performance, without regard to its choice of law requirements.
- 17.3 Order of Precedence.** This Agreement establishes the general commercial terms and conditions that will govern all Order Forms, however it may be necessary to supplement or modify this Agreement with respect to certain Products or Services provided under a given Order Form. Therefore, in the event of any conflict or inconsistency between this Agreement and any Order Form, the following order of precedence shall prevail: (a) the Order Form shall control, unless otherwise expressly stated in the Order Form, followed by (b) the terms and conditions set forth in this Agreement.
- 17.4 Waiver; Severability.** The delay or failure of either party to enforce at any time any of the provisions of this Agreement or any Order Form shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement and each Order Form. If any provision of this Agreement or any Order Form is held to be invalid or unenforceable, such provision shall be construed by modifying it to the minimum extent necessary to make it valid or enforceable (if permitted by law) or, if not, then it shall be construed as though this Agreement and each Order Form did not contain the particular provision held to be invalid or unenforceable.
- 17.5 Survival.** Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of Sections 8 (Confidentiality), 9 (Insurance), 10 (Customer Warranties), 11 (Limitations), 16 (On-Site Services) and 17.7 (Notices; Promotional Materials) shall survive the expiration or earlier termination of this Agreement. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 17.6 Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order Form will have the same force and effect as manual signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.
- 17.7 Notices; Promotional Materials.** All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the mail, addressed to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid. Unless otherwise allowed pursuant to the Master Agreement, neither party shall (orally or in writing) make any media release or issue any promotional materials concerning this Agreement or the subject matter hereof without the prior written approval of the other party, which shall not be unreasonably withheld, conditioned or delayed.

CUSTOMER	RICOH USA, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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1. Definitions

a. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

b. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

c. Client Agency Data

Any data or information of the Client Agency that Contractor receives or creates by any means and in any form in connection with this Contract, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

d. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

e. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, or State.

f. Contractor IP

Contractor's materials and other intellectual property (1) in existence prior to this Contract, (2) created, developed or acquired during the Term but not exclusively for the State, or (3) identified as Contractor IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Contract and employed by the Contractor in connection with the Deliverables.

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g. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity; provided, however, that any assignee under Section 38 "Assignment" shall not be considered a "Contractor Party".

h. Corrective Action Plan, or CAP

A detailed written plan produced by Contractor at the request of the Client Agency to correct or resolve a Breach identified by the Client Agency in accordance with the Breach section of this Contract.

i. Deliverable

Each (1) Good, Service, Maintenance Services, Improvement, Materials, Documentation, System, process or information of any type, whether stand-alone or intended as part of the integration of the System with existing hardware or software of the State, and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

j. Documentation

All Specifications; all technical, systems and user reference manuals; all System documentation related to each component of the System, Deliverables and processes; and any Improvements to any of them.

k. Effective Date

The date that the Connecticut Attorney General's Office approves this Contract, as evidenced by its signature.

l. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

m. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

n. Goods or Services

Goods, Services, or both, as specified in in this Participating Addendum inclusive of its Exhibits.

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o. Improvement

Any Contractor changes, patches, corrections, repairs, replacements, additions, modifications, enhancements, updates, releases, revisions, error fixes, bug fixes or any new versions of Deliverables, or any combination of the foregoing, that are to be or may be provided as a Deliverable from time to time. An Improvement may serve any purpose. Improvements do not include upgrades to software for which Contractor charges its customers, or upgrades by a Licensor that is charging Contractor for such upgrade.

p. Licensor

The party who licenses all or any part of a Deliverable either to the State, in the case of the Contractor, or to the Contractor, in the case of a third-party provider.

q. Maintenance Services

The software and process support services described in this Contract, or a Statement of Work, as applicable.

r. Materials

Collectively, software programs, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, program tools, Documentation, reports, drawings, data bases, spreadsheets, machine readable text, models and work product, whether tangible or intangible.

s. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

t. Performance Criteria

Operation of the Deliverables in compliance with all Specifications and Documentation and complying with the requirements of this Contract and a Statement of Work, as applicable.

u. Property

Subject to the supremacy of Contract Section, Sovereign Immunity, any patent, copyrights, trade secrets, trade names, service marks, trademarks, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.

v. Purchase Order

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract. Purchase Orders must contain the following:

1. "PO is subject to NASPO Contract #187846 and State of CONNECTICUT PSX # 23PSX0022"
2. Customer Name, Address, Contact, & Phone-Number

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3. Purchase order amount
4. Type of Lease (Straight) and monthly payment
5. Itemized list of accessories
6. Service Program Type (the Standard Service program with CPC rate identified)
7. SOW template if applicable

w. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

x. Service Level Agreement (SLA)

Exhibit 4 in this Contract sets forth and describes the service level and maintenance and support agreement or those performance standards, response times and associated obligation between the parties, that may be set forth in this Contract or in a Statement of Work as applicable.

y. Site

Location(s) specified by the Client Agency where Deliverables are to be installed, Services rendered, or materials furnished.

z. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Contract or a Statement of Work, as applicable.

aa. Statement of Work ("SOW")

Statement issued in connection with a Purchase Order for a Deliverable available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

bb. System

Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfill the Performance Criteria and the business and technical requirements of this Contract or SOW, as applicable.

cc. Term

The original term of this Contract plus any extensions exercised under this Contract.

dd. Termination

An end to this Contract prior to the end of its Term.

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2. P-Card (Purchasing Credit Card)

- a. Purchases may be made using the State of Connecticut Purchasing Card Program ("P-Card Program or P-Card") in accordance with sections 4-98(c) and 42-133ff(a) of the Connecticut General Statutes.
- b. Contractor shall be equipped to receive orders issued by the Client Agency using the P- Card Program. The Contractor shall be responsible for the credit card user-handling fee associated with P-Card Program purchases. The Contractor shall charge to the P-Card only upon acceptance of Goods delivered to the Client Agency or rendering of Services.
- c. The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.
- d. Questions regarding the state of Connecticut P-Card Program may be directed to the Procurement Card Program Administrator at DAS.PCardAdmin@ct.gov.

3. Purchase Orders

- a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.
- b. The Client Agency shall issue a Purchase Order against this Contract directly to the Contractor and to no other party.
- c. All Purchase Orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.
- d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk.
- e. The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

4. Time of the Essence

Time is of the essence with respect to all provisions of this Contract that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

5. Waiver

- a. No waiver of any Breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity.
- b. A party's failure to insist on strict performance of any provision of this Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance

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and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

6. Emergency Standby for Deliverables

If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have.

Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via Purchase Order or through a request to make an expedited or prioritized purchase through the State of Connecticut P-Card Program. If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the Purchase Order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

7. Data: Access and Ownership

a. Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning this Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

b. Ownership of Data

1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Client Agency or Contractor and Contractor Parties directly or indirectly in connection with this Contract at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located.
2. At no cost to the State the Contractor and Contractor Parties shall, no later than thirty (30) days after (i) receiving a written request from the Client Agency or (ii) Termination for any reason, deliver and transfer possession to the Client Agency all of the Data, in a format acceptable to the State.
3. At no cost to the State, the Contractor and Contractor Parties shall, no later than thirty (30) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Client Agency, (ii) receiving final payment from the Client Agency, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.
4. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Client Agency shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Client Agency and the

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State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Client Agency and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Client Agency, such information as the Client Agency may identify to ensure, in the Client Agency's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

8. Rejected Items; Abandonment

- a. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The return of any leased Devices shall be done pursuant to the terms of the applicable lease. For all other Goods, the State may, by written notice and in accordance with this Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property that are not leased (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property within thirty (30) days of receipt of the written notice shall mean, for itself and all Contractor Parties, that:
 1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 2. there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 3. they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 4. if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 5. they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their

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respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

- b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than thirty (30) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this Section.

9. State Comptroller's Specifications

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and Contractor shall deliver the Deliverables in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

10. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Contract.

11. Background Checks

The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

12. Contractor Guaranties

Contractor shall:

- a. Perform fully under this Contract;
- b. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit.
- c. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;
- d. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices.

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- e. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

13. Representations and Warranties Regarding Motor Vehicles

If in the course of Performance or in any other way related to this Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- a. it is the owner of record or lessee of record of each such motor vehicle used in the Performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- b. each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- c. each Contractor Party who uses or operates a motor vehicle at any time in the Performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- d. each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

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14. Sales and Use Report

Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS or the Client Agency. The Contractor shall deliver the report within thirty (30) days following the end of each calendar quarter. The Contractor shall provide the Client Agency with any additional reports as the Client Agency may request from time to time within ten (10) days following receipt of the Client Agency's written request. Timely submission of these reports is a material requirement of this Contract. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Client Agency shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

15. Breach

- a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Contract obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Contract. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Client Agency may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Contract. The period set forth in the notice is known as the "Remedy Period." The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.
- b. If the Client Agency determines that the Contractor has committed a Breach, then the Client Agency may require the Contractor to, and Contractor shall, prepare and submit to the Client Agency a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Client Agency within (10) Business Days following the Client Agency's request for the CAP for the Client Agency's review and approval. Within (10) Business Days of receiving the CAP, the Client Agency must either approve the CAP or reject it by delivering to Contractor a written explanation for the rejection. If the Client Agency fails to accept or reject the CAP within the (10) Business Days, then the CAP is deemed to have been approved, without more. The Client Agency's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Client Agency will approve the CAP when the Contractor re-submits it to the Client Agency for review and approval. If the Client Agency rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Client Agency accepts a CAP, (2) the Client Agency waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Client Agency waives the Breach, or (5) the Client Agency makes a determination to Terminate this Contract. After the first rejection, each of the parties will have (5) Business Days, instead of (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to (3) Business Days each instead of (10) or (5) Business Days.
- c. If the Client Agency determines that the Contractor has Breached this Contract, then the Client Agency may withhold payment in whole or in part for any amounts due, excluding lease payments, pending resolution of the Performance issue, provided that the Client Agency notifies Contractor in writing prior to the date that the payment would have been due.

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- d. For purposes of the Client Agency determining whether there is a Breach under this Contract, or whether any statement in the Representations and Warranties Section of this Contract is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Client Agency considers in determining if there was a Breach, or an instance of false or misleading statements, or both.
- e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Contract.
- f. Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Contract and revoke any consent to assignments given, excluding assigned leases, as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Contract. In case of such revocation or Termination, the Client Agency will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.
- g. None of the State's rights under this Breach Section diminishes the State's rights under the Termination Section of this Contract.

16. Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Contract while any dispute concerning this Contract is being resolved.

17. Setoff

The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused Breach under this Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Contract, all of which shall survive any setoffs and withholdings by the State.

18. Representations and Warranties

Contractor represents and warrants to the State that:

- a. it is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;
- b. it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1)

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Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;

- c. the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, it has not, within the three years preceding the Effective Date of this Contract, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f. it is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. it has notified DAS in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. it has not employed or retained any entity or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;
- i. to the best of its knowledge, there are no Claims involving Contractor that might reasonably be expected to materially adversely affect its business, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;
- j. it shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k. its participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property Section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;
- m. it is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;

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- n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;
- o. it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p. it does not owe unemployment compensation contributions;
- q. it is not delinquent in the payment of any taxes owed, or, that it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;
- r. its vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s. it has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Client Agency, such information as DAS or the Client Agency may require to evidence, in their sole determination, compliance with this Section;
- t. it either owns or has the authority to use all the Deliverables;
- u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w. if it shall procure any Deliverables, it shall sublicense such Deliverables and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and
- x. it shall assign or otherwise transfer to the Client Agency or afford the Client Agency the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

19. Further Assurances

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.

20. Advertising

The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS' prior written approval.

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21. Contractor Changes

The Contractor shall notify DAS in writing no later than thirty (30) days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS' satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS' written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under this Contract until Performance is fully completed.

22. Contractor Responsibility

- a. The Contractor shall be responsible for the entire Performance under this Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Contract.
- b. The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

23. Continuity of Systems

- a. This Section is intended to comply with Conn. Gen. Stat. §4d-44. Nothing in this Section shall be construed to prevent Contractor from being paid for its Performance that is provided in accordance with this Contract.
- b. Contractor acknowledges that the Deliverables, the Systems and associated Services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of the Client Agency information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in Performance as required or permitted in this Contract. Contractor shall not enter into any subcontract for any part of the Performance under this Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32 and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records

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and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33 in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Contract.

- c. The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State:

1. Facilities and Equipment:

Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the State identifies, all Deliverables, Systems, facilities and equipment related to or arising out of this Contract, subcontract or amendment, (other than any of the Deliverables, Systems, facilities or equipment in which Contractor has title under this Contract) no later than ten (10) days from the date that the work under this Contract is transferred back to the Client Agency or to another contractor for any reason. Contractor shall deliver the Deliverables, Systems, facilities or equipment to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all related operation manuals and other Documentation in whatever form they exist and a list of all related passwords and security codes;

2. Software Deliverables created or modified pursuant to this Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other location which the Client Agency identifies, all Deliverables, Materials and Systems, no later than 10 days from the date that the work under the SOW or this Contract is transferred back to the State or to another contractor for any reason. Contractor shall deliver such Deliverables, Materials and Systems to the Client Agency, during the Client Agency's Business Hours, in good working order, and if the Client Agency's equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all Deliverable-related operation manuals and other Documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
3. Public Records, as defined in Conn. Gen. Stat. §4d-33, which Contractor or Contractor Parties possess or create pursuant to this Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the Client Agency, F.O.B. Hartford, Connecticut or other State location which Client Agency identifies, all Public Records created or modified pursuant to this Contract, any SOW, subcontract or amendment and requested in writing by the Client Agency (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) ten (10) days from the date that the work under this Contract or SOW is transferred back to the Client Agency or to another contractor for any reason. Contractor shall deliver to the Client Agency during the Client Agency's Business Hours those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to the Client Agency, during the Client Agency's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

- d. If Contractor employs former State employees, Contractor shall facilitate the exercising of any

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reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. Contractor shall include language similar to this Section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

24. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Client Agency. It is the responsibility of Contractor to understand and adhere to the Client Agency's policies and procedures prior to entering the Client Agency Site to Perform under this Contract.

25. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their ability to Perform fully under this Contract, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

26. Protection of Confidential Information

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.
- c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they

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become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.

- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

27. Confidentiality; Non-Disclosure

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA").

All Records, Client Agency Data, and any Data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

28. Disclosure of Records Concerning Governmental Functions

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

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29. Contractor's Obligation to Notify DAS Concerning Public Records

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

30. General Assembly Access to Records

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

31. Profiting from Public Records

In accordance with Conn. Gen. Stat. § 4d-37, neither Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

32. Application of FOIA to Public Records Provided to Contractor

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Conn. Gen. Stat. § 1-210 and as to such public records, the State, Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. § 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

33. Ownership Rights and Integrity of Public Records

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4d-33, as it may be modified from time to time.

34. Nondisclosure of Public Records

In accordance with Conn. Gen. Stat. § 4d-36, neither Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) that a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

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

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.
- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a Breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.
- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

36. Indemnification

- a. Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- b. Contractor shall not be responsible for indemnifying, defending or holding the State harmless

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from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

- c. Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.
- d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.
- e. Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract.
- f. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage.

37. Forum and Choice of Law

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

38. Assignment

The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this Section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS' or the State's rights or possible Claims. Notwithstanding the foregoing, Contractor may assign, solely for financing purposes, upon written notification to the State, its right title and interest in and to: (i) the Deliverables subject to the master lease agreement at Attachment 1 of Exhibit 3; (ii) all payments and other amounts due and to become due thereunder with respect to the Deliverables; and (iii) all rights and remedies under this Contract with respect to the Deliverables, such payments and other amounts due. However, any such assignment, does not excuse Contractor from fulfilling its obligations outlined in the terms of either the Master Agreement or the Contract, and Assignee shall not be considered a Contractor Party as such term is used herein. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above to Assignee and this paragraph constitutes the required written notification to the DAS.

39. Tangible Personal Property

- a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the

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provisions of Conn. Gen. Stat. §12-411b, as follows:

1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.
- b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut General Statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten percent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c. Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

40. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Contract voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

41. Executive Orders and Other Enactments

- a. All references in this Contract to any Federal, State, or local law, statute, public or special act,

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executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its Term, or that may be made applicable to the Contract during its Term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to Perform under this Contract if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.

- b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

42. Non-Discrimination

- a. For purposes of this Section, the following terms are defined as follows:
 - 1. "Commission" means the Commission on Human Rights and Opportunities;
 - 2. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - 3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - 4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - 5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - 6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - 7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - 8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - 9. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members

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of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

10. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by

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the Commission, of its good faith efforts.

- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

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43. Whistleblower Provision

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

44. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

45. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

46. Notice

- a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

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State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Attention: Nora Sinkfield

If to the Contractor:

Ricoh USA, Inc
300 Eagleview Blvd., Suite 200
Exton, PA 19341

Attention: Mike Pallotta

- b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Contract shall be directed to:

Client Agency: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Client Agency.

47. Headings

The headings given to the Sections in this Contract are inserted only for convenience and are in no way to be construed as part of this Contract or as a limitation of the scope of the particular Section to which the heading refers.

48. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

49. Risk of Loss and Insurance

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit and until the State or such Client Agency accepts the Deliverables. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

The insurance required by this Section shall be written on an occurrence basis as opposed to a "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall be acceptable to DAS.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Contract, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall

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maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees to be named as an additional insured on the policy and shall provide (1) a certificate of insurance and (2) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

b. Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and leased automobiles. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

d. Excess / Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must be in excess of and follow a, b, and c of this Section 56.

e. Information Security Privacy

Throughout the Term, Contractor shall carry, at Contractor's sole cost and expense, an information security and privacy Insurance policy with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including infringement of copyright, trademark, trade dress, invasion of privacy violations information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

f. Professional Liability

During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$5,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance

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until such a certificate has been provided to the Client Agency.

50. Chief Information Officer Approval of Subcontractors

In accordance with Conn. Gen. Stat. § 4d-32, Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract.

51. Iran Energy Investment Certification

- a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

52. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

53. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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54. Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

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55. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title	Name of Firm (if applicable)	
Start Date	End Date	Cost

The basic terms of the consulting agreement are:

Description of services provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment

EXHIBIT 3

ATTACHMENT 1 – RICOH MASTER LEASE AGREEMENT

RICOH

Master Lease Agreement

NASPO ValuePoint

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

Number: _____

CUSTOMER INFORMATION

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

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd., Exton, PA 19341.

- Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- Schedules; Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine if it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within five (5) business days after any Product is installed.
- Term; Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the acceptance date of the Equipment or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within forty-five (45) days of its due date, you will pay to us, in addition to that Payment, a late charge of 1% per month of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense,

counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
5. Taxes and Fees. Unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax at lease inception or when you relocate the Product to a jurisdiction that charges upfront sales or use tax, then you agree to pay such sales or use tax as a lump sum due and payable with the invoice due immediately after lease inception or the relocation of the Product, as applicable. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.
6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you.

BOTH PARTIES AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY IS RESPONSIBLE FOR, AND NEITHER PARTY WILL MAKE ANY CLAIM AGAINST THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

7. Loss or Damage. If any item of the Product is lost, stolen or damaged, you will promptly notify us in writing of any Loss and, at your option and cost, either: (a) repair the item of the Product or replace the item of the Product with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Payments and other amounts due under this Lease Agreement; (ii) the present value of all remaining Payments for the affected item(s) of the Product, discounted at the rate of 6% per annum; and (iii) if this lease is not a capital lease, the Fair Market Value of the affected item(s) of the Product. Upon your payment to us under clause (b) above, we will then transfer to you all of our right, title and interest in the affected item(s) of the Product AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. "Fair Market Value" means the item's fair market value at the end of the term of this Lease Agreement, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of payment obligations.
8. Liability and Insurance. You certify that you maintain, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order Form. Notwithstanding the foregoing, Ricoh acknowledges that You are an agency of the State of Connecticut and

relies upon sovereign immunity as a primary defense to claims. Any claims presented against You shall be made pursuant to the claims commissioner process in accordance with Chapter 53 of the Connecticut General Statutes for claims against the State. You shall have no obligation to purchase insurance to satisfy such claims.

9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. Breach. If we determine that you have failed to comply with any of your Lease Agreement obligations (a "Breach"), then we shall provide you with written notice of such failure in accordance with Section 46 of Exhibit 2 of the Participating Addendum (Connecticut Department of Administrative Services Contract No. 23PSX00222). We will provide you an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice ("Cure Period"). Each of the following is a "Breach" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within forty-five (45) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule. and this failure continues after the Cure Period expires (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. Remedies. If you have committed a Breach, we may do one or more of the following: (a) cancel or terminate this Lease Agreement and/or any or all Schedules and all other agreements that we have entered into with you; (b) recover from you as liquidated damages and not as a penalty the sum of: (i) all past due and current Payments and other amounts due under this Lease Agreement and (ii) the present value of all remaining Payments, discounted at the rate of 6% per annum; (c) make the Product available to us at your premises in the condition required by Section 14 and you shall be solely responsible for the cost of removing and transporting the Product, (d) cause the Software Supplier to terminate the Software License, support and other services under the Software License; and (e) charge you for expenses incurred in connection with the enforcement of our remedies. If we pick up the Product, we may sell, release or otherwise dispose of the Product and apply the proceeds, less reasonable selling and administrative expenses, to the amounts due by you. These remedies are cumulative, in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any right.
13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule with written notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. YOU WILL NOTIFY US IN WRITING OF YOUR INTENT TO EITHER TERMINATE SUCH SCHEDULE OR TO EXTEND IT ON A MONTH-TO-MONTH BASIS, OR FOR TWELVE (12) MONTHS, AND SUCH NOTICE SHALL BE GIVEN AT LEAST THIRTY (30) DAYS PRIOR, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS PRIOR, TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE. AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14, UNLESS YOUR NOTICE EXTENDED THE TERM FOR TWELVE (12) MONTHS. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You must pay additional monthly pro-rated Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. We will cleanse and purge (if capable), at no additional cost to you, all data from hard drives in the Equipment prior to removing the Equipment from your location or from any hard drive prior to such hard drive being removed from your location ("Data Management Services"). In the event you elect to retain possession of a hard drive, you agree to pay us the specified hard drive retention charge. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
15. Miscellaneous. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of our rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights will survive the termination of this Lease Agreement and each Schedule. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.
16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH THE APPLICABLE PARTICIPATING

ADDENDUM DESIGNATES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. To the extent permitted by applicable law, the counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
 - a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority.
 - b) Non-Appropriation/Non-Substitution. (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non- Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least thirty (30) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non- Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent (or pro-rated rent) at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non- Appropriation.
 - c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent

permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

- d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a record of all such assignments.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

CUSTOMER By: X _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____ Facsimile Number: _____	Accepted by: RICOH USA, INC. By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____ Facsimile Number: _____
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Exhibit 3

ATTACHMENT 2 - RICOH LEASE SCHEDULE

RICOH

Product Schedule NASPO ValuePoint

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

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 	Minimum Payment (Without Tax) \$ _____	Minimum Payment Billing Frequency ☐ Monthly ☐ Quarterly ☐ Other: _____	Advance Payment ☐ 1 st Payment ☐ 1 st & Last Payment ☐ Other: _____
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Sales Tax Exempt: ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent or lease the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent or lease the above Product from us, and we agree to rent or lease such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: _____

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THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X_____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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CUSTOMER	RICOH USA, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT 3
Attachment 3

MASTER MAINTENANCE & SALE
AGREEMENT
NASPO ValuePoint

CUSTOMER INFORMATION					
Full Legal Name					
Address					
City			State		Zip Code

This Master Maintenance & Sale Agreement (“Agreement”) sets forth the specific terms and conditions under which Ricoh USA, Inc. (“Ricoh”) agrees to sell the specific equipment, software, and/or hardware (“Products”) and/or provide the services (“Services”) identified on an Order (defined below). In order to obtain Products and/or Services from Ricoh hereunder, Customer will either: (i) execute an order form (in a form to be provided and executed by Ricoh) referencing this Agreement; or (ii) issue a purchase order to Ricoh (each, an “Order”). Either party may terminate this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

Terms applicable to Service transactions only:

1. Services.

- (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the “Serviced Products”), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.
- (b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer’s specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.
- (c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer’s specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer’s request and paid at Ricoh’s applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

- 2. **Service Calls.** Unless otherwise specified in an Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday (“Normal Business Hours”) at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year’s Day, Memorial Day, 4th of July, Labor Day,

Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Ricoh Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at the NASPO ValuePoint Master Agreement ("Master Agreement") rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.

3. **Term; Early Termination.** Each Order shall become effective on the date that Ricoh accepts the Order by sending Customer a written confirmation of receipt of the Order, and shall continue for the term identified in the Order. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, an early termination fee in accordance with the terms and conditions of the Master Agreement.
4. **Service Charges.**
 - (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service.
 - (b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the Master Agreement rates at the time of the Order.
5. **Use of Recommended Supplies; Meter Readings.**
 - (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's Master Agreement rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.
 - (b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.
 - (c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate, if allowed per the Master Agreement.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.
7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).
8. **Insurance.** Ricoh shall provide insurance per the Master Agreement. Customer certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Notwithstanding the foregoing, Ricoh acknowledges that Customer is an agency of the State of Connecticut and relies upon sovereign immunity as a primary defense to claims. Any claims presented against Customer shall be made pursuant to the claims commissioner process in accordance with Chapter 53 of the Connecticut General Statutes for claims against the State. Customer shall have no obligation to purchase insurance to satisfy such claims.
9. **Intentionally Omitted**

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer agrees to confirm delivery, inspection and acceptance of all Products in accordance with Article IX of the Master Agreement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

Terms applicable to all transactions:

11. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh

accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Payment; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue for forty-five (45) days, Customer agrees to pay Ricoh a late charge of one percent (1.0%) per month on any unpaid amounts or the maximum allowed by law, whichever is less. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Customer shall provide Ricoh with an applicable and validated tax exemption certificate regarding any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.
13. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of fifteen (15) days after payment is due or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee, as outlined in the Order (if applicable).
14. **Intentionally Omitted.**
15. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. The parties acknowledge each of their rights and obligations under Section 14.7, Force Majeure, of the Master Agreement.
16. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.
17. **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state in which the applicable Participating Addendum designates without regard to its conflict of laws principles. The Uniform Computer Information Transactions Act shall not apply to this Agreement. Customer agrees and acknowledges that with the exception of the terms and conditions in the Master Agreement and/or the applicable State Participating Addendum, it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or

Services under the Master Agreement, even if they do not expressly reference or incorporate this Agreement, shall be subject to this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 3
Attachment 4

ENTERPRISE SERVICES MASTER AGREEMENT
NASPO VALUEPOINT

CUSTOMER INFORMATION					
Full Legal Name					
Address					
City			State		Zip Code

This Enterprise Services Master Agreement (this “**Agreement**”) is made on this _____ day of _____, 2025 (“**Effective Date**”), by and between Ricoh USA, Inc. (“**Ricoh**”), with its principal place of business at 300 Eagleview Blvd., Exton, PA 19341 and the customer listed above (“**Customer**”). The parties hereby agree as follows:

- 1. Products; Services.** From time to time, Customer and/or its Affiliates (defined below) may desire to purchase from Ricoh and/or its Affiliates: (a) certain equipment, software licenses or subscriptions, consumables, accessories and other goods (“**Products**”); and (b) certain services, including those that may be performed by Ricoh personnel or any Ricoh subcontractor’s personnel (“**Personnel**”), in connection with, or independent of, Customer’s purchase(s) of Products under this Agreement (“**Services**”), each as may be more specifically set forth in an Order Form (defined below). “**Affiliate**” means, with respect to any specified person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person or entity. For purposes of this definition, “control,” when used with respect to any specified person or entity, means the power to direct the management and policies of such person or entity, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the term “controlled” has the meaning correlative to the foregoing. In order to obtain Products and/or Services from Ricoh or its Affiliates pursuant to this Agreement, Customer shall enter into a binding Service Order, Statement of Work or other written instrument acceptable to Ricoh (an “**Order Form**”). In the event a Ricoh Affiliate and/or Customer Affiliate executes an Order Form, then: (i) all references to “Ricoh” and “Customer” in this Agreement shall mean the Ricoh Affiliate and Customer Affiliate who execute the Order Form; (ii) in all events, the sole contracting parties for all purposes related to such Order Form shall be the Ricoh Affiliate and Customer Affiliate who execute such Order Form; and (iii) Customer and each such Customer Affiliate shall be jointly and severally responsible for acts, omissions and obligations under the Order Form executed by such Customer Affiliate, including, without limitation, obligations under this Agreement as incorporated therein.
- 2. Invoicing and Payment.** Ricoh shall invoice Customer for the fees and any other charges set forth in an Order Form. Payments are due within forty-five (45) days from the date of the applicable invoice. All fees, rates and other charges provided for in this Agreement or set forth on an Order Form are exclusive of all federal, state, municipal or other governmental excise, sales, use or similar taxes, which taxes (other than taxes relating to Ricoh’s income) regarding which Customer will supply Ricoh with an applicable and validated tax exemption certificate. If any invoiced amount is not paid within forty-five (45) days of its due date, Customer will pay, in addition to that amount, a late charge of one percent (1%) per month of the overdue payment, or the maximum amount allowed by applicable law, whichever is less. Ricoh may suspend or terminate any Services and/or additional deliveries of Products for non-payment. If Customer disputes a charge or charges on a given invoice, other than fixed (or minimum) fees or charges specified in an Order Form, Customer shall pay all non-disputed amounts and provide prompt written notice, with supporting documentation, of the disputed charges to Ricoh. Customer will not be charged a late fee on any charges reasonably disputed by Customer in accordance with this Agreement.
- 3. Warranties.** Ricoh warrants that the Services will be performed: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the applicable Order Form. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh’s attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh’s performance of Services is dependent upon Customer’s timely and effective performance of its responsibilities set forth in the Order Form.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN AN ORDER FORM, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

- 4. Intellectual Property Rights.** Intellectual property rights, including the design, development and delivery of all inventions, business

methods, processes, concepts, drawings, designs, blueprints, photographs, sketches, works of authorship, reports, plans, software (in source and object code format), documentation, databases, data, information and other materials (whether intangible or tangible), prepared or created by Ricoh in the course of the performance of the Services shall, upon creation, become the property of Ricoh ("Rico Property") and Ricoh shall retain all ownership rights in the Rico Property; provided, however, that Rico Property shall not include, and Ricoh shall not acquire ownership of data, materials or content provided by Customer. Nothing contained in any Order Form shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Order Form or that may be independently developed by Ricoh outside the scope of the Order Form. Customer shall not use any Products or Services provided by Ricoh for any unlawful purpose. Subject to payment of all relevant fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in the applicable Order Form or other transaction documents) license solely for its internal business purposes, and may use, display, and distribute (within Customer's organization only) the Rico Property, except as otherwise limited hereunder or under the Order Form. For purposes of clarity, any Order Form and the foregoing license relates to the Services only, and software programs (whether on-site or hosted) shall not be deemed to be deliverables or "Services." Notwithstanding the foregoing, in the event of any conflict between the terms of the NASPO ValuePoint Master Agreement ("Master Agreement") and the terms of this Section 4, the terms of the Master Agreement shall prevail between the Master Agreement and this Section 4, to the extent of the conflict.

All licensing of software shall be as provided in Section 5 hereunder.

5. **Software.** All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in any applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor"). Ricoh has no right, title or interest in any third-party software and Ricoh makes no representations and provides no warranties with respect thereto. Customer is solely responsible for entering into Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses.
6. **Term and Termination.** This Agreement shall be effective on the Effective Date and shall remain in effect for so long as any current or renewal term of any Order Form executed by Ricoh and Customer remains in effect. Any expiration or earlier termination of this Agreement shall not, however, be deemed to terminate, alter or otherwise modify the term of any Order Form entered into by the parties, which shall remain in effect in accordance with its terms. Upon termination of the Services, Customer shall: (a) permit Ricoh to remove from Customer's location any Ricoh-owned equipment and supplies; and (b) pay to Ricoh all fees and charges incurred by Customer through the date of termination of the Services under this Agreement.
7. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to terminate the applicable Order Form(s), in whole or in part, or this Agreement immediately: (a) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of fifteen (15) days after being the payment due date ; (b) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (c) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding.
8. **Confidentiality.** Customer acknowledges and agrees that it shall not provide any sensitive information, personal data or information that is otherwise regulated by applicable law, rule, statute, regulation or guidance document without first notifying Ricoh in writing so the parties may, if required, enter into additional terms and conditions related to such information.

Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect Customer's business or data retention, and any actions required to comply with such laws. RICOH DOES NOT PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.

1. **Insurance.** Ricoh shall provide insurance per the Master Agreement. Customer certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, automobile liability (if applicable), property insurance (for owned, rented or leased equipment/property used by each party) professional liability/error and omissions (if applicable), and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of an Order Form (or this Agreement whichever is longer). Notwithstanding the foregoing, Ricoh acknowledges that Customer is an agency of the State of Connecticut and relies upon sovereign immunity as a primary defense to claims. Any claims presented against Lessee shall be made pursuant to the claims commissioner process in accordance with Chapter 53 of the Connecticut General Statutes for claims against the State. Customer shall have no obligation to purchase insurance to satisfy such claims.
9. **Customer Warranties.** Customer warrants and represents that it violates no confidentiality agreements of third-parties by having Ricoh perform Services under this Agreement. Customer shall at all times remain responsible for complying with all applicable shipping laws or regulations and applicable import/export laws, and for obtaining any applicable authorization or license thereunder.

Customer represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any applicable import/export law.

- 10. Out of Scope Services.** The Services do not include, and Ricoh shall have no obligation to provide, any Out of Scope Services. “Out of Scope Services” means: (a) any service that is not specified in an Order Form; and (b) the operation or maintenance of any heavy equipment or machinery, including forklifts and stackers; the use or operation of any non-Ricoh vehicles; the handling or delivery of cash, checks, securities or negotiable instruments; security services, including x-ray, screening, guard or similar security measures; catering services; the leasing of real estate; chauffeur, limo or shuttle services; and the shipping, handling, or delivery of lithium batteries (unless the shipping of lithium batteries has been expressly agreed to by Ricoh and Customer agrees that such shipping will be performed in accordance with Ricoh’s Lithium Shipping Procedures, which shall be provided upon request), explosives, drugs, chemicals, hazardous materials, biological materials, medical supplies, medical wastes, food items, and other perishables.
- 11. Intentionally Omitted**
- 12. Subcontracting and Assignment.** Customer acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage subcontractors, including non-U.S. subcontractors, to perform any portion of the Services on Ricoh’s behalf. If Ricoh engages any subcontractor, Ricoh shall be fully responsible for the subcontractor’s performance in accordance with the terms of this Agreement and the applicable Order Form, and any breach by any such subcontractor shall be deemed a breach by Ricoh. Ricoh shall provide Customer with reasonably available information about its subcontractors upon written request from Customer. Customer shall not assign this Agreement or any Order Form, or any of its obligations under this Agreement or any Order Form, whether voluntarily or by process of law, without the prior written consent of Ricoh, which consent shall not be unreasonably delayed, withheld or conditioned.
- 13. On-Site Services.** To the extent that on-site Services are performed pursuant to an Order Form, then the terms of this Section 16 shall apply. If Ricoh determines that it must increase wages paid to Personnel who are performing the On-Site Services, whether due to a change in applicable law or otherwise, then, upon notice to Customer, Ricoh may increase the minimum fee and any rate in any Order Form by a commensurate amount, as long as it does not exceed Master Agreement pricing.
- 14. Miscellaneous.**
- 14.1 Customer Policies and Procedures; Cooperation.** While at Customer’s site, all Personnel shall comply with Customer’s reasonable site safety and security policies, provided they are first provided in writing in advance to Ricoh, do not conflict with this Agreement or any Order Form, and do not impose any additional financial or legal burden on Ricoh. Customer shall provide access to its facilities, networks, systems, and Customer personnel, and otherwise cooperate with Ricoh in the design, implementation, delivery, administration and management of the Services.
- 14.2 Governing Law.** This Agreement and any Order Form shall be governed by the laws of the state in which the applicable participating addendum designates both as to interpretation and performance, without regard to its choice of law requirements.
- 14.3 Order of Precedence.** This Agreement establishes the general commercial terms and conditions that will govern all Order Forms; however, it may be necessary to supplement or modify this Agreement with respect to certain Products or Services provided under a given Order Form. Therefore, in the event of any conflict or inconsistency between this Agreement and any Order Form, the following order of precedence shall prevail: (a) the Order Form shall control, unless otherwise expressly stated in the Order Form, followed by (b) the terms and conditions set forth in this Agreement.
- 14.4 Waiver; Severability.** The delay or failure of either party to enforce at any time any of the provisions of this Agreement or any Order Form shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement and each Order Form. If any provision of this Agreement or any Order Form is held to be invalid or unenforceable, such provision shall be construed by modifying it to the minimum extent necessary to make it valid or enforceable (if permitted by law) or, if not, then it shall be construed as though this Agreement and each Order Form did not contain the particular provision held to be invalid or unenforceable.
- 14.5 Survival.** Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of Sections 8 (Confidentiality), 9 (Insurance), and 14.7 (Notices; Promotional Materials) shall survive the expiration or earlier termination of this Agreement. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 14.6 Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order Form will have the same force and effect as manual signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.
- 14.7 Notices; Promotional Materials.** All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the mail, addressed to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid. Unless otherwise allowed pursuant to the Master Agreement, neither party shall (orally or in writing) make any media release or issue any promotional materials concerning this Agreement or the subject matter hereof without the prior written approval of the other party, which shall not be unreasonably withheld,

conditioned or delayed.

CUSTOMER		RICOH USA, INC.	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____

23PSX0022
EXHIBIT 4
SERVICE LEVEL AGREEMENT

1. System Availability:

Throughout the Term and at all times in connection with its actual or required Performance under the Contract, Contractor shall:

A. Provide System Availability (defined below) at least 96% of the Available-Time-per-Month, as measured over the course of each calendar quarter, 9 hours per day, 5 days per week (Monday-Friday 8-5PM).

B. Calculation:

The 96% required System Availability (Computed % Availability) for the System (exclusive of scheduled and routine maintenance) during any calendar month of productive Client Agency use is computed as follows:

$$\text{Computed \% Availability} = \frac{(\text{Available-Time-per-Month}) - (\text{Downtime-per-Month})}{(\text{Available-Time-per-Month})}$$

with "Available-Time-per-Month" equated to 9 hours times the number of days in the month. "Downtime-per-month" is equated to those minutes of Available-Time-per-Month during which the Client Agency or any specific site does not have System Availability (Contractor's System measures business hours 8-5PM EST).

EXAMPLE:

Given: Available-Time-per-Month was 720 hours.

Downtime-per-Month was 3.60 hours.

$$\text{Then: Computed \% Availability} = \frac{(720 - 3.60)}{720} = 99.5\%$$

C. Definitions:

System Availability means the amount of time that the Hosted Services meet the System Reliability standards in Section G below and are available and operable for access and use by Client Agency and its Users in accordance with the Contract.

Excluded Unavailability means the amount of time that the (1) System is scheduled for downtime, subject to Section E below and (2) there is no System Availability due to the (a) negligent act or omission of Client Agency or anyone accessing the System through Client Agency; or (b) a Force Majeure Event.

D. Downtime per-Month must not exceed 4% of the time in any calendar month; reported quarterly.

E. Scheduled Downtime:

23PSX0022
EXHIBIT 4
SERVICE LEVEL AGREEMENT

Contractor shall notify Client Agency at least three (3) Business Days in advance of any scheduled downtime of the System, in whole or in part. Such scheduled downtime must (1) last no longer than thirty (30) minutes per calendar month; (2) be pre-approved by Client Agency; and (3) be scheduled on a weekend day, the specific date and time to be determined by Client Agency, unless otherwise agreed to by Client Agency.

Client Agency acknowledges that large System Improvements, Upgrades, or Updates will take longer than the allotted thirty (30) minutes per calendar month of cumulative downtime. The parties will mutually agree on the date and time that large System Improvements, Upgrades, or Updates will take place. Contractor will inform Client Agency of the amount of time expected for such implementation. Client Agency shall waive the cumulative downtime allotment for System Improvements, Updates or Upgrades on a case-by-case basis, provided that the parties shall agree to a substitute downtime allotment for that System Improvement, Upgrade or Update. To the extent downtime for a System Improvement, Upgrade or Update exceeds a substituted time such excess will count toward the thirty (30) minute cumulative downtime allotment.

F. System Availability Reports:

Contractor shall upon request provide Client Agency with the following reports, in electronic form, or such other form as Client Agency may approve in writing: Contractor shall provide 1 month, 3 month and 12 month service reports outlining its Device uptime.

1. A monthly report describing the System Availability and performance of the Hosted Services during the calendar month as compared to the System Availability requirement. The monthly report must be available within seven (7) Business Days following the last day of the previous month and must include all of the calendar days of that reportable month. The reportable month will start at 12:00 am, EST on the first day of the calendar month and end on 11:59 pm EST of the last day of the calendar month.
2. A report will also include, at minimum:
 - a. Number of Service Calls placed, response time per device, dates that Preventative Maintenance was performed, if applicable and estimated end of Useful Life per Device, based on current usage. Contractor shall report service calls, response times, last date of service and last meter reading.
 - b. A description of the actual performance of the Hosted Services relative to the System Availability requirement.
 - c. If performance of Hosted Services has failed in any respect to meet or exceed the System Availability requirement during the reporting period, a description in sufficient detail to inform Client Agency of the cause of such failure, the length of the failure and the corrective actions the Contractor has taken to ensure that the System Availability requirements are fully met. Any such failure to meet the 96% System Availability requirement will trigger the rights and obligations in Section 3, System Performance, Non-Compliance in this Exhibit 4. Notwithstanding the Contractor's obligation to provide System Availability reports, Contractor shall

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give Client Agency access to the System Availability performance data which access will allow Client Agency to independently generate reports utilizing search parameters acceptable to Client Agency

G. System Reliability:

The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Client Agency use as configured, hosted, and installed, as applicable within the specified operating environment.

2. Redundant Hosting and Data Back Up

A. Redundant Hosting:

Contractor shall simultaneously operate two (2) Systems in geographically separate locations: (1) Primary Production (Primary System) site and (2) Secondary Disaster Recovery (DR) site within the continental United States. The DR site must be geographically remote from the Primary System and a replica of the Primary System, identical in all respects to the Primary System with the ability to function independently of the Primary System site.

The Contractor guarantees a recovery time objective (RTO) and recovery point objective (RPO) of not more than thirty (30) minutes.

B. Data Back Up

Contractor shall conduct or cause to be conducted, automated daily and weekly back-ups of Confidential Information and all System data.

3. System Performance, Non-Compliance:

A. System Unavailability:

1. The Contractor shall provide System Availability as provided in Section 1.A of this Exhibit 4. For every hour or part of an hour starting with minute one (1) beyond 29 hours of failure to provide System Availability, Contractor shall incur a charge of 10% of the total invoice for the month to be credited to the invoice until System Availability is restored. Partial hours shall be prorated upwards to next one-half (1/2) hour.- Measured quarterly, if below 96% uptime, Contractor will provide a 5% credit to the quarterly maintenance invoice to the Client Agency.
2. The charge imposed on Contractor under Section 3.A of this Exhibit 4 will be paid to Client Agency within forty-five (45) calendar days OR applied as a service level credit(s) to offset Client Agency's next System payment to Contractor.
3. For any service level credit assessed, Client Agency will send a written notice to Contractor detailing the amount to be applied as a service level credit and the

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payment date to which Contractor shall apply the service level credit. The Contractor shall then credit Client Agency the amount on the next billing invoice.

4. If Client Agency terminates the Contract, or the Contract expires, prior to the next payment, then Contractor shall pay Client Agency the amount of the service level credit owed for System unavailability or noncompliance within thirty (30) days of Client Agency's written notice to Contractor.