NASPO ValuePoint
PARTICIPATING ADDENDUM

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

Master Agreement #: **187962**

Contractor: **KONICA MINOLTA BUSINESS SOLUTIONS USA INC.**

Participating Entity: **STATE OF NORTH DAKOTA**

Participating Addendum Number: **131-KONICA**

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

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

Master Agreement Terms and Conditions:

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

2. Term: The term of this Participating Addendum shall be coterminous with the NASPO ValuePoint Master Agreement Number 187962 (terminate, renew, or extend), unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

3. Order of Precedence:
   i. This Participating Addendum;
   ii. NASPO ValuePoint Master Agreement Terms & Conditions, including applicable Exhibits and attachments;

iii. Marco Major Account Program Lease Agreement (Exhibit 1)
iv. An Order issued against the PA & Master Agreement;
v. The Solicitation, RFP-NP-23-001, Copiers and Managed Print Services;
vi. The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
vii. The Contractor's Supplemental Documents, including applicable Attachments, as amended by the Parties.

4. Participation: This Participating Addendum, established pursuant to North Dakota Century Code (N.D.C.C.) § 54-44.4-13, may be used by all state agencies, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C. ch. 39-04.2, and the International Peace Garden. Participating Entity has sole authority to determine which additional entities authorized by state statute are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

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

Contractor

Name:	Nitzia Payne
Address:	1505 Spring Hill Road, Suite 410 Vienna, VA 22182
Telephone:	703-637-1540
Email:	npayne@kmbs.konicaminolta.us

Participating Entity

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

6. Participating Entity Modifications or Additions to The Master Agreement: The following changes are modifying or supplementing the Master Agreement terms and conditions.

a. Equipment Placements: All purchases or leases made pursuant to this Participating Addendum must meet all of the following requirements:
   i. Shall be from:
      1. Group A, Segments 2 through 5
      2. Group B, Segments 2 through 5
      3. Group D, Segments 1 through 3
         a. Sub-Group D1
      4. Group E, Segments Low through High
      5. Group F, Segments 1 through 7

   ii. If from: Group A, Segments 6 through 7; Group B, Segment 6; any segment from Group C; Sub-Groups C1 and C2; or Group D, Segment 4, the Purchasing Entity must obtain written approval from Contract Administrator in the form of a Contract Exemption Request prior to order placement. Non-state agencies are not subject to this provision.

b. Termination (Supplements Master Agreement Terms and Conditions, Item XIV 14.6):
Termination for Lack of Funding or Authority
Participating Entity, by written notice to Contractor, may terminate the whole or any part of this Participating Addendum under any of the following conditions:

   a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services or goods in the indicated quantities or term.

   b. If federal or state laws or rules are modified or interpreted in a way that the services or good are no longer allowable or appropriate for purchase under this Participating Addendum or are no longer eligible for the funding proposed for payments authorized by this Participating Addendum.

   c. If any license, permit, or certificate required by law or rule, or by the terms of this Participating Addendum, is for any reason denied, revoked, suspended, or not renewed.

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

Except in the cases of non-appropriation of funds, leases and rentals are subject to the early termination charges as set forth in Section III.F (Leasing and Rental Terms and Conditions), Subsection 8 (Early Termination Charges) of the Master Agreement. With respect to the Equipment, the termination charge will not exceed the balance of remaining Equipment 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.

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

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

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

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

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

d. Injunctive Relief (Supplements Master Agreement Terms and Conditions, Item XIV 14.2.3): Contractor shall immediately report to Participating Entity any and all unauthorized disclosures or uses of Participating Entity's confidential information or proprietary information of which Contractor or its staff has knowledge. Contractor acknowledges that any unauthorized publication or disclosure of Participating Entity's confidential information or proprietary information to others may cause immediate and irreparable harm to Participating Entity. If Contractor should publish or disclose such confidential information or proprietary information without authorization, Participating Entity shall immediately be entitled to seek injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. Contractor shall indemnify, defend, and hold harmless Participating Entity from all third party asserted claims for damages, costs, liabilities, and expenses (including without limitation reasonable attorneys' fees) caused by Contractor's unauthorized use or disclosure of Participating Entity's confidential information or proprietary information. As a condition to these indemnity obligations, Participating Entity will provide Contractor with prompt written notice of any claim of which Participating Entity is aware and for which indemnification shall be sought under this Participating Addendum and shall cooperate in all reasonable respects with Contractor in connection with any such claim and grants Contractor sole defense of such claims. In connection with such claims, Contractor will pay all defense costs, settlement amounts, court awarded damages (including court costs and reasonable attorneys' fees), and third-party costs incurred by Participating Entity at the written request of Contractor in connection with the defense of the claim.

e. Confidentiality (Replaces Master Agreement Terms and Conditions, Item XIV 14.2.1): Contractor shall not use or disclose any information it receives from Participating Entity under this Participating Addendum that Participating Entity has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Participating Addendum or as authorized in advance by Participating Entity. Participating Entity shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that Participating Entity determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. CH. 44-04. The duty of Participating Entity and Contractor to maintain confidentiality of information under this section continues beyond the Term of this Participating Addendum.

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

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

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

g. Insurance (Replaces Master Agreement Terms and Conditions, Item XIII 13.2.1): Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $2,000,000 per claim.

h. Spoliation – Notice of Potential Claims: Contractor shall promptly notify Participating Entity of all potential claims that arise or result from this Participating Addendum. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Participating Entity the opportunity to review and inspect such evidence, including the scene of an accident.

i. Severability: If any term of this Participating Addendum is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this Participating Addendum did not contain that term.

j. Applicable Law and Venue (Replaces Master Agreement Terms and Conditions, Item XIV 14.12): This Participating Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Participating Addendum must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

k. Alternative Dispute Resolution – Jury Trial: By entering this Participating Addendum, Participating Entity does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The Parties may enforce the rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

l. State Audit: Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of Contractor relevant to this Participating Addendum are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Contractor shall maintain these records for at least three (3) years following completion of this Participating Addendum and be able to provide them upon reasonable notice. Participating Entity, State Auditor, or Auditor's designee shall provide reasonable notice to Contractor prior to conducting examination.

m. Supplemental Documents (Supplements Master Agreement Terms and Conditions, Item VII 7.20): Any End User License Agreements (EULA's), clickwrap agreements, or third-party software agreements required for an Order placed must be submitted to the Contract Administrator for approval.

n. Open Market Items (Supplements Exhibit A – Statement of Work, Item B.3): The Purchasing Entity must obtain written approval from Contract Administrator in the form of a Contract Exemption Request prior to order placement for any Open Market Items. Non-state agencies are not subject to this provision.

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

   All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #187962 & State Contract #131-Konica" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease or rental and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

8. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

9. SAAS and Data Security: Remote access to Data from outside the continental United States, including remote access to Data by authorized support staff in identified support centers, is prohibited. If Contractor is unable to comply, a Request for Exemption from Information Technology Standards or Statutory Policies (SFN 51687) must be submitted in coordination with Participating Entity and Contractor for the North Dakota Information Technology Department's review and approval or disapproval.

10. Participating Entity Reporting Requirements: Quarterly reports will be provided by Contractor to Participating Entity showing a summary of each sale to include Purchasing Entity, description and amount.

11. Attachments: The following attachments are subject to the Master Agreement and this Participating Addendum:

    a. Exhibit 1– Marco Major Account Program Lease Agreement
    b. Attachment 4 - KONICA Standard Maintenance Terms and Conditions Schedule
    c. Attachment 8 - KMBS Warranty Customer One Guarantee
    d. Attachment 9 - KMBS MPS Site Agreement
    e. Attachment 12 - KMBS SSD Disposal Options
    f. Attachment 14 - KONICA Customer Expectation Guide Solutions Support

g. Attachment 15 - KONICA SAMPLE MPS Statement of Work
h. Attachment 16 - KONICA Equipment Removal Authorization Form

The following attachments to the Master Agreement do not apply to this Participating Addendum due to all leasing options for Participating Entity are only offered through the authorized dealer, Marco, or software provided under the attachments is only sold at Contractor's direct branch, none of which are in North Dakota. Leasing terms and conditions will be negotiated with Marco separately.

a. Attachment 1 – KMBS Master Lease Agreement
b. Attachment 2 – KMBS Master Premier Advantage Schedule with Maintenance
c. Attachment 3 – KMBS Master Premier Lease Schedule without Maintenance
d. Attachment 5 – KMBS MIPA Agreement
e. Attachment 6 – KMBS MIPA Schedule
f. Attachment 7 – KMBS Municipal Authorization
g. Attachment 10 – KMBS ECM Hosting SOW
h. Attachment 11 – KMBS ECM Software Subscription SOW
i. Attachment 13 – KMBS Incumbency Certificate

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

Participating Entity: State of North Dakota	Contractor: Konica Minolta Business Solutions U.S.A. Inc.
Signature: Abigail Dschaak	Signature:
Name: Abigail Dschaak	Name: Kristen McKenna Signed by: Kristen McKenna 72BACC52DEDD474...
Title: State Procurement Officer	Title: Director, Government Contracts
Date: 2/10/2025	Date: 2/7/2025

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

NASPO ValuePoint

PARTICIPATING ADDENDUM

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

Led by the State of Colorado

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

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

MAP Agreement
NASPO Master Agreement #187962

APPLICATION NO.	AGREEMENT NO.

Meter Reading Contact Person: ______________________

Managed Account Program — Phone: 800.892.8548 I Fax: 800.847.3087

The words "**User**," "**Lessee**," "**you**" and "**your**" refer to **Customer**. The words "**Owner**," "**Lessor**," "**we**," "**us**" and "**our**" refer to **Marco Technologies LLC**.

CUSTOMER INFORMATION

FULL LEGAL NAME | STREET ADDRESS

CITY | ZIP | PHONE

BILLING NAME (IF DIFFERENT FROM ABOVE) | BILLING STREET ADDRESS

CITY | STATE | ZIP | E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT WITH CONSOLIDATED MINIMUMS

	MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1				

Minimum Payment* $ __________ Color Print Allowance __________ Excess Color Print Charge* $ __________

B&W Print Allowance __________ Excess B&W Print Charge* $ __________

**plus applicable taxes*

MARCO SUPPORT DESK *(By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to this Agreement's monthly invoice.)*

Support Desk

Do you wish to enroll in the Marco Support Desk for equipment listed herein?

☐ Yes OR ☐ No

Number of Devices Enrolled: ☐

Marco Support Desk Device Monthly Fees

1 - 5 Devices: $10	6 - 15 Devices: $20	16+ Devices: $30

If enrolled, the equipment on this Agreement will qualify for Marco Support Desk. If no box is checked, then you have elected to waive Marco Support Desk coverage for equipment listed herein.

FREQUENCY OF MINIMUM PAYMENT

Please Check One: ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

(If no box is checked, frequency will be Monthly)

METER READING FREQUENCY

Please Check One: ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

(If no box is checked, frequency will be Monthly)

TERM

Term in Months __________

If you are exempt from sales tax, attach your certificate.

SUPPLIES COVERAGE LEVELS

Please Check One: ☐ All Inclusive ☐ HP OEM ☐ No Supplies Included

(If no box is checked, no supplies will be included) *(Billed at Standard Pricing)*

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Marco Technologies LLC			
OWNER	SIGNATURE	TITLE	DATED

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment. You agree to be responsible for safeguarding any PCI and you agree to indemnify and hold Marco Technologies LLC harmless from any loss, misappropriation or breach of the PCI that may be stored on your Equipment.

	X	TITLE DATED
CUSTOMER (as referenced above)	SIGNATURE	

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO, AND TO USE ELECTRONIC SIGNATURES, COMMUNICATIONS AND RECORDS.

	X	TITLE DATED
CUSTOMER (as referenced above)	SIGNATURE	

FEDERAL TAX I.D. #	PRINT NAME

TERMS AND CONDITIONS (Continued on Page 2)

1. **AGREEMENT:** You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in NASPO Master Agreement 187962, including this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 30 days late, you agree to pay a late charge equal to: a) 1.5% per month, or b) the maximum charge allowed by law, whichever is lower. You agree to pay us an origination fee of up to $125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. We acknowledge you are the State of North Dakota and therefore are self-insured for liability coverage through the State of North Dakota Risk Management Fund pursuant to North Dakota Century Code (N.D.C.C.) ch. 32-12.2. The Risk Management Fund carries equivalent minimum limits of $1,000,000 per occurrence. You will provide a Certificate of Financial Responsibility upon our request. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or a substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** We agree that if any assignment is to an entity with whom you are prohibited from conducting business, you shall have the right to terminate this Agreement and receive a pro-rata refund for any payments made for which the consideration has not be fully realized. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with this Agreement; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence, or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business, or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the maximum rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy in the event of overcompensation.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time and upon reasonable notice to you, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.

8. **END OF TERM:** At the end of the initial term, you may renew this Agreement for successive 12 -month renewal term(s) under the same terms hereof by providing us written notice between 90 and 150 days before the end of any term. If you do not renew, you agree to timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. You will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order, and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** 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 customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner (“Representatives”) are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the “original” of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such

documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE RENTING THE EQUIPMENT TO YOU “AS-IS.” YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the laws of the State of North Dakota. You consent to jurisdiction and venue of State District Court located in Burleigh County, North Dakota and waive the defense of inconvenient forum.

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a service and maintenance arrangement with Supplier, and if indicated by the selection of a Supplies Coverage Level on page 1, for maintenance, inspection, adjustment, parts replacement (excluding ink print heads), drums, cleaning material required for proper operation and toner and developer (collectively, the ”Services and Supplies”). Paper, staples and MICR cartridges must be separately purchased by you. Imager network support on connected Equipment is not included and will be billable at the prevailing hourly rate, at your expense. Supplies for equipment may or may not be included in this Agreement. If included, the amount payable under this Agreement for Supplies is based on the industry standard and the manufacturer estimated yield for black toner and developer based on an average per page coverage of 6% and for color toner and developer based on an average per page coverage of 20%. If your toner and developer usage exceeds the average page coverage amount, we in our sole discretion reserve the right to increase the amount payable under this Agreement for Supplies in order to adjust for any increased toner and developer usage in excess of the industry standard. You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Services or Supplies. Supplier will be solely responsible for performing all Services and providing all Supplies. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier’s Service and Supplies obligations. As a convenience to you, we will provide you with one invoice covering amounts owing for your renting of the Equipment under this Agreement and the amounts owning to Supplier for the Services and Supplies. If necessary, Supplier’s obligations to you for the Services and Supplies may be delegated by us to another company. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of prints shown on page 1 of this Agreement for each applicable print type. Regardless of the number of prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on any Equipment capable of reporting meters electronically using our electronic meter collection method. You consent to implementation of a data collection agent (“DCA”) for such purposes. For any Equipment that does not report into the DCA, you agree to provide the meters in a manner satisfactory to us. If we are unable to gather a meter reading from you using DCA methods, you will be assessed a $3 fee per month per device for us to collect your meter reads. You agree to pay the applicable excess print charge for each metered print that exceeds the applicable minimum number of prints. Prints made on equipment marked as not financed under this Agreement will be included in determining your print and excess charges. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Minimum Payment and the Excess Print Charge(s) by a maximum of 15% of the existing Minimum Payment or Excess Print Charge(s). In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment

equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

14. **SUPPLIES LEVEL COVERAGE INFORMATION:** All Inclusive is defined as including all colors (cyan, magenta, yellow and black) of toners, developers, drums and drums kits. HP OEM is defined as including all colors (cyan, magenta, yellow and black) of HP Original Equipment Manufacturer toners, developers, drums and drums kits. No Supplies Included is defined as not including any toners, developers, drums or drums kits.

15. **MARCO SUPPORT DESK:** If you selected "yes" on page 1, you will have access to the Marco Support Desk, Monday – Friday from 7:00 am to 5:00 pm CST via phone or internet for the following matters: 1) Required reconfiguration of Equipment imagers on your network for printing and scanning because of replaced or upgraded workstations and/or servers and IP address changes (One attempt (thirty (30) minutes) to reconfigure scan to email resulting from changes made by your internet service provider); 2) Reinstallation and configuration of manufacturer companion software for Equipment and drivers hereunder on additional or upgraded workstations for the following: Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan, and Marco installed meter monitoring software; 3) Other printing or scanning software related issues as applicable to the normal function of imager(s) for the Equipment; and 4) Request support for the Software identified on page one of this Agreement, if you have a current support agreement with Software provider. Device network support on connected Equipment and reconfiguration to imagers required because of changes to your network, including but not limited to, different or upgraded network operating systems are not included in this Agreement and may be purchased separately at our prevailing rates. Any such purchase shall be subject to the terms of this Agreement.

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ATTACHMENT 4 - STANDARD MAINTENANCE TERMS AND CONDITIONS – SCHEDULE A

The following terms and conditions apply to the provision of services by Konica Minolta Business Solutions U.S.A., Inc. (KMBS) to the Customer during the term of this Agreement.

Equipment Services

100. Service Coverage Hours: Standard services under this Agreement are provided during normal business hours 8am-5pm, Monday through Friday, exclusive of core National holidays observed by KMBS.

101. Extended Coverage Services: Extended coverage services outside of standard coverage hours may be available on a per-event charge or fixed monthly premium.

102. Equipment Services: Equipment services provided under this Agreement include labor and parts required to maintain covered Equipment in a normal operating condition as set forth in the equipment specifications detailed on http://kmbs.konicaminolta.us (a copy of equipment specifications is also available upon request).

103. Preventative Maintenance: Preventive maintenance shall be performed as needed to ensure optimal operation of Equipment. This includes component replacement, adjustments and cleaning. End-user maintenance as defined in the Equipment's user guide is not covered.

104. Disclaimer: Repairs and/or services that fall outside the scope of this Agreement may be billed at the rates outlined in the Master Agreement, with prior authorization. This includes but is not limited to abuse/misuse, alteration or modification, 3rd party interference, use of non-standard supplies, usage beyond recommended operating parameters, theft, neglect, fire, water, casualty or other natural force. Failure to authorize repair and/or services may result in suspension or termination of this Agreement.

105. Site Environment: Customer shall be responsible to ensure that Equipment is placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel will be granted reasonable and safe access to perform services when required.

106. Prerequisite to service: For Equipment not previously under a continuous maintenance agreement, KMBS may need to confirm the Equipment is in good working condition before the start of this Agreement. Remedial service may be required to bring the Equipment to proper operating standards and the labor and parts associated will be billed at the Master Agreement rates. A quote will be provided for Customer approval before work begins.

107. Relocation and Move Preparation: When requested, relocation services will be performed and billed at contract rates. Coverage at the new location is subject to service availability and acceptance by KMBS.

108. Initial Installation: Physical installation, removal of packing material and initial setup of Equipment will be performed by KMBS using default configuration settings at the location specified by Customer. Application of custom settings can be requested prior to installation. KMBS reserves the right to assess additional charges depending upon the extent of custom setup requirements.

109. Service Replacement: KMBS reserves the right to replace a device, at no additional cost to Customer, with a comparable unit when repair of the original device is not practical or economically feasible.

110. Color Calibration and Management: Routine and periodic color calibration and management of production color print profiles is not covered by this Agreement.

111. Additional Customer Requested Services: Customer may request services be performed that are outside the scope of this Agreement. Such services will not be covered under the Master Agreement and shall be quoted and performed at agreed upon rates.

Supplies and Consumables

200. Consumable Supplies: If a supplies inclusive option is selected, KMBS will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples (unless selected) or paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS until they are consumed and are intended to be used exclusively in the covered Equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap.

201. Expected Yield: Pricing under this Agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At its discretion, KMBS may perform an audit of supply/consumables consumption and Equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, KMBS shall have the right to invoice for the excess consumption.

202. Supply Source: Genuine Konica Minolta supplies will be used under this Agreement for Konica Minolta Equipment. For non- Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered Equipment.

203. Auto Supply Delivery: If services are provided as part of a managed services agreement, KMBS requires a designated Customer contact(s) to confirm supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.

Software and Solutions

300. Licenses: KMBS hereby grants the Customer the non- exclusive, non-transferable right to install, and use the software, updates, upgrades and patches included in this Agreement, provided the Agreement is in effect.

301. License Reactivation: Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be regenerated.

302. Site Environment: Customer shall be responsible to ensure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

303. Data Backups and restoration: Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the Customer is expected to restore the environment and data to prior state.

304. Access: Customer shall provide KMBS personnel with access to the servers and/or Equipment where the software is installed. Customer shall arrange and ensure that one of its employees or designated agents are present at all times when KMBS is performing maintenance and support services.

305. Solutions warranty: KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this Agreement for any particular use. If any 3rd party software or services are included at the time of sale, those warranties would be covered under the 3rd party end user license agreement or the master agreement between the 3rd party and KMBS.

306. Solution Integration: Solution integration with print output devices covered under this or another agreement may be affected by existing Customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS.

307. Term: Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at Customer's location. Level 1 support is only available when level 0 supports are in effect.

Software Maintenance (Level 0) and Helpdesk (Level 1)

400. Software Maintenance (Level 0): If this option is selected, the Customer is entitled support as defined in the 'Patches and Updates' sections.

401. Patches and Updates: Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance. Excluded are full version upgrades (i.e. v1.2 to v2.0) and the installation services required to install patches, hot-fixes and updates.

402. Access to patches and updates: Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.

403. Start of service: Start of service rules may vary by OEM, software activation is expected within 30 days of purchase or install whichever comes first.

404. Current version: Customer is required to keep software and OS at the latest recommended version levels. Failure to perform recommended customer installed updates may result in suspension and/or termination of services under this Agreement.

405. Solutions Helpdesk Support (Level 1): If this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3rd party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

Professional Services, Solutions and Network

500. Initial Assessment: Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

501. Basic Network Services (BNS): BNS, where offered, covers common network integration in a MS WindowsTM centric environment with typical network schema and print/scanning requirements. KMBS reserves the right to assess additional fees, per the pricing in the Master Agreement, depending on the extent of the network integration requirements needed.

502. Technical Pilot: When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

503. Solution Baseline: Solution baseline is defined as the operating level and configurations agreed to by Customer and KMBS upon completion of the technical pilot and testing.

504. Enhancements: Enhancements and professional services beyond the baseline capabilities of the solution are available at an additional charge, per the pricing in the Master Agreement.

505. Digital Connected Support: Unless this option has been declined, expert helpdesk support is available to the Customer to assist with issues associated with device connectivity to network, printing from desktop applications, graphics application, scanning and support on many other digital machine functions. Configuration updates that are the result of changes to the Customer network environment are not included.

506. Customer Data: KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due to acts or omissions of Customer or its employees, end-user errors or release of administrator password by Customer.

507. Hard Drive Security: If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time, hard-drive encryption (level 2 encryption – comparable to Department of Defense standards and US Air Force standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to Customer policy). KMBS Standard Maintenance Terms and Conditions - Schedule A

508. Professional Services Projects: When requested by the Customer, KMBS can provide professional services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed at the Master Agreement rates.

509. Basic Production Services (BPS): Complex products are offered with comprehensive end-user training (BPS). The training is crucial to proper equipment operation and to ensure the Customer achieves satisfactory output. Service related to operator deficiency will be performed and billed at Master Agreement rates. Additional end user training when requested can be provided and will be billed at the Master Agreement rates.

Meter and related

600. Meter Readings: Customer agrees to provide KMBS with a timely meter reading prior to the end of the billing period to be used to generate maintenance invoices. Should the Customer fail to provide KMBS with timely meter reads KMBS reserves the right to estimate meter readings.

Repetitive failure of Customer to provide timely and accurate meter readings may result in the conversion of associated Equipment to flat monthly fee billing per the pricing in the Master Agreement.

601. Definition of a Print: Each 8.5”x11” image generated by the covered Equipment is considered a ‘print’. Larger paper sizes result in images that are a multiple of a single print based on length (17” =2 prints, 27” = 3 prints, 36” = 4 prints and over 36” =5 prints). For ‘wide format’ equipment, one square foot of output equals one print. Duplex images count as twice the rate of simplex prints.

602. Electronic Meter Collection: KMBS offers vCare and other network-based machine data collection methods for Customer convenience, billing accuracy and to enhance service effectiveness. Unless specifically directed otherwise, KMBS will enable vCare or network monitoring on capable Equipment. Should Customer opt-out of utilizing vCare, KMBS reserves the right to assess an incremental invoicing fee not to exceed twenty-five dollars ($25) per invoice

603. Feet Device Monitoring: If the Customer agrees to allow KMBS to install and maintain server-based software to monitor the printing devices on the Customer network, and the monitoring software cannot reliably operate in the Customer’s environment for any reason, KMBS reserves the right to suspend or terminate services under this Agreement.

Maintenance

700. Aggregate Meter Billing: Increases in the maintenance and base usage charges for contracts with aggregate meter billing will occur at the annual anniversary of the initial establishment of the usage pool.

701. Auto Add of Equipment: Where the use of ‘Fleet Device Monitoring’ as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this Agreement based on Master Agreement pricing. The added device(s) will be covered under the terms of this Agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.

Payment and Termination

800. Terms of Payments: Payments are due 30 days from the invoice date. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card, check made payable to KMBS, or ACH transfer.

801. Default: Should Customer violate any aspect of this Agreement including payment obligations, or in the event Customer is insolvent and/or declares bankruptcy, KMBS may suspend or terminate any or all portions of this Agreement and may enter the Customer’s premises, upon reasonable notice and by mutual agreement, to recover property or equipment owned by KMBS.

802. Termination: During the term of this Agreement or any renewal thereof, the Customer or KMBS may provide the other party 30-day written notice of cancellation or intention not to renew with or without cause.

900. Entire Agreement: This, along with the terms and conditions outlined in the Master Agreement, is the entire agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment. This Agreement will not be effective until accepted by an authorized representative of KMBS.

Introducing the ONE GUARANTEE That Puts the Customer First.

KONICA MINOLTA

CUSTOMER **ONE** GUARANTEE

We believe the best customer experience comes from not only how our products perform and how easy they are to use, but also from giving our customers the peace of mind to know that our MFPs (Multifunction Products) are backed by one of the best guarantees in the industry. So when your new Konica Minolta branded MFP arrives, you'll know you are getting the latest technology, superior service and support, and a guarantee **direct from the manufacturer.**

"It Works or It Walks"

We are so confident in the quality of our products that we guarantee your Konica Minolta branded MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model:

- First two years: replacement will be a **brand new MFP**
- After two years: replacement may be new or refurbished

We've Got You Covered

The best customer experience is one that avoids problems altogether, which is why we've established remote monitoring and a rapid response process in conjunction with your local sales representative.

- Our Solutions & Support team will proactively monitor our installed MFP's performance, looking to identify potential issues before they become problems for our customers.
- Should a problem arise, our technical support, local service manager and advanced diagnostics team members are all empowered to authorize a replacement, allowing for a fast and easy resolution.

To learn more about the Konica Minolta **Customer One Guarantee**, contact your local sales representative.

Terms & Conditions

- Equipment must be under continuous maintenance coverage from the date of installation.
  - *Genuine Konica Minolta parts and consumables must be used and maintenance procedures must be performed according to published schedules.*
  - *Improper use, electrical power, customer abuse and/or negligence and acts of God are not covered under this program.*
- Equipment Replacement Guarantee
  - *If Konica Minolta or its authorized dealer is unable to service a Konica Minolta product in the Customer's office, a loaner will be provided at no charge while in-shop repairs are performed.*
  - *If within the first two years after installation the equipment cannot be repaired to meet factory specifications, we will replace it with a brand new equivalent model.*
  - *After the first two years, if the equipment cannot be brought to original specification, we will replace it with an equivalent model that may be new or refurbished.*
- Published Specifications include those listed on official Konica Minolta product literature for that model.
- Except as provided herein, Konica Minolta makes no other warranties whatsoever, expressed or implied, with regard to the products purchased, leased or rented by customer, the service, the software included with the product or its installation and maintenance and expressly excludes all other warranties including the implied warranties of merchantability and fitness for a particular purpose.
- Customer's exclusive remedy shall be replacement or repair of the product or non-conforming parts at the option of Konica Minolta as provided in this Customer One Guarantee. Neither Konica Minolta or its dealer shall be liable for any damages, including but not limited to, damages due to loss of data or information of any kind, loss of or damages to revenue, profits or goodwill, damages due to any interruption of business, damage to customer's computers or networks, even if advised of the possibility of such damages. Customer expressly waives its rights to special, consequential, exemplary, incidental or punitive damages or monetary damages of any kind.
- Products purchased or installed over 5-years from Konica Minolta invoice date are not eligible for Customer One claims.
- Konica Minolta reserves the right to accept or deny Customer One claims based on product life attained and / or total copies on product(s).
- Customer One Guarantee only applies to the lease or purchase of **new** Konica Minolta branded equipment.
- Customer One Guarantee excludes desktop printers which has a standard warranty.

Network Environment

- The guarantee specifies that the network environment, including PC's and other access devices, remains the same as it was when the MFP was installed. Konica Minolta cannot guarantee the functionality of the MFP after customer network upgrades, software version & peripheral changes or the addition of non-approved 3rd party software. In this case, Konica Minolta will make every effort to work with you to ensure your MFP can function in the new environment up to and including requesting and implementing approved specification changes to the Konica Minolta firmware in order to function after the changes are completed.

*Rebate must be used within 36 months from date of equipment replacement.

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ATTACHMENT 9 – KMBS MPS SITE AGREEMENT

Agreement Between Konica Minolta Business Solutions U.S.A., Inc. and:

Customer		Sold to ID	
Address			
City		State	ZIP
Invoice Address			
City		State	ZIP
Customer Email			

Monthly Printer Pricing

Device Description	CPP Pricing	CPP Print Allowance (Volume)	Flat Rate (Price Per Device)	OneRate 2.1 (Price Per Device)	No. of Devices (Quantity)	Base Fee (Price)
Network Color						
Network Mono						
Local Color	N/A	N/A				
Local Mono	N/A	N/A				
Thermal/Label Printer On-Site Next Business Day Service*	N/A	N/A				
Thermal/Label Printer Advanced Overnight Replacement**	N/A	N/A				
Thermal/Label Printer Depot Service**	N/A	N/A				
Scanner	N/A	N/A				
MICR Printer			N/A	N/A		
Specialty						

* On-Site Next Business Day Service for industrial models
** Advanced Overnight Replacement and Depot Service for desktop models

Total Monthly Base Cost Upon Contract Signing
Flat rate monthly pricing will change as devices are added to the contract

For additional pricing, use separate attachment. For initial device inventory, see fleet report detail.

Agreement Effective Date		Term	
P.O. Number (if Required)		PO Expiration Date	

Covered Sites – KMBS will provide services on supported products at the listed sites:

Address		Service/Supply Contact			
City		Subnet In		Email	
State	ZIP	Subnet Out		Phone	
Address		Service/Supply Contact			
City		Subnet In		Email	
State	ZIP	Subnet Out		Phone	
Address		Service/Supply Contact			
City		Subnet In		Email	
State	ZIP	Subnet Out		Phone	

For larger lists of covered sites, use separate document (Excel, Word, etc.) and attach.

KONICA MINOLTA

KMBS Site Agreement

Supported Equipment – Supported equipment inventory list is provided in Attachment Schedule A (Consult App-generated Asset Listing) or the supported equipment list below. If additional space is required, please complete a 'KMBS Site Agreement Schedule B'. KMBS will provide services on the products/models specified in Schedule A and/or B.

Device Type	Make	Model	Serial No.	Special Consideration

Customer Approval. Customer's signature below acknowledges Customer's consent to 'KMBS Maintenance Terms and Conditions - Schedule A)'; in accordance with the NASPO ValuePoint Master Agreement, terms of which are incorporated into this agreement. Customer agrees to provide resources required by KMBS to fulfill the contracted services including physical space, network access and qualified personnel to assist where needed. Coverage listed on this agreement is contingent on acceptance by Konica Minolta Business Solutions U.S.A., Inc..

Comments

Customer Approval – please sign below

Name	
Signature	
Title	
Date	

KMBS Sales Executive – please sign below

Name	
Signature	
KMBS Employee ID	
Date	

KMBS Management Approval – please sign below

Name	
Signature	
Title	
Date	

Footnotes: 1. Please review program documentation for full details and limitations. 2. KMBS standard offering is monthly flat rate or CPP base with quarterly overage billing where applicable. Pricing is for the first twelve months of the term. 3. Thermal/Label Printer flat rate programs are for service/support and exclude papers, labels, and thermal print heads. 4. KMPF Advantage Lease Terms and Conditions take the place of and supersedes Site Agreement Terms and Conditions.

KONICA MINOLTA

STATEMENT OF WORK
FOR

PROJECT: **KMBS Secure Disposal Service**
Date:
Prepared By:

Introduction
This Statement of Work ("SOW") document fully defines the Products and Services to be provided by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS"). When a MFP is disposed of or is at the end of its life, KMBS offers secure disposal options that can provide piece of mind. These options include:

Option 1 - As-is disposal	The Konica Minolta MFP will be picked up according to the respective terms and conditions of your contract and disposed of accordingly in a responsible manner. The internal data of the machine will not be altered or modified in any way.
Option 2- In-place data cleaning	Where available, a KMBS field engineer will perform a "data overwrite" of the Solid State Drive (SSD) using built-in sanitization technology. The drive will be cleared of data and re-initialized in the machine before disposal. Availability of this option depends on model and configuration.
Option 3 - Solid State Drive replacement and return	At the time of disposal, the internal Solid State Drive will be removed and sealed in a container that will be returned to the customer. A replacement Solid State Drive will be installed and reinitialized with the generic device control programs. Availability of this option depends on model and configuration. Cost - $300

Responsibilities

- ### Option 2- In-place data cleaning

KMBS:

- Identify available "data overwrite" compliance options available for specific unit(s).
- Inform the customer what data overwrite compliance options are available for applicable MFP models.
- Inform the customer on the estimated time required for the chosen Solid State Drive sanitization method.
- Obtain customer's certification that the data overwrite may be performed. **Once initiated, data stored on the MFP's Solid State Drive will not be recoverable.**
- Perform overwrite functions pursuant to the option selected by the customer and options available for the specific MFP. See Table 1 for options and descriptions.

Customer:

- Contact KMBS and schedule service date.
- Identify machines requiring data overwrite.

- Provide KMBS Field Engineer(s) physical access to all MFPs requiring data overwrite.
- Review and select overwrite options applicable to MFPs requiring data overwrite. Inform the KMBS Field Engineer of the overwrite options selected for the MFPs requiring data overwrite.
- Authorize the KMBS Field Engineer to perform the data overwrite. **Once initiated, data stored on the MFP's Solid State Drive will not be recoverable.**
- Acknowledge data overwrite was completed by signing the Project Completion portion of this document.

Option 3 - Solid State Drive replacement and return

KMBS

- Contact KMBS and schedule service date.
- Provide KMBS with a contact at location authorized to receive Solid State Drive.
- Identify and order replacement parts for MFPs requiring Solid State Drive replacement.
- Remove Solid State Drives from applicable MFP units.
- Place Solid State Drive **in a sealed container and surrender to the customer's designated** recipient.
- Install replacement Solid State Drive (and any other requisite parts). Initialize the system and install base MFP system firmware permitting standard operations and functions. It may not be possible to reinstall special application/add-on software packages. (Examples include: i-Option applications, audit software, accounting software and document management software.)

Customer:

- Identify machines requiring Solid State Drive replacement. Provide KMBS with MFP model and serial number.
- Provide KMBS Field Engineer(s) physical accesses to all MFPs requiring Solid State Drive replacement.
- Authorize the SSD replacement. Once the SSD is removed, data stored on **the MFP's** SSD will no longer be accessible via traditional methods.
- Designate by name the individual(s) who shall receive SSDs removed from the MFPs. Print or type name:____
- Acknowledge completion of the Solid State Drive replacement(s) by signing the Project Completion portion of this document.

Solution Overview:

The following MFPs and options have been designated for this project.

Option 2: Data Overwrite shall be performed on the following MFPs.

Model	Serial #	Overwrite Option	Completion

Option 3: Solid State Drive replacement and return shall be performed on the following MFPs..

Model	Serial #	Solid State Drive Surrendered to:

Project Schedule

Project will begin within ____ days upon receipt of Customer's acceptance by KMBS.

Assumptions

1. Solid State Drive replacements are available from an acceptable source.
2. Special software application installed on MFPs may not be reinstalled after the data overwrite or SSD replacement.
3. MFPs are operational and KMBS Field Engineers will have physical access to the designated units.

Project Acceptance

The estimated hours required to complete this project is:
The estimated cost of this project is: **$** ________
Project completion is scheduled on: _______________.

Change Approval Process
Change Requests shall be submitted by the customer to the KMBS project manager. The request shall describe the problem or question that resulted in the desired change. The KMBS project manager will evaluate and identify the amount of time that will be added to the project schedule, if any, as well as additional services price, if any.

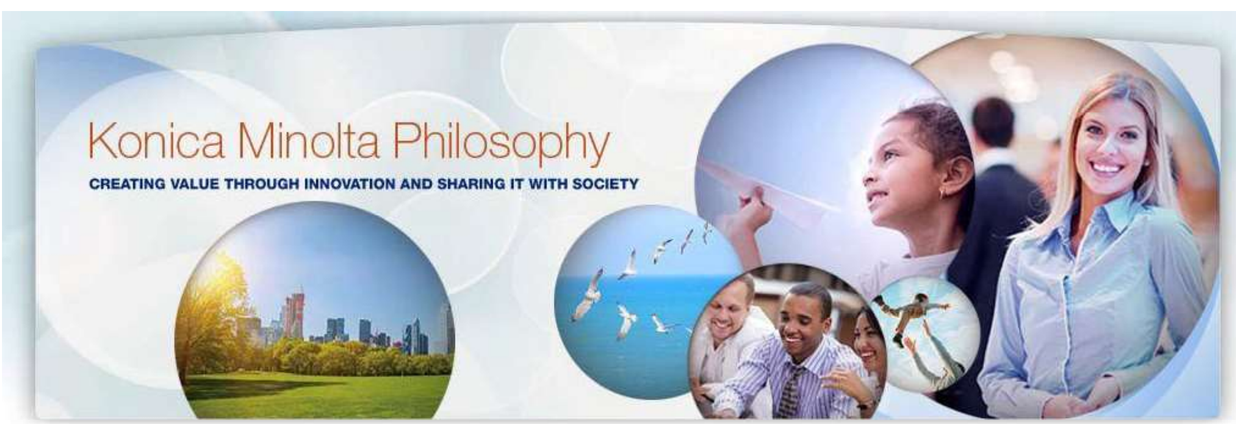
KMBS standard Terms and Conditions apply to the agreement. A copy of KMBS Terms and Conditions can be provided upon request.

Customer SOW Acceptance:	**Project Completion:**
Date:	**Date:**
Authorized Signature	**Authorized Signature**
Print Name	**Printed Name**
Title	**Title**

KONICA MINOLTA

Solutions Support

Customer Expectation Guide



Solutions Support Expectation Guide

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Introduction

The Konica Minolta Solutions Support team is dedicated to providing our customers with the ultimate "Konica Minolta Customer Care Experience". The experience is simply defined as Predictable, Professional and Personalized.

The Solutions Support team provides customers of Konica Minolta multifunctional peripherals (MFPs) and Software Solutions a one-stop support desk for service. Your request for support is responded to by a Support Professional based upon the nature of your request and severity.

This document explains the Solutions Support team's customer support services and methodologies. It explains the options to submit a request, define priorities and review escalation procedures.

Values of support

Single Point of Contact
The contact used to order supplies and schedule repair visits will also connect you with skilled technical professionals.

Direct access to a specialist
Send an email or web request directly into the helpdesk and receive a response from an expert in your solution.

Open access
Anyone in your organization can submit a request.

Virtual On-Site Support
Response and resolution can be expedited by connecting to your computer. Assistance can be delivered as if the Solutions Professional was there.

Solutions Support Expectation Guide

Submitting Solutions Support Requests

Contact Option	Point of Contact	Notes
E-Mail	SolutionsSupport@KMBS.KonicaMinolta.US	Best for application administrators and power users who are familiar with the application and the operating environment.
WEB	https://goo.gl/gzsY9x	
Self Help	http://kmbs.konicaminolta.us	From this link, click "Find Support" located in the top banner. Several options will be revealed, such as: Driver downloads, User Guides and Self-Help Product Support.
Telephone	800-456-5664	Appropriate for MFP and routine use situations. Recommended for single user assistance instead of issues impacting the application.
Operating Hours	8:00 A.M. – 8:00 P.M. (EST)	Monday through Friday. Standard company holidays are observed.

What information we need to support you

The more specifics we know about your needs, the better and more expeditiously we can process your support request. Please provide the following information.

1. Contact Name and phone number.
2. Company's name
3. Product or Software affected and reference number
4. Describe your problem symptoms, when first noticed and user base affected/impact
5. Additional comments, sample and details are always helpful

Solutions Support Expectation Guide

Severity Levels

Severity levels are used to prioritize our response to an incident. We assign a severity level upon receipt of your request. The assigned severity level is based upon the impact the application incident has on a client's operations. Konica Minolta may reassign a severity level, higher or lower, while investigating your request.

Severity	Remarks
SEV1 - Critical	Complete loss of system and significantly interrupts business processes.
SEV2 - High	Impairs a noncritical process and a viable/temporary work around has been identified.
SEV3 - Medium	Requests for modifications to existing configurations or workflows.
SEV4 - Low	Software Enhancement or Upgrade

Severity Level Response Times

Information in the table below outlines Konica Minolta's initial response time objectives. The response time is measured from when your request was received by the Solutions Support team to when a Solutions Support team member attempts to respond to your support request.

Severity	Initial Response	Resolution SLA
SEV1 - Critical	30 minutes	Continuous effort
SEV2 - High	4 Hours	15 days or less
SEV3 - Medium	Next Working Day	Determined by project
SEV4 - Low	Next Working Day	Determined by project

Solutions Support Flow

Receipt and confirmation

Your request will be assigned an incident number upon receipt. An email confirmation will be sent to you that will include: incident number, recap of reported issue, entitlement details and other significant info. The incident number will be your reference for following progress and updates.

Solutions Support Levels

A variety of tasks and responsibilities are performed at different Solution Support levels. The transition between levels is usually very short in duration and can be expedited when you provide details about your account and situation.

Solutions Support Level	Function	Duties
Level 1	Provides low severity entrance Solutions Support. Performs triage support and collects incident details.	• Provide initial end user customer contact. • Evaluates request to determine next best course of action. • If escalated, relay request details to Level 2.
Level 2	Provides high severity entrance to Solution Support. Performs initial technical evaluation and assigns the request to a dedicated specialist.	• Performs initial technical review of request. • Performs entitlement check and assigns an incident number. • Sends acknowledgement responds to the customer. • Assigns request to an application specialist.
Level 2A	Within the Solutions Support team, functions as the application specialist.	• Provides technical response to request. • Ongoing, review incident for potential escalation, requests for field assistance or vendor intervention.

Repeated Attempts to Contact

Solution Support team representatives will initiate a minimum of three attempts to contact a customer regarding an open request. After three attempted contacts with no returned phone or e-mail response, the request will be considered closed.

Support Policies

Konica Minolta Business Solutions Standard Maintenance Terms and Conditions provide overall guidance of support policies, including software and solutions. In almost all cases, delivery of support is dependent upon the customer having a valid Maintenance & Support agreement for the specific solution. The following policies and practices shall govern the Solution Support team.

Scope of Services

Maintain solution at established baseline

Upon completion of the solution install or upgrade, the customer acceptance establishes the 'Baseline' of operation. KMBS is responsible for maintaining software operation at that established baseline to ensure business continuity.

Determination of cause

The Solutions Support team can help diagnose common errors and failures. With their assistance, the goal is to identify the root cause of the problem so that the appropriate resolution can be administered. For example: You attempt to print a file and it fails or produces an error. Is the root cause of the problem with the printer, the application that created the file, the data in the file or a network issue? The Solutions Support team can eliminate the requirement for multiple requests: to a technician, the IT Helpdesk, the software vendor.

Operating Environment changes

KMBS suggests impacts to solution baseline be considered prior to making changes to servers, networks, storage, authentication patterns etc. In the event unplanned or untested changes create an interruption in the operation of a solution KMBS will help troubleshoot the cause and provide a quote to restore operation and establish a baseline in the new environment.

Additional Services and Projects

KMBS can provide a range of professional services and projects to enhance and expand your current solution functionality. More information can be provided by means of no-charge consulting engagements. Project services include but are not limited to:

- Security and license audits
- Re-install of servers or workstations
- Moves and expansions of environment
- New user, power and admin user training – custom training
- Implementation of additional software features that were not part of the baseline.
- Customizations and upgrades
- Custom reports
- Workflow enhancements or additions
- Data backups or restoration

Support Methods

Technical support may be delivered onsite or via telephone and remote desktop control. Delivery of support depends upon availability of telephone and Internet access at the customer's location. Additionally, customer participation in support events is required.

Exclusions

Professional Service fees may apply for non-diagnostic/troubleshooting events. Support does not included general network configurations, networking hardware, or operating system issues. The customer is responsible for ensuring network and operating systems are maintained and meet requirements of the solution.

Scope of Services (continued)

Associated Third-Party Software and Hardware
For products not specifically part of the covered solution, support is limited. For example, a document is created using a word processing application. When the document is processed by the covered solution, the output fails or results in an error. The document creation techniques and document elements may be examined for troubleshooting, but no support or training will be provided on the word processing application.

Customer Contact
Customer provides qualified and trained key contacts to help resolve technical and/or business related issues. The primary contact should be appropriately trained on the solution software prior to receiving support.

Solutions Support Expectation Guide

Frequently Asked Questions

Do you offer 24/7 technical support?
Our standard operating hours are sufficient for most business operations. If additional hours of coverage are required, it may be possible to negotiate support for extended coverage hours.

How do I know what severity level my request should be?
Upon initiation of the support incident, a severity is assigned by the Solutions Support team. You may make a request for severity status at any time and the assigned solutions professional will provide an explanation.

How can I obtain current status/updates to a request?
It is our policy to provide periodic updates to incidents lasting more than 48 hours. A request for status update may be submitted at any time. Please include the request incident number.

Is there a cost for software application fixes?
Access to patches, hot fixes and troubleshooting are usually covered as part of the Maintenance & Support agreement associated with the solution product. Installation, testing and administration of patches/hot fixes is considered "Additional Services" and may engender professional service fees. If additional fees are required, a good faith estimate will be provided. No work will be done without mutually agreeing on fees and completion criteria. Fees shall be per the pricing in the NASPO ValuePoint Master Agreement.

What happens if a customer wants to escalate?
Technical support escalation procedures are performed internally, first to peers and seniors. Escalation to vendor support is usually recognized in short order. However, if you feel escalation is not progressing timely, send an E-Mail request to SolutionsSupport@KMBS.KonicaMinolta.US stating your concerns and request for management review.

Can we add services as our needs grow?
Service and support options can be added at any time by contacting the Solutions Support team.

Thank you for choosing Konica Minolta Business Solutions!

Attachment 15

KONICA MINOLTA | Giving Shape to Ideas

Scope of Services

Between:

Konica Minolta Business Solutions
hereby designated as "KMBS"
and

Company: ______________________________

Address: ______________________________

City: ______________, State: ____ Zip: ______

hereby designated as "the Customer" for

hereby designated as "the Software Solution"

Project #:
Business Solutions Architect:
Sales Representative:
Branch:
Date:

grzeszczak

Table of Contents

NASPO ValuePoint
MPS Statement of Work

Contract Number XXX
With the State of XXXXX

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 # _____________			*[Imbed document here]*
Participating Addendum # ________			*[Imbed document here]*
Contractor's Print Assessment			*[Imbed document here]*

1. Introduction

Konica Minolta is pleased to provide your organization with a comprehensive managed print services (MPS) Scope of Services. The Professional Services we provide are based on our Consult - Implement - Manage methodology in alignment to your desired business outcomes. Using our defined process, we are committed to delivering a program that will benefit your company.

Our program is designed to help manage your existing print devices and establish a future print strategy that will evolve with your business needs.

This Scope document serves to define all tasks, responsibilities, products, services, and scheduling required to complete this project. The intent of this document is to insure that each party understands the parameters of the project and to insure that proper expectations are met.

Please examine all aspects of this document prior to signing it. It will be the baseline for the project. Any further revisions to the scope of the project will be made as a written Addendum to this Statement of Work. Addendums may require further negotiations prior to implementation. Each Addendum should be completed individually and signed prior to performing any work.

This Statement of Work is subject to the terms and conditions of the Participating Addendum XXX, including terms and conditions incorporated via NASPO ValuePoint Master Agreement XXX. Terms that apply to this Statement of Work include but are not limited to Data Security, Data Breach, Equipment Guarantees, Performance Penalties, and Payment

2. Overview

The key to right-sizing printer and multifunction copier fleets is a thorough assessment of the current installed base. Accurate measurement of the current print operations using the suite of Konica Minolta managed print tools, as well as on-site consultations, will allow Konica Minolta Business Solutions to begin the MPS program in your company. Installation of the Konica Minolta Service Tag, in combination with device mapping, will begin the Interviews and will help illustrate current and projected solutions to achieve device reduction.

Konica Minolta Business Solutions will conduct a print assessment of overall device fleet in the selected locations, utilizing a combination of comprehensive software tools and a manual walk-through of the location. The data collected during this phase will be used to determine ongoing right-sizing recommendations validated as via data collected from actual printer activity.

Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to the installation of the Vendor Solution Product and all updates, upgrades and patches to be installed under this Statement of Work.

NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR ANY LOSS OF PROFIT, REVENUE, DATE OR GOODWILL, WHETHER INCURRED OR SUFFERED AS A RESULT OF THE USE OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. Objectives

Konica Minolta Business Solutions will perform asset tagging, floor mapping, site surveys and needs analysis to help you implement the best solution to meet your requirements, while maximizing your financial resources. Once the program is operational, Konica Minolta will provide daily monitoring, maintenance and service for your fleet of print devices allowing your staff to spend more time on core business functions and strategic initiatives. Periodic account reviews (PAR) will be scheduled to review program operations, reports, strategy and long-term improvements.

4. Installation

Konica Minolta will begin the program implementation process, which includes:

- Validating your devices on contract
- Set-up/expansion (as required) of the Consult App for proactive device management
- Establishing and initializing automatic system processes (Auto toner delivery)
- Tagging your devices with a Konica Minolta asset tag for program identification
- Walkthrough and Fleet Mapping
- Development of a program communication plan for staff

There will be minimal disruption of day-to-day operations as our team performs the walkthrough and mapping of devices. However, escorts and business process leaders may be requested to assist in facilitating this process. Equipped with current floor plans and device lists, each team member will accurately map device to the plans. Departments will be identified, allowing for pooling of like printing requirements. Devices such as printers, fax machines and all-in-ones that are not connected to the customer’s network will be added to the mapping documents. This mapping is a key component in the MPS program success and critical in collecting requirements for multifunction features.

5. Exclusions

The following areas are not included in the scope of this Statement of Work:

- Any configuration or training outside of the scope of this document.
- Any systems testing due to environment changes.
- Any onsite training or configuration after project is completed.
- Any additional on-site technical support not specified in this document.

- Customer is responsible for the hardware installation and training environment needed for a successful implementation.
- Support for any configuration outside of this recommendation with respect to high availability, and failover features.

6. Requirements:

KMBS assumes that the Customer will have a standard network topology with connectivity already installed for all servers and workstations, printing established to the Konica Minolta Bizhub(s), as well as network connectivity for all printing and scanning output devices included in this Statement of Work.

Site Accessibility:

- **Network Accessibility**
  KMBS assumes that the Customer's network will be accessible for any additional installation or expansion of the Consult application, and that the Customer's Network Administrators will be available on site or via remote access.
- **Floor Maps provided to Konica Minolta team to prior to the tagging and walkthrough**
  KMBS assumes all mapping is provided in advance to ensure a full and proper assessment is performed.
- **Complete IP schema provided** as part of the ongoing MPS program the list can be reduced to include only nodes associated with the output devices.
- **Availability of Customer's Network IT support while on site**
  KMBS assumes that the Customer's Network support personnel will be available to verify and assist in any network connectivity troubleshooting should any data collection issues arise, before, during and after installation.
- **Customer will provide a person designated as the MPS Administrator** during the installation and setup phase. During the tagging and mapping phase. Following this phase of the program this individual will be the resident SME (Subject Matter Expert).

7. Completion Criteria

This Statement of Work / Project shall be deemed complete when all of the requirements detailed in Appendix A have been met. At which point the customer shall sign and return the Certificate of Acceptance (COA). Should there be a failure to obtain a signed COA from the customer and there not being any customer communication regarding outstanding concerns or issues, then this project shall be deemed completed and closed by all parties.

8. Post-Sales Support

The KMBS Digital Solution Center provides Tier 1 (one) product support for issues with the Software Solution for the duration of the active software maintenance and services contract. This includes repairs required and remedied by patches and incremental upgrades. This does not include support based upon customer environment changes that impact the software solution, nor to modification of the software workflow beyond the original scope or after the implementation project is complete.

Submitting Solutions Support Requests

Contact Option	Point of Contact	Notes
WEB	http://www.MyPrintJobs.com/Support	Best for application administrators and power users who are familiar with the application and the operating environment.
E-Mail	SolutionsSupport@KMBS.KonicaMinolta.us	
Self Help	http://kmbs.konicaminolta.us	From this link, click "Find Support" located in the top banner. Several options will be revealed, such as: Driver downloads, User Guides and Self-Help Product Support.
Telephone	800-456-5664	Appropriate for MFP and routine use situations. Recommended for single user assistance instead of issues impacting the application.

Operating Hours	8:00 A.M. – 8:00 P.M. (EST)	Monday through Friday. Standard company holidays are observed.

For additional details, see Customer Expectation Guide Solutions Support

9. Reasonable Effort

It is the responsibility of both Konica Minolta and the customer to make every effort to complete this project within agreed upon timelines. Should, after ninety (90) days from date of acceptance, the project not be completed or have reasonably advanced, due to customer non-response or delays, Konica Minolta reserves the right to cancel this agreement.

10. Project Timetable / Phase *(Proposed)*

Milestones	Target Completion

12. Acceptance of Statement of Work

Please carefully review this document. KMBS will ONLY be authorized to perform work that is specifically listed in this Statement of Work. Any additional work will need to be scheduled as a future call. Any additional requests or revisions to this Statement of Work must be recorded by an amendment to this Statement of Work and will be billed accordingly, based upon the KMBS hourly service rate, per the Master Agreement price list.

To accept this Statement of Work, please sign & date above where indicated. No additional service call can begin until this Statement of Work is complete. Please keep original at your location. At the completion of the Statement of Work, a copy will be returned to you.

13. Project Changes

Only members of the KMBS & Customer project teams may be authorized to discuss any modifications or addenda to this Statement of Work. Please see Appendix C for details and the Change Order Request Form.

14. Project Team

Customer Contacts: (key people to work with)

Company Name			
Name	Title/ Department	Phone	Email Address
IT Contact Information	In House IT Department: Yes ☐ No ☐		

KMBS Contacts (*At least one sales rep)*

Name	Title	Phone	Email Address

Customer Signature:

Name: **Title:**

Company: **Date:**

KM Signature:

(Authorized Signatures: Business Solutions Consultant or Director of Professional Services)

Name: **Title:**

Company: Konica Minolta Business Solutions, U.S.A., Inc. **Date:**

Appendix A - Implementation Details

Company Name:
Address:
Project #:

Introduction

This document covers the specifics of the implementation plan proposed for this SOW. Any additional project objective or training will be billed accordingly; based upon KMBS Solutions pricing and standard hourly training rate at the time of the request.

Project Objective

Scope of Services Details

Customer Account *(Create Customer Account @ https://app.thereceptionist.com/sign_up)*

Created:	☐ Yes ☐ No	Account email:		Password:	
Plan Type:	☐ Basic *1-24* ☐ Premium *25-49* ☐ Pro *50-99* ☐ Enterprise			Start Date:	
Install App:	☐ KM ☐ Customer	Name of Account Owner:			
# of Locations:		Stands Included:	☐ Yes ☐ No		

Location Name	Location Address	Primary POC Name	Contact Information

Branding *(Home Screen)*

Welcome Message:								Logo Provided:	☐ Yes ☐ No
Background Color:	R		G		B		or Pantone	or Hex	
Highlight Colors:	R		G		B		or Pantone	or Hex	

Buttons to Create

Check In			
	Required	Message	Field Type
Field 1:	☐ Required		
Field 2:	☐ Required		
Field 3:	☐ Required		
Field 4:	☐ Required		
Field 5:	☐ Required		
Capture Photo:	☐ Yes ☐ No	☐ 2 way Chat	
☐ Badge Printing	☐ Name ☐ Company ☐ Visiting	☐ Photo ☐ Issued ☐ Valid ☐ Citizen	☐ Logo
Customer induction process can include: Text, YouTube Link or PDF Doc			
Induction Process:	☐ Yes ☐ No	Description	
Response to Visitor	*Header:*		
	Body:		
Check Out			

☐ Show List of Current Visitor	☐ Search Visitors to Check Out

Button Creation *(continued)*

Deliveries: *(Enter Names of those to be notified of a delivery)*					
☐ USPS	☐ UPS	☐ FedEx	☐ DHL	☐ Other	☐ Other
Delivery Messages:	☐		☐		
	☐		☐		
	☐		☐		
New Button:					
New Button:					

Employee *Contacts: customer should have a listing or file of all employees to be added to the system (see below)*

Number of users to Upload:		☐ CSV File Provided	☐ Upload Photo *(200 x 200)*

Sample CSV File Layout

First Name	Last Name	Full Name	Business Title	Email	SMS Phone	Hide from Check In	Country	Slack ID
Donald	Duck	Donald Duck	Lead Joke Duck	Donald@disney.com	7201234567		USA	Ducky
Mickey	Mouse	Mickey Mouse	Boss Mouse	Mickey@disney.com	7201222212	X	USA	Mousey

Hardware and Operating System Requirements

Continued - Appendix A - Scope of Services Details Continued

Appendix B - Project Change Order Form

The only contacts from KMBS and Customer that may be authorized to discuss any modifications or addenda to this Statement of Work are

It may become necessary to amend the Statement of Work for reasons including, but not limited to, the following:

- Discretionary changes to the project schedule.
- Discretionary changes in the scope of the project.
- Requested changes to the work hours of Konica Minolta Business Solutions personnel.
- Non-availability of products or services that are beyond Konica Minolta Business Solution's control.
- Environmental or architectural impediments not previously identified.
- Lack of access to client personnel, data, or facilities necessary to complete project.
- In the event that it is necessary to change this Statement of Work, an amended Statement of Work will need to be completed and approved by

	Date:
Requestor:	**Request #**
E-Mail:	**Type:**
Phone:	

Change Description (Detailed description of the change. Reference attachments if necessary)	
Description:	
Justification:	
Impact if not implemented:	
Alternatives:	

Cost/Price Impact: Implementation Date:

Approval			
Konica Minolta			
By:		By:	
Name:		Name:	
Title:		Title:	
Date		Date	

KONICA MINOLTA

Equipment Removal Authorization

Customer: ______________________________

Pick Up Address: ______________________________

Contact Name: ____________________ **Contact Phone:** ____________

Equipment being removed from Customer's Location:

Make: ____________ **Model:** ____________ **Serial Number:** ____________

Make: ____________ **Model:** ____________ **Serial Number:** ____________

Make: ____________ **Model:** ____________ **Serial Number:** ____________

☐ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☐ **Lease Company Owned Asset:**

Lease Company Name: ____________________ **Lease #:** ____________

☐ **Upgrade to Return** — KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.

☐ **Upgrade to Keep** — KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.

☐ **Buyout to Keep** — KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.

☐ **End of Lease Return** — Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon reciept of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up.

Buyout or upgrade quote may include an estimate of pages produced between last meter billing and date the lease obligation is satisfied or equipment is returned.

Shipping Fee(s) to Be Invoiced to Customer: ____________

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

The undersigned represents that he/she is an authorized representative of Customer and has authority to bind Customer to this Agreement.

CUSTOMER	**KMBS**
Name: ____________ (Please Print)	Name: ____________ (Please Print)
Signature: ____________ Date	Signature: ____________ Date
Title: ____________	Title: ____________