NASPO ValuePoint

PARTICIPATING ADDENDUM

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

Led by the State of Colorado

Master Agreement #: **187646**

Contractor: **CANON USA, INC.**

Participating Entity: **STATE OF MINNESOTA**

Minnesota State Contract #: **255300**

This Participating Addendum ("Participating Addendum", "PA", "Contract") is entered into by the State of Minnesota ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 187646, executed by Contractor and the State of Colorado ("Lead State") for Multi-Function Devices and Related Software, Services and Cloud Solutions ("Master Agreement"):

Canon U.S.A., Inc. ("Contractor")
1 Canon Park
Melville, NY, 11747

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Samantha Owens
sowens@cusa.canon.com
631-330-2754

Participating Entity's contact for this Participating Addendum is:

Erin McCormack
Acquisition Management Specialist
erin.mccormack@state.mn.us
651-201-3168

II. TERM. This Participating Addendum is effective as of the date of the last signature below or August 1, 2024, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities 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.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

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

- Group C – Production Equipment
- Group E – Large/Wide Format Equipment
- Group F – Scanners

- Group G – Software
- Group H – Consumable Supplies
- 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 all Devices

b. Contractor Partners. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's Dealer List, posted to the NASPO ValuePoint webpage, are authorized to provide Products and Services to Participating Entities under this Participating Addendum in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

The Contractor must provide a sample quote and invoice from each proposed Contractor Partner, if available. The sample quote and invoice must contain the minimum following information and will be attached to this Participating Addendum.

- Customer name
- State Contract number
- Item description
- Item quantity
- List price
- Contract discount
- Price after discount

VI. LEASE AND RENTAL AGREEMENTS.

a. Lease and Rental Terms. Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement and Canon U.S.A., Inc.'s applicable Supplemental Documents, which are attached to the Master Agreement, unless otherwise agreed to by a Participating Entity. To initiate a lease or rental, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease or rental (FMV Lease, Straight Lease, Capital Lease, Short-Term Rental or Cancellable Rental) on the PO or may simply sign other transactional documents deemed acceptable to the parties, providing Contractor does not provide the Purchasing Entity with any documents (besides EULA's) that have not been approved by the Lead State.

b. Assignment. Contractor may assign, solely for financing purposes, upon written notification to the State of Minnesota, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Agreement #187646 or the Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Minnesota.

All lease and rental programs must remain with the Contractor's leasing partner, Authorized Dealers through an in-house leasing program, or through a third-party financial institution of Purchasing Entity's choice, throughout the term of the lease or rental agreement.

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

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

If the Contractor fails to provide the required end of term notification within the timelines identified above, commencing on the date notification is provided, the Purchasing Entity will have the full sixty or ninety days to exercise any end of term option, during which time the lease or rental agreement will remain in effect.

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

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

Contractor will provide timely billing per Paragraph 2.1 of Exhibit 1 of this Contract. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

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

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

IX. NOT SPECIFICALLY PRICED ("NSP") OPEN MARKET ITEMS. Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement, and may be purchased as a stand-alone option. NSP items must be related to the procurement of the Products and Services offered through this Participating Addendum. NSP items will not include:

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

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

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

a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and
c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

XI. **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 expressly 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 in writing by a Participating Entity. In addition, any language in a EULA which violates a Participating Entity'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.

XII. **MAINTENANCE SERVICE LEVEL AGREEMENTS.** Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Agreement, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating Entity.

XIII. **ATTACHMENTS AND ORDER OF PRECEDENCE.** The following documents, in order of precedence, constitute the entire Contract between the Contractor and the State:

- The Minnesota Participating Addendum, including all attached Exhibits and Supplements, and
- The NASPO ValuePoint Master Agreement.

The Minnesota Participating Addendum, including all attached Exhibits and Supplements (collectively "Minnesota Contract"), is attached and incorporated into this Contract. The NASPO ValuePoint Master Agreement is incorporated into this Contract by reference.

In the event of a conflict in language among any of these documents, the terms and conditions set forth or referenced in this Contract shall prevail over conflicting terms and conditions. The order of precedence between documents following the Minnesota Contract shall be read as consistent with the Order of Precedence established in the Master Agreement. If any provision of the Minnesota Contract or NASPO ValuePoint Master Agreement is contrary to Minnesota law, such provision shall be null and void.

XIV. **NOTICE.** Any notice required herein shall be sent to the following:

For Contractor ("Contractor's Authorized Representative"):

Samantha Owens
sowens@cusa.canon.com
631-330-2754

For Participating Entity ("State's Authorized Representative"):

Erin McCormack
Acquisition Management Specialist
erin.mccormack@state.mn.us
651-201-3168

XV. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

Minnesota Department of Administration *With delegated authority*	Canon USA, Inc.
Signature: Signed by: Erin McCormack CDDD8C37EC4D45B...	Signature: DocuSigned by: Mason Olds 4B61EC4FF5E14C3...
Name: Erin McCormack	Name: Mason Olds
Title: Acq Mgmt Specialist	Title: EVP
Date: 3/21/2025	Date: 3/17/2025
Commissioner of Administration *As delegated to the Office of State Procurement*	
Signature: DocuSigned by: Andy Doran 68D02A26D7604BA...	
Name: Andy Doran	
Title: IT Acquisitions Supervisor	
Date: 3/21/2025	

State of Minnesota

Attachment A:

Participating Entity Modifications and Additions to Master Agreement Terms and Conditions

1. **Term of Contract.** This Contract is effective as of the date of the last signature below or August 1, 2024, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

2. **Scope.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.

2.1 **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

2.2 **Equipment Leasing.** Equipment leasing is allowed under this Participating Addendum at the option of the Ordering Entity. Such lease must be done through a separate written lease agreement entered into between Contractor and the Ordering Entity. The terms of the lease agreement must incorporate the terms of this Contract.

2.3 **Equipment Trade-in Program.** If requested in writing by the ordering entity, the Contractor may allow equipment to be used as trade-in against new contract equipment purchases. Trade-ins will be allowed on a case-by-case basis, and the ordering entity has the right to refuse any offer made by the Contractor. All equipment will be traded "as is, where is," with no guarantee express or implied.

Title to the trade-in equipment will transfer to the Contractor when the new equipment is delivered and accepted by the ordering entity, unless otherwise agreed to in writing by the Contractor and the ordering entity. The ordering entity assumes all costs associated with the title transfer of the trade-in equipment unless otherwise agreed to in writing by the Contractor and the ordering entity. The title of State equipment trade-ins shall be provided to the Contractor in accordance with Minn. Stat. § 168A.11.

2.4 **Amendment to the Master Agreement.** Any amendment to the Master Agreement shall only be deemed incorporated into this Participating Addendum if the Contractor provides the Participating Entity with written notification of the amendment to the Master Agreement and the Participating Entity does not reject the amendment within ten (10) calendar days of such notice.

2.5 Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

3. **Governing Law and Jurisdiction.** The construction and effect of this Contract and any Orders placed hereunder will be governed by, and construed in accordance with, the substantive and procedural laws of Minnesota. The Participating Entity, Ordering Entity, and Contractor agree to submit to the exclusive jurisdiction of, and venue in, the state or federal courts with competent jurisdiction in Ramsey County, Minnesota, without regard to its choice-of-law provisions.

4. **Orders.**

4.1 Ordering Entities may place orders under this Contract by referencing the Minnesota State Contract Number on an Order. Each Order placed under this Contract is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

4.2 In the event that any provision of Contractor's ordering document is contrary to Minnesota law, such provision shall be null and void. The terms of the Contract, the Master Agreement, and duly executed Contractor's ordering documents shall be read as cumulative and complementary to the extent possible, with conflicts resolved in favor of the Contract.

5. **Usage Reports.**
Contractor must track and report to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to osp.usagereports@state.mn.us. A Usage Report must identify the Minnesota State Contract Number and provide the following information:

- The total amount of spend under the Contract by the State and other entities,
- The total amount of spend by State agencies, and
- The total amount of spend by other entities (CPV members).

Contractor must send a quarterly Usage Report, or as otherwise requested. Quarters are as follows:

- First Quarter, from July 1 to September 30,
- Second Quarter, from October 1 to December 31,
- Third Quarter, from January 1 to March 31, and
- Fourth Quarter, from April 1 to June 30.

A quarterly Usage Report is due within thirty days of the end of a quarter. A requested Usage Report is due within thirty days from when the request was made. Contractor must provide the State with a final Usage Report within 30 calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

6. **Administrative Fee.**
Contractor must remit to the Department of Administration, Office of State Procurement on a quarterly basis an administration fee of 1% (.01 multiplication factor) of the total amount of spend under the Contract as reported in the Usage Report (Administrative Fee). The Administrative Fee is due within thirty days of the end of a quarter. The Administrative Fee may be submitted through Automated Clearing House (ACH) or by check. Contact CPV.Program@state.mn.us for detailed information on the ACH payment option. If paying by check, the check should be made payable to the State of Minnesota, and submitted to:

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

7. **Survival of Terms.** The following sections survive the expiration or cancellation of this Contract and all Orders: Indemnification, Data Disclosure, State Audits, Government Data Practices, Governing Law and Jurisdiction, Intellectual Property Indemnification, Publicity and Endorsement, and Usage Reporting Requirements and Administrative Fee. Any other Contract term that expressly states or by its nature shall survive, shall survive. Software licenses, warranty, maintenance agreements, and service agreements that were entered into under the terms and conditions of the Contract shall survive the expiration or termination of this Contract.

8. **Entire Agreement.**

8.1 By placing an order under this Contract, each Ordering Entity agrees that this Contract and any agreement or information that is incorporated by written reference into this Contract or the applicable ordering document (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the order by such Ordering Entity and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such order. No financial obligation of the Participating State or any Ordering Entity shall be affected by any change to information contained in a URL or referenced policy, nor will any additional material obligations be placed on the Participating State or any Ordering Entity as a result of any such changes.

8.2 It is expressly agreed that the terms of this Contract and any order shall supersede the terms in any click-through agreement, procurement internet portal, or any other similar Contractor document, and no terms included in any such click-through agreement, portal, or other Contractor document that conflicts with the Contract shall apply to the order. Any order may not modify, diminish, or derogate the terms of Contract or add additional terms and conditions without prior written approval by the State's Authorized Representative.

Minnesota Exhibit 1

1. **Definitions.**

1.1 CPV Members. The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Office of State Procurement (OSP) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities" with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates OSP as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the OSP website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contractor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us.

1.2 State Agencies. This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.

1.3 Ordering Entity. This term means the Purchasing Entity, and it applies to any State Agency or CPV Member placing an order under the Contract.

1.4 State and State of Minnesota. These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Contract. These terms also apply to the State's Department Information Technology Services when acting within its statutorily defined contracting capacity.

1.5 Minnesota Department of Information Technology Services (MNIT). MNIT is Minnesota's Information Technology agency. MNIT is responsible for providing or entering into managed services contracts for the provision, improvement, and development of business application software and related technical support services and other information technology systems and services to Minnesota state agencies pursuant to Minn. Stat. § 16E.016(a).

2. **Prompt Payment and Invoicing.**

2.1 The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document. All services delivered under an Order must be performed to in accordance with the Contract and with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be performed in violation of the Contract, or federal, state, or local law.

2.2 Invoicing. The invoice must be in the same format as the sample invoice attached to Supplement 2 to Exhibit 1, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit 1, Supplement 2, for a list of minimum invoice requirements.

2.3 Retainage. Under Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under an Order may be paid until the final product of an Order has been reviewed by the State. The balance due will be paid when the State determines that the Contractor has satisfactorily fulfilled all the terms of this Contract and the Order.

3. **No Automatic Renewals.** The Ordering Entity does not agree to any automatic renewals which require the payment of additional fees.

4. **Assignment and Amendments.**

4.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors, unless such assignment is by operation of law.

4.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and mutually approved by the authorized parties or their successors.

5. **Termination.**

5.1 Termination by the State. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods performed or delivered in accordance with the Contract, and subject to the terms of any applicable lease agreement terms.

5.2 Termination for Default. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to cancel the Contract or purchase order, or any portion of it, if Contractor does not cure the default within 30 days of the date of the notice of default. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

5.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

6. **Force Majeure.** Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemic, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

7. **Indemnification.**

7.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract. The Indemnifying Party's obligation to indemnify the State under this Contract is conditioned on the State providing to Contractor prompt notification of any claim or potential claim of which the State becomes aware. To the extent permitted by the Attorney General, the Indemnifying Party will have control of the defense and settlement of any claim that is subject to indemnification.

7.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7.3 IN NO EVENT SHALL CONTRACTOR, CONTRACTOR'S RESELLERS, OR THE STATE BE LIABLE UNDER THIS CONTRACT FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Delivery.**

8.1 All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery, consistent with the procedures set forth in the Master Agreement.

8.2 No substitutions or cancellations are permitted without approval of the Ordering Entity.

8.3 Back orders, failure to meet delivery requirements, or failure to meet specifications in the purchase order or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contractor, subject to Section 5.2.

9. **Items Offered as New.** All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.

10. **Subcontracting and Subcontract Payment.**

10.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the State's Authorized Representative can be used for this Contract. The list of approved subcontractors is attached and incorporated into this Contract as Supplement 3 to Exhibit 1.

10.1.1 After the effective date of the Contract, the Contractor shall not, without prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

10.1.2 The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

10.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

11. **Data Disclosure.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

12. **Intellectual Property Indemnification/Copyright.** The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any claims for infringement of a third party's intellectual property rights, arising from the use of any Canon brand copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, furnished or used as part of the Products or Services provided in the performance of the Contract. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor may, at its option and expense, procure for the State the right to continue using the allegedly infringing Products or Services, or replace or modify the Products or Services so that they become non-infringing; provided that the replacement or modified good or service meets the specifications set forth in the Contract to the reasonable satisfaction of the State. If the foregoing remedies are not available, then the State will return the allegedly infringing Products or terminate the allegedly infringing services, and Contractor will refund the State's payments, in full, for the allegedly infringing Products or Services.

13. **Publicity and Endorsement.**

13.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

13.2 Endorsement. The Contractor must not claim that the State endorses its products or services, or make any representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Contract without the prior written consent of the State's Authorized Representative. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

14. **Contractor's Documents.**
Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a procurement, whether directly by the Contractor or through a Contractor's agent,

subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the Ordering Entity. Any such agreement or document must not be construed to deprive the Ordering Entity of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded by Minnesota law. An Ordering Entity's employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the Ordering Entity's concurrence or acceptance of terms, if such terms are in conflict with this section.

15. **Insurance.** If applicable, prior to execution of the Contract, the Contractor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Contract and per the insurance requirements of Supplement 1 of Exhibit 1.

16. **Pricing Changes.** No price adjustments or discount reductions are allowed unless approved by the Lead State for the Master Agreement and adopted by the State of Minnesota through a fully executed amendment to this Contract.

17. **Taxes.** Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to http://www.revenue.state.mn.us to learn about the applicable sales tax (search "Fact Sheet 142").

18. **E-Verify Certification.** For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

19. **Affirmative Action Requirements**

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

19.1 Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

19.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

19.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

19.3.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

19.3.2 The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

19.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

19.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

19.3.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

19.4 Consequences. The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

19.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

20. **Equal Pay Certification.**
If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

21. **Diverse Spending Reporting.** If the total value of the Contract may exceed $500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor’s overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

22. **Americans with Disabilities Act (ADA).** Products provided under the Contract must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor’s catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

23. **Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.** Contractor certifies that neither it nor its principals is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

24. **Federal Funds.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, an Ordering Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

24.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

24.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

25. **Supply Chain Security.** Notwithstanding anything else in this Section, this Section does not and shall not limit any other rights of the State under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any.

25.1 Security Practices and Preventive Controls. The Contractor will use reasonable commercial efforts to ensure that the Contractor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping State goods, including goods intended to be but not yet delivered to the State, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter "supply chain security").

Contractor must maintain certification/accreditation in an official supply chain security program and comply with that program's security standards for all orders sourced from the Contract. Official supply chain security program is defined as one of the following: ISO 28000 or 27036 (as applicable), SAE AS5553 or other SAE standard (as applicable), Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or other program accepted in writing by the State, Office of MN.IT Services (f/k/a Office of Enterprise Technology and d/b/a MN.IT or MN.IT Services)("MN.IT") and the State, Department of Administration's Office of State Procurement ("OSP"). To demonstrate certification/accreditation, Contractor must provide to OSP and MN.IT within one month following the effective date of this Contract or amendment adding this Section, whichever is later, a letter verifying its certification/accreditation in an official supply chain security program. Contractor will promptly notify OSP and MN.IT of any change to its certification/accreditation.

Alternatively, if Contractor is not certified/accredited or loses certification/accreditation, Contractor must complete a MN.IT security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to MN.IT's satisfaction.

25.2 Notification of Supply Chain Security Breach. Contractor will promptly notify OSP, MN.IT, and the ordering entity, if different from MN.IT, of any breach of supply chain security involving State goods, including goods intended to be but not yet delivered to the State. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.

25.3 Return/Rejection of Goods. Notwithstanding anything to the contrary, if a breach of supply chain security has occurred or the State in good faith suspects a breach may have occurred, including evidence that packaging or goods were tampered with or damaged, the State may reject delivery of those goods or return any of those goods already delivered. Breach of supply chain security has the meaning described in the preceding Subsection "Notification of Supply Chain Security Breach." Rejection of delivery or return of goods shall be solely the responsibility and at the cost and expense of the Contractor.

The State may sanitize or destroy components of the goods prior to returning the goods to Contractor or instruct Contractor to promptly sanitize or destroy goods upon their return. Following the completion of any such sanitization or destruction, and upon request by MN.IT, the Contractor shall provide a Certificate of Data Destruction/Sanitization that meets the requirements of the then current version of NIST Special Publication 800-88 or DOD 5220.22-M Supplement. The Certificate of Data Destruction/Sanitization must be provided to MN.IT, if requested, within one month following the return of the goods.

At no additional expense to the State, Contractor must provide within a reasonable time frame replacement goods for any goods that were rejected at delivery or returned due to a supply chain security breach. Any reasonable costs and expenses associated with removal or replacement of the goods, including sanitization and destruction costs and expenses, will be the responsibility of the Contractor.

26. **Security and Data Protection.** Contractor is responsible for the security and protection of State data subject to and related to Cloud Services in this Contract. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract, if in conflict. This Security and Data Protection section, including its sub-sections, survives the completion, termination, expiration, or cancellation of the Contract.

26.1 For the purposes of this Security and Data Protection section, the following terms have the following meanings:

26.1.1 "Cloud Services" includes "cloud computing" as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at: http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf) and any other software, hardware, hosting service, subscription, or other service or product by which Contractor stores, transmits, processes or otherwise has access to State data. For purposes of this Contract, Cloud Services means Contractor's Office Cloud services.

26.1.2 "State" means the State, or a cooperative purchasing venture ("CPV") member when the CPV member is the ordering entity (if CPV purchases are permitted under this Contract).

26.1.3 "Data" has the meaning of "government data" in Minn. Stat. § 13.02, subd. 7.

26.1.4 "Not public data" has the meaning in Minn. Stat. § 13.02, subd. 8a.

26.1.5 "Security incident" means any actual, successful or suspected: (1) improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, modification of, alteration to, loss of, damage to or destruction of State data; (2) interference with an information system; (3) disruption of or to Contractor's service(s); or (4) any similar or related incident.

26.1.6 "Privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); violation of federal data disclosure or privacy requirements in federal laws, rules and regulations; or breach of a contractual obligation to protect State data. This includes, but is not limited to, improper or unauthorized access to, viewing of, obtaining of, acquisition of, use of, disclosure of, damage to, loss of, modification of, alteration to or destruction of State data protected by such State or federal laws or by contract.

26.2 Data Ownership. The State solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all State data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to State data.

Contractor will only use State data for the purposes set forth in the Contract. Contractor will only access State data as necessary for performance of this Contract. Contractor will not access State user accounts except to respond to service or technical problems or at the State's specific request. For the avoidance of doubt, State data does not include equipment performance or usage related data collected and utilized by Contractor to perform its responsibilities under this Contract.

All State data, including copies, summaries, and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the State by the Contractor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if the State Chief Information Security Officer or delegate authorizes in writing the Contractor to sanitize or destroy the data and the Contractor certifies in writing the sanitization or destruction of the data. Within ninety days following any remittance of State data to the State, Contractor shall, unless otherwise instructed by the State in writing, sanitize or destroy any remaining data and certify in writing that the sanitization or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor's sole cost and expense.

In the event Contractor receives a request to release any State data, Contractor must immediately notify the State's data practices compliance official. The State will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor must comply with the State's instructions. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data by Contractor.

26.3 Notification of Incidents. If Contractor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any State data, Contractor must report such incident to the State and the State Chief Information Security Officer as soon as possible, but no later than forty-eight (48) hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident are the responsibility of the State. Notwithstanding anything to the contrary in this Contract, Contractor will indemnify, hold harmless and defend the State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy incident or security incident involving any State data. For purposes of clarification, the foregoing sentence shall in no way limit or diminish Contractor's obligation(s) to indemnify, save, hold harmless, or defend the State under any other term of this Contract. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any State data.

26.4 Security Program. Contractor will make best efforts to protect and secure the State data related to this Contract. Contractor will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all Cloud Services ("Policy"). Contractor's Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT").

Upon the State's request, Contractor will make its Policy available to the State on a confidential, need-to-know basis, along with other related information reasonably requested by the State regarding Contractor's security practices and policies. Unless inconsistent with applicable laws, Contractor and the State must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minn. Stat. § 13.37.

26.5 Data Management. Contractor will not use State data, including production data, for testing or development purposes unless authorized in writing by the State Chief Information Security Officer or delegate. Contractor will implement and maintain procedures to physically and logically segregate State data, unless otherwise explicitly authorized by the State Chief Information Security Officer or delegate.

26.6 Data Encryption. Contractor must encrypt all State data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to State data. Contractor will secure and protect all encryption keys to State data. Encryption keys to State data will only be accessed by Contractor as necessary for performance of this Contract.

26.7 Data Storage. Contractor warrants that any and all State data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.

26.8 Data Center and Monitoring/Support Locations. During the term of the Contract, Contractor will: (1) locate all production and disaster recovery data centers that store, process or transmit State data only in the continental United States, (2) store, process and transmit State data only in the continental United States, and (3) locate all monitoring and support of all Cloud Services only in the continental United States. The State has the right to on-site visits and reasonable inspection of the data centers upon notice to Contractor of seven calendar days prior to visit.

26.9 Security Audits & Remediation. Contractor will audit the security of the systems and processes used to provide any and all Cloud Services, including those of the data centers used by Contractor to provide any and all Cloud Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with 2016; (2) will be performed according Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("Contractor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contractor will provide to the State a copy of the Contractor Audit Report.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Audit Report in a commercially reasonable timeframe.

If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by the State or known by Contractor, in a commercially reasonable timeframe.

26.10 Subcontractors and Third Parties. Contractor warrants that no State data will be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the State Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such data.

Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations.

26.11 Remedies. Contractor acknowledges that the State, because of the unique nature of its data, may suffer irreparable harm in the event that Contractor breaches its obligation under this Security and Data Protection section, and monetary damages may not adequately compensate the State for such a breach. In such circumstances, the State will be entitled, in addition to monetary relief, to seek injunctive relief or specific performance as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the State.

26.12 Business Continuity. Contractor shall have written business continuity and disaster recovery plans that define the roles, responsibilities, and procedures necessary to ensure that Cloud Services provided under this Contract shall be maintained continuously in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.

Any term or condition that allows the Contractor to terminate the Contract for any or no reason (i.e., termination for convenience) without at least 60 days' advance written notice and subject to the terms of this Section 25.12 is null and void. In the event of termination or cancellation of this Contract for any reason, the Contractor shall continue to provide any then-existing Cloud Services for as long as the State reasonably needs to transfer its data, software and other assets to an alternate service or service provider, and in any event no longer than 90 days. After any such termination or cancellation, the State may purchase the continuing Cloud Services at the pricing in effect prior to such termination or cancellation. The fee for any such purchase shall be prorated for the period of time needed, as determined by the State, and shall be reduced by the amount paid for Cloud Services that were not used prior to such termination or cancellation. The amount of any such fee reduction shall be determined on a pro-rata basis. The Contractor shall refund to the State any unused portion of payments for Cloud Services.

26.13 Background Checks. Contractor represents that it has conducted and will conduct background investigations into all of Contractor's agents, employees, and subcontractors that will provide Cloud Services to the State. Such background investigations must have been or will be conducted in accordance with Contractor's internal background check policies.

If any provision of this sub-section is found to violate any applicable laws, rules, or State policies, then the Contractor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable laws, rules, and State policies.

26.14 Secure Coding. Contractor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the OWASP top 10.

26.15 Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with the applicable State of Minnesota Information Security Policy & Standards incorporated herein by reference and available at https://mn.gov/mnit/government/policies/security/.

Contractor shall comply with the Health Insurance Portability Accountability Act ("HIPAA"), the HITECH Act, and other similar privacy laws. Contractor also shall comply with the HIPAA Privacy Rule, HIPAA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

Contractor shall comply with all applicable requirements, restrictions, and conditions set forth in the Criminal Justice Information Services ("CJIS") – Security Policy, Version 5.3, dated 8/4/2014. To the extent the State requires background checks which go beyond Contractor's internal background checks, such checks (i) would need to be conducted by the State at its cost; (ii) will be performed subject to applicable law, including the Fair Credit Reporting Act, and (iii) appropriate consent(s) have been obtained from the relevant Contractor personnel.

Contractor acknowledges that for the purposes of this Contract when storing, processing, transmitting or otherwise accessing State date subject to the Family Educational Rights and Privacy Act ("FERPA"), it is designated as a "school official" with "legitimate educational interests" in State data and associated metadata, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Contractor shall use State data only for the purpose of fulfilling its duties under the Contract and it will not monitor or share such data with or disclose it to any third party except as provided for in this Contract, as required by law, or as authorized in writing by the State. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" of such data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Contract, or as specifically and expressly provided for in this Contract, as required by law, or authorized in writing by the State. Contractor agrees, upon request, to provide the State with a written summary of the procedures Contractor uses to safeguard State data.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council, currently available online at: https://www.pcisecuritystandards.org/document_library. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), Glossary of Terms, Abbreviations, and Acronyms, currently available online at: https://www.pcisecuritystandards.org/document_library.

Contractor shall comply with IRS Publication 1075, Exhibit 7, which is incorporated herein.

For the term of this Contract, Contractor will maintain a provisional Authority to Operate (ATO) at the Moderate Level from the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB) or Federal Agency for any and all Cloud Services provided under this Contract.

For the term of this Contract, Contractor will maintain an ISO 27001 Certification for any and all Cloud Services provided under this Contract.

27. **State's Rights and Remedies Cumulative**. All rights and remedies provided in the Contract are cumulative and not exclusive of any other rights or remedies that may be available to the State and Ordering Entity, whether provided by law, equity, statute or otherwise.

28. **No Mandatory Mediation or Arbitration**. Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law.

Minnesota Exhibit 1, Supplement 1
Insurance Requirements

1. Notice to Contractor.

1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.

1.2 The Contractor shall not commence work under the contract until they have obtained and/or maintain all the insurance described below and the State has reviewed Company's COI's which meet the requirements set forth in this agreement. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract.

1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.

1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance certificates must be open to inspection by the State, and copies of certificates must be submitted to the State's Authorized Representative upon written request.

1.5 If the Contractor uses another entity, including but not limited to a dealer, reseller, or distributor (collectively referred to as "Contractor's reseller") to provide goods or services under this contract, the following terms apply:

1.5.1 Because the Contractor's reseller(s) are independently owned and operated, and maintain their own insurance, the Contractor's reseller's insurance coverage must be evidenced by its own Certificate of Insurance. The Contractor's reseller's Certificate of Insurance must meet all the insurance requirements and limits set forth in the Contract.

1.5.2 The Contractor shall collect, review, approve, and maintain the applicable Certificates of Insurance, including but not limited to General Liability, Auto Liability, Umbrella, Workers' Compensation, , for all Contractor's resellers that will be providing goods or services under this contract. The Contractor acknowledges compliance with this provision. The Contractor must provide copies of the dealers' insurance documentation to the State upon request.

1.5.3 If a claim is made against a Contractor's reseller, and the Contractor's reseller's insurance coverage did or does not cover the claim, the Contractor is responsible for the claim because the contract is with the Contractor. The Contractor must pay any uninsured claims out-of-pocket. The State may enforce the indemnity clause in the contract.

2. Notice to Insurer.

2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

2.2 Insurance certificate holder should be addressed as follows:

State of Minnesota
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.

3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;

3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;

3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability and Network Security and Privacy Liability.

3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. **Coverages.** Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

4.1 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

$2,000,000 – per occurrence
$2,000,000 – annual aggregate
$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list____________________________________
- **State of Minnesota included as an Additional Insured**, to the extent permitted by law; such requirement may be met with production of a blanket endorsement.

4.2 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 **Workers' Compensation Insurance. Statutory Compensation Coverage.** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

$100,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

4.4 **Network Security and Privacy Liability Insurance (or equivalent).** The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

$2,000,000 per claim
$2,000,000 annual aggregate

The following coverage shall be included: State of Minnesota named as an Additional Insured unless the coverage is written under a Professional Liability policy.

Minnesota Exhibit 1, Supplement 2
Sample Quote and Invoice

Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State's Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- Minnesota State Contract Number field
- Item/service description
- Item quantity or service hours
- List price
- Price after discount-off baseline list

Discount-off Baseline List pricing must be calculated as follows:

Product	List Price	Discount-off List Offered	Computation	State Contract Price
XYZ Tablet	$300.00	3.5%	$300.00 – (300 x 0.035) = $289.50	$289.50

[redacted]

INVOICE

Address Service Requested

Remittance Section

Invoice Number	**30157182**
Invoice Date	**03/12/2023**
Payment Terms	**2 Months**
Total Due	**$3,188.43**

Amount Paid $______________

Use enclosed envelope and make payable to:

[redacted]

ATTN:

[redacted]

00301571827 0000318843 001

[redacted] lease return upper portion with your payment.

Invoice Number	30157182	**Invoice Date**	03/12/2023
Payment Terms	2 Months	**Total Due**	$3,188.43

Important Messages

If paying by **ACH/WIRE**, please forward a detailed remittance advice to **OPSACCTG@CFS.CANON.COM** at time payment is sent to ensure timely application of payment.

To enroll in **paperless billing**, please send an email to **BILLING@CFS.CANON.COM** and include your last invoice number along with the email addresses to receive your invoices.

Itemized Charge Detail and Equipment Schedule

Contract Number: [redacted]
Legacy Contract Number: [redacted]
PO #:

Contract Special Ref 1:
Contract Special Ref 2:

Term: 49 **Billing Frequency:** Monthly

Due Date	Charge Description	Period of Performance	Charge Amt	Tax Amt	Total Due
04/01/2023	BW Meter Usage	02/01/2023 - 02/28/2023	15.21	0.76	15.97
04/01/2023	CL Meter Usage	02/01/2023 - 02/28/2023	0.00	0.00	0.00
04/01/2023	Contract Charge	03/01/2023 - 03/31/2023	525.20	26.26	551.46

Asset Description: Color Copier **Model:** imageRUNNER ADVANCE C7580I II **SN:** XXG00992

Installation Date: 01/24/2019 **Quantity:** 1

Asset Location Name: [redacted]

Asset Location:

Tax Rate: 5.000000%

Contract Number: 0715807-011
Legacy Contract Number:001-0715807-011
PO #:

Contract Special Ref 1:
Contract Special Ref 2:

Term: 49 **Billing Frequency:** Monthly

Due Date	Charge Description	Period of Performance	Charge Amt	Tax Amt	Total Due
04/01/2023	BW Meter Usage	02/01/2023 - 02/28/2023	0.42	0.02	0.44
04/01/2023	CL Meter Usage	02/01/2023 - 02/28/2023	7.02	0.35	7.37
04/01/2023	Contract Charge	03/01/2023 - 03/31/2023	525.20	26.26	551.46

BACKER GRAPHIC

Itemized Charge Detail and Equipment Schedule continued

Asset Description: Color Copier **Model:** imageRUNNER ADVANCE C7580I II **SN:** XXG01068

Installation Date: 01/24/2019 **Quantity:** 1

Asset Location Name: [redacted]

Asset Location: [redacted] **Tax Rate:** [redacted]

Contract Number: 0715807-012
Legacy Contract Number:001-0715807-012
PO #:
Contract Special Ref 1:
Contract Special Ref 2:

Term: 48 **Billing Frequency:** Monthly

Due Date	Charge Description	Period of Performance	Charge Amt	Tax Amt	Total Due
04/01/2023	BW Meter Usage	02/01/2023 - 02/28/2023	23.53	1.18	24.71
04/01/2023	CL Meter Usage	02/01/2023 - 02/28/2023	189.44	9.47	198.91
04/01/2023	Contract Charge	03/01/2023 - 03/31/2023	525.20	26.26	551.46

Asset Description: Color Copier **Model:** imageRUNNER ADVANCE C7580I II **SN:** XXG01072

Installation Date: 02/12/2019 **Quantity:** 1

Asset Location Name: [redacted]

Asset Location: **Tax Rate:** [redacted]

Contract Number: [redacted]
Legacy Contract Number:[redacted]
PO #:
Contract Special Ref 1:
Contract Special Ref 2:

Term: 48 **Billing Frequency:** Monthly

Due Date	Charge Description	Period of Performance	Charge Amt	Tax Amt	Total Due
04/01/2023	BW Meter Usage	02/01/2023 - 02/28/2023	23.71	1.19	24.90
04/01/2023	CL Meter Usage	02/01/2023 - 02/28/2023	0.00	0.00	0.00
04/01/2023	Contract Charge	03/01/2023 - 03/31/2023	525.20	26.26	551.46

Asset Description: Color Copier **Model:** imageRUNNER ADVANCE C7580I II **SN:** XXG01067

Installation Date: 03/08/2019 **Quantity:** 1

Asset Location Name: [redacted]

Asset Location: **Tax Rate:** [redacted]

Contract Number: 0715807-014
Legacy Contract Number:001-0715807-014
PO #:
Contract Special Ref 1:
Contract Special Ref 2:

Term: 48 **Billing Frequency:** Monthly

Due Date	Charge Description	Period of Performance	Charge Amt	Tax Amt	Total Due
04/01/2023	BW Meter Usage	02/01/2023 - 02/28/2023	4.73	0.24	4.97
04/01/2023	CL Meter Usage	02/01/2023 - 02/28/2023	146.53	7.33	153.86
04/01/2023	Contract Charge	03/01/2023 - 03/31/2023	525.20	26.26	551.46

Asset Description: Color Copier **Model:** imageRUNNER ADVANCE C7580I II **SN:** [redacted]

Installation Date: 03/08/2019 **Quantity:** 1

Asset Location Name: [redacted]

Asset Location: **Tax Rate:** [redacted]

CANON FINANCIAL SERVICES, INC.
Chicago, IL 60693-0149

Itemized Charge Detail and Equipment Schedule continued

Total Due: $3,188.43

Copy Usage Detail

Contract Number/Meter Type CPI Contract Number/CPI Schedule Number Model Number/Serial Number Reference 1 Reference 2	Period Start Date	Period End Date	Starting Reading	Ending Reading	Allow Copies	Billable @ Copy Charge	Copy Overage Charge
0715807-010/BW Meter Usage 58255/1 imageRUNNER ADVANCE C7580I II/XXG009[illegible]2	02/01/2023	02/28/2023	142,585	144,999	0	2414@0.0063	15.21
0715807-010/CLR Meter Usage 58255/2 imageRUNNER ADVANCE C7580I II/XXG009[illegible]2	02/01/2023	02/28/2023	255,831	255,831	0	0@0.0336	0.00
0715807-011/BW Meter Usage 58256/1 imageRUNNER ADVANCE C7580I II/XXG010[illegible]8	02/01/2023	02/28/2023	4,724	4,791	0	67@0.0063	0.42
0715807-011/CLR Meter Usage 58256/2 imageRUNNER ADVANCE C7580I II/XXG010[illegible]8	02/01/2023	02/28/2023	14,791	15,000	0	209@0.0336	7.02
0715807-012/BW Meter Usage 58257/1 imageRUNNER ADVANCE C7580I II/XXG010[illegible]2	02/01/2023	02/28/2023	113,753	117,488	0	3735@0.0063	23.53
0715807-012/CLR Meter Usage 58257/2 imageRUNNER ADVANCE C7580I II/XXG010[illegible]2	02/01/2023	02/28/2023	200,928	206,566	0	5638@0.0336	189.44
0715807-013/BW Meter Usage 58258/1 imageRUNNER ADVANCE C7580I II/XXG010[illegible]7	02/01/2023	02/28/2023	207,459	211,222	0	3763@0.0063	23.71
0715807-013/CLR Meter Usage 58258/2 imageRUNNER ADVANCE C7580I II/XXG010[illegible]7	02/01/2023	02/28/2023	289,824	289,824	0	0@0.0336	0.00
0715807-014/BW Meter Usage 58259/1 imageRUNNER ADVANCE C7580I II/XXG010[illegible]3	02/01/2023	02/28/2023	68,690	69,440	0	750@0.0063	4.73

Copy Usage Detail continued

Contract Number/Meter Type CPI Contract Number/CPI Schedule Number Model Number/Serial Number Reference 1 Reference 2	Period Start Date	Period End Date	Starting Reading	Ending Reading	Allow Copies	Billable @ Copy Charge	Copy Overage Charge
0715807-014/CLR Meter Usage 58259/2 imageRUNNER ADVANCE C7580I II/XXG01073	02/01/2023	02/28/2023	216,119	220,480	0	4361 @ 0.0336	146.53

This page intentionally blank

Minnesota Exhibit 1, Supplement 3
Authorized Partners(s)

Partners authorized to provide goods or services under this Contract are:

Subcontractor Name and Address	Primary Contact Name and Contact Information
EO Johnson 8400 Stewart Avenue Wausau, WI 54401	Jim Cahill jcahill@eojohnson.com 218-348-3116
Loffler Business Systems, Inc. 1101 East 78th Street Bloomington, MN 55420	Clint Miller Clint.miller@loffler.com 952-925-6800
River Bend Business Products 201 N Victory Drive Mankato, MN 56001	Ben Hansen 507-345-7880 bhansen@riverbendbusiness.com

[redacted]

INVOICE

Sales Order No: SO402213
Date: 12/23/24
Account No: 6600821-001

Bill To: MINNCOR INDUSTRIES - MOOSE LAKE
1010 LAKESHORE DRIVE
MOOSE LAKE, MN 55767
US

Ship To: MINNCOR INDUSTRIES - MOOSE LAKE
1010 LAKESHORE DRIVE
MOOSE LAKE, MN 55767
US

Sales Person	Ordered By	P.O. Number	Ship Method	Payment Terms	Date Required
JIM CAHILL		TBD	Digital Shipper Rate Shopping	NET 30	12/23/24

Remarks

NASPO CONTRACT NOT TO EXCEED $97,816.25 INCLUDES
MACTAC KIT contract # State of Minnesota 255300

Item No	Description	Serial No	Order	Canceled	UM	Price	Disc	Amount
COLOM5WPRO	CANON COLORADO M5W PRO SET		1.00	0.00	EA	$96,184.34	0.00%	$96,184.34
4276V432	CANON COLORADO M-SERIES INSTALLATION KIT		1.00	0.00	EA			
1965C075AA	CANON UVGEL 460 700ML INK KIT - 2/BTL EACH (8PCS)		1.00	0.00	EA			
6125C003AA	CANON UVGEL 460 WHITE 700ML INK KIT - 2/BTL		1.00	0.00	EA			
4074V258	OCE UV GLOSSY PHOTO 54X164FT 8MIL		1.00	0.00	RL			
1965C015AA	CANON OCE COLORADO 16xx FILTERS (MUST ORDER MIN OF 2 EACH)		1.00	0.00	EA			
4178V346	CANON PRISMAGUIDE PRO IPAK		1.00	0.00	EA			
810191	PROFESSIONAL SERVICES- PROD PRINT		16.00	0.00	EA			
333999	PRODUCTION INSTALL		4.00	0.00	EA			
PROD FREIGHT	PRODUCTION FREIGHT		1.00	0.00	EA			

Subtotal	$96,184.34
Discount	$0.00
Freight	$0.00
Sales Tax	$0.00
Sales Order Total	$96,184.34

Purchase Agreement

[redacted]

Date	Submitted By:
12/23/2024	[redacted]

Customer Information
MINNCOR Industries 1010 LakeShore Drive a Moose Lake MN 55767

Contact Information:
Dean Nyberg dean.nyberg@state.mn.us 218-485-5063

Thank you for the opportunity to submit the following information.

Equipment Being Quoted	Purchase Price	63 MO $1 out Lease
Colorado M5W Pro Set White	$96,184.34	$1,695.00 Per Month
	Initial Here	Initial Here

Additional info:

1 - Colorado M5W Pro Set White
1 - Colorado Installation Kit 2
1 - Uvgel 460 700ml Ink Kit (2 Bottles of Each Color)
1 - Uvgel 460 700ml White (2 Bottle Kit)
1 - 8.4mil UV Glossy Photo 54x164
1 - Colorado 16XX Filter
1 - ^PRISMAguide PRO IPAK
1 - Colorado 1650 Mactac Kit
1 - ONYX Rip
- Drive 1 colorado 1 Non flat bed cutter

- Retail $102,785.00 + $5,500.00 Shipping and Install
- Total = $108,285.00
- [redacted]96,184.00
- NASPO Contract NOT TO EXCEED $97,816.25

#REF!

Includes Delivery, Install & Professional Services

Maintenance/Supply info and Pricing:

Initial Here

Warranty Includes ☐ Service ☐ Toner ☐ Parts ☐ Labor ☐ Travel ☐ Tech Support

For your convenience this Purchase Agreement becomes an order when authorized within a period of 30 Days.

Quotation Accepted

By: (Authorized Agent)_______________________________(Please provide electronic signature)

Title:

Purchase order #

Date:

Tax Exempt #

Purchase Agreement

Additional info:

[redacted]

ORDER AGREEMENT - PURCHASE
Minnesota State Contract #[redacted]

BILL TO			SHIP TO		
Company		Customer Number	Company		Customer Number
Address			Address		
Address 2			Address 2		
Suite/Floor/Dept			Suite/Floor/Dept		
City	State	Zip	City	State	Zip
Loffler Contact	Phone		Contact		
E-Mail Address					

Meter Contact	Phone ☐ Preferred Meter Method	Fax ☐ Preferred Meter Method	E-Mail Address ☐ Preferred Meter Method	
Training YES	Training Contact	Phone	E-Mail Address	
Networking YES	Networking Contact	Phone	E-Mail Address	
Delivery/Pickup Date & Date	Carrier	If "Other", Please Describe	Stairs SELECT ONE	
Trade In ID#s	Model/Serial Number		Trade-In Ownership	

Comments: State Contract [redacted]

[redacted]

ORDER QTY	PRODUCT NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
1	5963C002AA	imageRUNNER ADVANCE DX C3926i	$3,411.40	$3,411.40
1	5634C001AA	Cabinet Type-W	$104.40	$104.40
1	4000C002BA	Inner Finisher-L1	$864.20	$864.20
1	4395V196	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D	$138.94	$138.94
				$0.00
		Includes Delivery, Install, Training		$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Client Signature: x		Date	TOTAL	$4,518.94

[redacted]

SALES INVOICE

Invoice No: 4936444
Date: 2/4/2025
Account No: CB-108289
Distribution Code: BLD
Balance Due: $3,438.98

Bill To: Stevens County - Housing & Redevelopment Authority
100 S Columbia Ave
Morris, MN 56267-1340

Ship To: Stevens County - Housing & Redevelopment Authority
Attn: [redacted]
100 S Columbia Ave
Morris, MN 56267-1340

Please Remit To: [redacted]

Sales Order No	P. O. Number	Ship Method	Ship Date	Payment Terms	Payment Due
Q33936-01		LT	1/17/2025	30 days	3/6/2025

Remarks	Invoice Number	Sales Person
Contract [redacted] IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, PLEASE CONTACT [redacted] THANK YOU FOR CHOOSING [redacted]	4935444	[redacted]

Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount
6244C002AA	imagePROGRAF TM-355		1.0	1.0	0.0	EACH	$5,089.50	0.0%	$5,089.50
1155C002AA	Cutter Blad CT-08		1.0	1.0	0.0	EACH	$90.00	0.0%	$90.00
1156C005AC	Maintenance Cartridge MC-31		1.0	1.0	0.0	EACH	$72.90	0.0%	$72.90
1153C006AA	Roll Holder Set RHS-35		1.0	1.0	0.0	EACH	$157.50	0.0%	$157.50
7025A046AA	Colobyte IMAGEPRINT R.E.D. Software		1.0	1.0	0.0	EACH	$539.10	0.0%	$539.10
9INC03-WIDE	Delivery Imaging		1.0	1.0	0.0	EACH			
9INC02-WIDE	Networking Installation		1.0	1.0	0.0	EACH			
9INC01-WIDE	Training Imaging		1.0	1.0	0.0	EACH			

[redacted]

SALES INVOICE

Invoice No: 4936444
Date: 2/4/2025
Account No: CB-108289
Distribution Code: BLD
Balance Due: $3,438.98

Bill To:
Stevens County - Housing & Redevelopment Authority
100 S Columbia Ave
Morris, MN 56267-1340

Ship To:
Stevens County - Housing & Redevelopment Authority
Attn: [redacted]
100 S Columbia Ave
Morris, MN 56267-1340

Please Remit To: [redacted]

Sales Order No	P. O. Number	Ship Method	Ship Date	Payment Terms	Payment Due
Q33936-01		LT	1/17/2025	30 days	3/6/2025

Remarks	Invoice Number	Sales Person
	4935444	Jerome Jacobson

*Overdue Accounts will be charged a late payment fee of 1-1/2% per month or to the extent allowed by law.

Subtotal	$5,949.00
Discount	$0.00
Freight	$0.00
Sales Tax	$0.00
Invoice Total	$5,949.00
Balance Due	$5,949.00

[redacted]

Quote Document for :

State Of Minnesota
Feburary 19th, 2025

Qty	Item Description	MSRP	NASPO Contract Price
1	Canon IRADV C5850	$23,650.00	$7,095.00
1	Cassette Feed Unit AQ1	$1,802.00	$1,045.16
1	Staple Finisher AB3	$3,020.00	$1,751.60
1	Buffer Pass P2	$332.00	$192.56
1	Punch Unit A1	$1,057.00	$613.06
1	G3 Fax Boaed AX2	$900.00	$522.00

60 month lease price	$231.25
Purchase Price	$11,219.38

Service and Supplies

60 Month Service Term-Fixed Pricing

Qty		Description
1	Includes	0 Black and White per Month
		Overages at $.0073 per page
		0 Color per Month
		Overages at $.049 per page

Billing Frequency
Monthly

Service price includes all Parts, Labor, Toner and Staples. Excludes Paper

Contract, Pricing, Terms, and Conditions:
Per NASPO Contract #187846 and State of Minnesota Contract #123456

Terms: Net 30

[redacted]

INVOICE

INVOICE NUMBER	390740-00
INVOICE DATE	06 / 23 / 2023
ORDER DATE	06 / 23 / 23

BILLTO ADDRESS	SHIP TO ADDRESS
BLUE SAND CONSTRUCTION 6468 RIVER ROAD MANKATO,MN 56001 CUSTOMER PHONE # 507.345.7777 CUSTOMER NUMBER 9902712	**BLUE SAND CONSTRUCTION** **6468 RIVER ROAD** **MANKATO, MN 56001**

CUSTOMER PURCHASE ORDER	SALESPERSON	TERMS	ROUTE	PAYCODE	ORDER TAKER
STATE OF MINNESOTA #123456 NASPO CONTRACT #187486	[redacted]	NET 30	14	STORE CHARGE	12

ITEM NUMBER	ITEM DESCRIPTION	UM	ORD QTY	SHIP QTY	B/O QTY	SELL PRICE	EXTENDED PRICE
I8986	CANON IR8986 COPIER S/N 27Y01319	EA	1	1		12340.000	12340.000
SFINX1	STAPLE FINISHER X1 S/N SXA17275	EA	1	1		3830.000	3830.000
PUBF1	PUNCH UNIT BF1 S/N DXE32500	EA	1	1		610.000	610.000
SETUP	SETUP	EA	1	1		0.000	0.000
NATTBF15C1120	120/15 CORDED SURGE	EA	1	1		0.000	0.000
I8986	CANON IR8986 COPIER S/N 27Y01308	EA	1	1		12340.000	12340.000
SFINX1	STAPLE FINISHER X1 S/N SXA17271	EA	1	1		3830.000	3830.000
PUBF1	PUNCH UNIT BF1 S/N DXE32510	EA	1	1		610.000	610.000
SETUP	SETUP	EA	1	1		0.000	0.000
NATTBF20C1210	SURGE PROTECTOR	EA	1	1		0.000	0.000
I4925	CANON IRA4925 COPIER S/N 4TK00803	EA	1	1		3450.000	3450.000
ADFC1	ADF-C1 S/N 28A80019	EA	1	1		840.000	840.000
5634C001AA	CABINET TYPE W	EA	1	1		210.000	210.000
G3BH1	G3 FAX BOARD BH1	EA	1	1		630.000	630.000
SETUP	SETUP	EA	1	1		0.000	0.000
NATTBF20C1210	SURGE PROTECTOR	EA	1	1		0.000	0.000

THANK YOU FOR YOUR BUSINESS

Subtotal	38690.000
Total	38690.000

Paid By: Store Charge: $38690.00
Store Charge: $0.00

Signature:______________________ Date: __________

Beginning 1/3/23 a 3% service fee will be added to any credit card charges. All existing customers are eligible for open credit terms net 30 of date of invoice. A late charge of 1.5% for overdue accounts will be assessed. We are happy to assist in setting up an EFT payment option.

Minnesota Exhibit 1, Supplement 3
Authorized Partners(s)

Partners authorized to provide goods or services under this Contract are:

Subcontractor Name and Address	Primary Contact Name and Contact Information
EO Johnson 8400 Stewart Avenue Wausau, WI 54401	Jim Cahill jcahill@eojohnson.com 218-348-3116
Loffler Business Systems, Inc. 1101 East 78th Street Bloomington, MN 55420	Clint Miller Clint.miller@loffler.com 952-925-6800
River Bend Business Products 201 N Victory Drive Mankato, MN 56001	Ben Hansen 507-345-7880 bhansen@riverbendbusiness.com

Minnesota Exhibit 2

The following documents are incorporated by reference into the Contract:

- Attachment 1 - Canon Lease Agreement,
- Attachment 2 - Canon Maintenance Agreement, and
- Attachment 5 - Canon Digital Press Production and Large Format Equipment Master Services Agreement Terms and Conditions.

The State expressly does not incorporate Attachment 3 (Canon Sample MPS Agreement Terms and Conditions) or Attachment 4 (Canon Sample MPS Customer Expectations Document) into this Contract.

The State only agrees to the terms and conditions within the Attachments to the extent permitted by Minnesota law. The State does not agree to any term or condition in these Attachments that is inconsistent or in conflict with this Contract or Minnesota law. Notwithstanding any other term in these Attachments, the Attachments shall not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to the Attachments or afforded to the State by Minnesota law.

Canon
CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

NASPO LEASE AGREEMENT

AGREEMENT NUMBER

CUSTOMER (FULL LEGAL NAME)	DBA		PHONE	
			("Customer")	
BILLING ADDRESS	CITY	COUNTY	STATE	ZIP
EQUIPMENT ADDRESS	CITY	COUNTY	STATE	ZIP

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
			* Plus Applicable Taxes	

TERM	PAYMENT FREQUENCY	TYPE OF LEASE
(in months)	☐Monthly ☐Quarterly ☐Other:	☐ Fair Market Value ☐ Straight Lease ☐ Capital Lease

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

COMMENTS	AUTHORIZED CUSTOMER SIGNATURE	
	By: X	Title:
	Printed Name:	Email Address:
	By: X	Title:
	Printed Name:	Email Address:

ACCEPTANCE CERTIFICATE

Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: Printed Name: Title (if any): Date:

TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this NASPO Lease Agreement ("Agreement").

2. TERM OF AGREEMENT: This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the Commencement Date or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as provided herein, Customer has no right to return the Equipment to CFS.

3. RENEWAL OF LEASE; RETURNS OR PURCHASES OF EQUIPMENT; BUYOUTS: Leases shall not be subject to automatic renewals, except as hereafter provided. With the exception of a Capital Lease arrangement, or unless exercising the purchase option on an FMV Lease, Customer shall return the Equipment at the end of the initial lease term, or at the end of the Renewal Lease Term, or CFS may pick the Equipment up, without any further financial obligations to Customer. <u>FMV Leases</u> Upon expiration of the initial lease term, Customer may do one of the following: (1) Exercise its purchase option, or; (2) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of Customer, or; (3) Return the Equipment to CFS, or have CFS pick the Equipment up. <u>Capital Leases</u> Upon the expiration of the initial lease term, CFS shall provide title to the Equipment to the Customer, or as otherwise determined in a NASPO ValuePoint Participating Addendum ("Participating Addendum"), and Customer shall not be subject to any additional expense in order to assume possession of the Equipment. <u>Straight Leases</u> Upon the expiration of the initial lease term, Customer may do one of the following: (1) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of Customer, or; (2) Return the Equipment to CFS, or have CFS pick the Equipment up. If Customer desires to exercise a purchase, renewal, or return of the Equipment, it shall give CFS at least thirty (30) days written notice prior to the expiration of such lease term. Notwithstanding anything to the contrary, if Customer fails to notify CFS of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the initial lease term shall be terminated on the date as stated in the Order and removal of the Equipment will be mutually arranged, unless otherwise specified in a Participating Addendum. Notwithstanding the foregoing, if Customer fails to notify CFS at least thirty (30) days prior to lease termination of a digital press Production Device and/or Industrial Print Equipment, then the lease will automatically renew on a month-to-month basis until Customer notifies CFS of its intent. In such a case, the automatic renewal term shall not exceed a maximum of 12 monthly payments. At which point in time, CFS will make arrangements to pick up the Equipment from Customer. If Customer does not exercise the purchase or renewal option, it will immediately make the Equipment available to Contractor in as good of condition as when Customer received it, except for ordinary wear and tear. Equipment Payments for renewal terms shall never exceed Master Agreement pricing. If Customer enters into a renewal term, then the Equipment Payment will be subject to the lease rates listed in the most recent Price List(s) posted on the NASPO ValuePoint website. Customers under FMV or Capital Leases shall have a Buyout to Keep Option. Customers under FMV, Capital or Straight Leases shall have a Buyout to Return Option. The Buyout to Return Option price shall be the Remaining Lease Balance (as hereinafter defined). The Buyout to Keep Option shall be the Remaining Lease Balance, less the Fair Market Value (as hereinafter defined). Customer must notify the CFS, in writing, at least thirty (30) days in advance, if it wishes to exercise the Buyout to Keep option on an FMV or Capital Lease. Customer must notify CFS, in writing, at least thirty (30) days in advance, if it wishes to exercise the Buyout to Return option on an FMV, Capital or Straight Lease, and return the Equipment to CFS in good working condition (ordinary wear and tear excepted).

4. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of this Agreement the payments specified under "Number and Amount of Payments" above ("Payments"). Such Payments are comprised of the principal and interest thereon. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.

5. APPLICATION OF PAYMENTS: All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.

6. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

7. NON-APPROPRIATION OF FUNDS: The continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Customer may terminate any such lease or rental agreement, and CFS waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Customer's funding sources are not available.

8. ACCEPTANCE; DELIVERY: Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within five (5) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement.

9. LOCATION; LIENS; NAMES; OFFICES: Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.

10. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

11. RESERVED.

12. MAINTENANCE; ALTERATIONS: Customer shall at all times maintain and keep in effect a service contract, through one of Contractor's Authorized Dealers under the NASPO ValuePoint Master Agreement ("Master Agreement") or by other contractual arrangements, to keep and maintain the Equipment in good working order and to supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

13. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Notwithstanding the generality of the foregoing, Customer shall not be liable for property taxes, which shall be the sole responsibility of CFS.

14. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding $5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; *plus* (ii) the present value of all remaining Payments for the full term of this Agreement; *plus* (iii) except in the case of Capital Leases, the Fair Market Value of the Equipment (as defined herein); *plus* (iv) any applicable taxes, and any expenses, charges or fees which may be payable as otherwise provided herein or in the Master Agreement or the applicable Participating Addendum. For purposes of determining present value, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

15. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to the Customer, except that Customer shall be relieved of all risks of loss or damage to the Equipment during periods of transportation and de-installation. No such loss, theft or damage shall relieve Customer of any obligation with respect to its lease of the Equipment. If any Equipment is lost or stolen, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

16. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer fails to pay any Payment within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date; (b) Any representation or warranty made by Customer in these lease terms or in the Master Agreement is false or incorrect and Customer does not perform any of its obligations under these lease terms or in the Master Agreement, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after CFS has notified Customer; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor's assets; or (e) Customer stops doing business as a going concern or transfers all or substantially all of Customer's assets.

17. REMEDIES: If Customer defaults on a lease, then CFS, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following: (a) Cancel or terminate the Order; (b) Require Customer to immediately pay to Contractor, as compensation for loss of Contractor's bargain and not as a penalty, a sum equal to the Remaining Lease Balance.

18. EXPENSES OF ENFORCEMENT: Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

19. ASSIGNMENT: (i) Customer has no right to sell, transfer, encumber, sublet or assign the Equipment or any lease agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld). (ii) CFS may not sell or assign any portion of CFS' interests in the Equipment or any Order for leases, without notice to Customer even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as CFS assigns to them, but none of CFS' obligations (CFS will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Customer may have against CFS.

20. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. CFS does not have an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. This section survives termination or expiration of the lease term under the applicable Order. The terms of this section are without limitation of Contractor's obligations with respect to Data under the Master Agreement, the applicable Participating Addendum, and the applicable Order.

21. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the applicable Order, in inverse order of maturity, and thereafter shall be refunded. If the lease under any Order is characterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Equipment to secure payment and performance of Customer's obligations under such Order.

22. UCC-ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

23. WAIVER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

24. AUTHORITY AND AUTHORIZATION: Customer represents and agrees that (a) Customer is a state or a political subdivision, institution of higher education, or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

25. GOVERNMENT USE: Customer agrees that the use of the Equipment is essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to the preceding sentence.

Canon

MAINTENANCE AGREEMENT

Related PO / Acquisition Agreement # __________

Authorized Dealer ________________________ **("DEALER")** Order Date: _____ / _____ / ______

Customer ("you"):	Customer Account:	Equipment Location:	Customer Account:
Purchasing Entity:		Purchasing Entity:	
Address:		Address:	
City:	County:	City:	County:
State: Zip:	Phone #:	State: Zip:	Phone #:
Contact:	Fax #:	Contact:	Fax #:
Email:		For each unit of Equipment listed, you shall indicate specific contact and location (if different than above) in the table below or in any Addendum to this Agreement.	

Maintenance Billing Entity	PO Required	Meter Read Collection Options
Base Charge: ☐ Dealer ☐ Canon Financial Services, Inc. ("CFS")	☐ Yes ☐ No	Remote Reporting Software unless noted in table below*
Per Image Charge: ☐ Dealer ☐ Canon Financial Services, Inc. ("CFS")	PO# ____________	

Base Charge Billing Cycle	Initial Term	Coverage Plan
☐ Monthly ☐ Quarterly ☐ Other __________	________ Months (min. 12)	☐ Per Unit ☐ Fleet ☐ Aggregate — If adding the Equipment below to existing an Aggregate, provide either a contract # or serial # under Aggregate.__________

Excess Per Image* Charge Billing Cycle	Price Plan	Consumables Inclusive	Toner Fulfillment Method
☐ Monthly ☐ Quarterly ☐ Other __________	☐ Fixed	☐ Toner ☐ Other__________	Customer order unless noted for Equipment below**

Subject to the terms and conditions of this Agreement, Dealer agrees to service the Equipment listed below or in any Addendum(s) to this Agreement at the charges stated herein or therein. For newly installed Equipment, the Start Date is provided in Paragraph 1 of the Additional Terms and Conditions. The Start Date for previously in place Equipment is ____/____/____.

Model	Serial #	Start Meter B & W	Start Meter Color	Covered Images per unit or Fleet included in Base Charge (All aggregate images should be listed per unit.) B & W	Color	Long Sheet	Per Image Charge in excess of Covered Images B & W	Color	Long Sheet	Base Charge per unit or Fleet	Alt Meter Method*
Contact:				Phone #:			Fax #:		Email:		
Location:								Auto Toner Fulfillment: ☐ **(Requires Remote Software)			
Contact:				Phone #:			Fax #:		Email:		
Location:								Auto Toner Fulfillment: ☐ **(Requires Remote Software)			
Contact:				Phone #:			Fax #:		Email:		
Location:								Auto Toner Fulfillment: ☐ **(Requires Remote Software)			
Contact:				Phone #:			Fax #:		Email:		
Location:								Auto Toner Fulfillment: ☐ **(Requires Remote Software)			

	Subtotal from Supplemental Addendum	
COMMENTS:	Subtotal	
	Tax	
	Total	

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE MAINTENANCE SERVICES SPECIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Customer's Authorized Signature ____

Printed Name ______________________________ Title ______________________ Date ______________

Solicitation Number: RFP-NP-23-001

ADDITIONAL TERMS AND CONDITIONS

#____________

1. **MAINTENANCE / TERM / CHARGES.** DEALER will keep the Equipment in good working order subject to the terms of this Agreement. Maintenance shall include emergency break fix service, routine preventative maintenance, including inspection, adjustment, parts replacement, drums, and cleaning material required for proper Equipment operation. Maintenance shall start on the date (the "Start Date") of installation for newly installed Equipment (inclusive of standard embedded Firmware). Unless otherwise set forth on the Face Page, Service Charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance Base Charge(s) and Per Image Charge(s) as listed on the Face Page (collectively "Service Charges") are billed for full calendar month periods, with Maintenance Base Charge(s) billed in advance and Per Image Charge(s) billed in arrears. Invoices shall be due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Applicable taxes shall be added to the charges. If Aggregate plan is indicated on the Face Page, the Maintenance Base Charge and the Covered Images listed on the Face Page apply to all of the Equipment listed, unless otherwise indicated. When Fleet Plan is indicated on the Face Page, the Maintenance Base Charge and the Covered Images listed Face Page apply to all of the Equipment ordered schedule and other orders referencing Fleet plan for the Equipment. If the Listed Items on the Face Page are added to an existing Fleet Coverage Plan under a previous transaction or contract between you and DEALER, (i) the fleet shall include the equipment listed under the previous order or contract, and all other order schedules or contracts for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous orders or contracts. If the Listed Items on an order are added to an existing Aggregate Coverage Plan under a previous order or contract between you and DEALER, the Covered Images shall apply to all of the Equipment on the Face Page, unless otherwise indicated, plus the listed items under previous order(s) or contract(s), and all other orders or contracts for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. If the Per Unit is indicated in the Equipment Maintenance Information Section on an order, the Maintenance Base Charge and the Covered Images listed in each Section of the Face Page shall apply on a per unit basis for the Equipment listed in that Section. Unless otherwise indicated on the Face Page, you authorize DEALER to use networked features of the Equipment and remote reporting software ("Remote Software") to obtain meter readings, receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement.

2. **HOURS OF OPERATION AND ACCESS TO EQUIPMENT.** Maintenance shall be performed during DEALER's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, excluding DEALER holidays). For all Maintenance service calls outside normal business hours, DEALER shall quote you on an as needed basis, but at no time will pricing exceed what listed in the NASPO ValuePoint Master Agreement Price List(s). You shall give DEALER reasonable and safe access to the Equipment and DEALER shall provide labor or routine, remedial and preventive Maintenance as well as remedial parts. DEALER may terminate its Maintenance obligations for any Equipment you relocate to a site outside DEALER's service territory.

3. **ITEMS NOT COVERED UNDER MAINTENANCE.** Service calls not covered under this maintenance agreement shall be quoted on an as needed basis, but at not time will pricing exceed what is listed in the NASPO ValuePoint Master Agreement ("Master Agreement") Price List(s). The following items are NOT covered under Maintenance unless otherwise set forth on the Face Page: (a) all consumable supply items not provided as part of toner inclusive service, including, without limitation, paper, staples, other media, print heads and puncher dies; (b) repairs resulting from factors other than normal use including, without limitation, any willful act, negligence, abuse, accident, disaster (e.g., effects of water, wind, lightning, etc.) or misuse of the Equipment; (c) repairs due to the use of parts, supplies or software which are not supplied by DEALER and which cause abnormally frequent service calls or service problems; (d) repairs to fix problems resulting from service performed by personnel other than DEALER personnel; (e) repairs due to use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (f) relocation of Equipment including de-installation and re-installation, which is a separate chargeable service, per the pricing in the Master Agreement; (g) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (h) work which you request to be performed outside of DEALER's regular business hours; (i) repair of network/system connection device, except when listed on the Face Page; or (j) repairs due to the use of paper/media not in compliance with manufacturer's published specifications.

4. **CONSUMABLE INCLUSIVE (INCLUDING TONER ABUSE).** Consumable Supplies: All consumables are the property of DEALER until used. Consumables Inclusive Maintenance includes replenishment of toner only (unless other consumables are specified on the Face Page and applicable to the unit of Equipment). Toner is supplied for exclusive use with the unit of Equipment for which it is provided. DEALER may terminate the Maintenance under this Agreement if you use the consumables in a different manner. If your use of consumables exceeds the typical use pattern (as determined solely by DEALER) for these items by more than 10% of the published manufacturer specifications for conventional office image coverage, or should DEALER, in its sole discretion, determine that consumables are being misused in any fashion, DEALER may invoice you for such excess usage and you agree to pay for such improper or excess use, provided that DEALER shall not invoice you for excess toner usage as aforementioned unless and until DEALER has first notified you of the excess toner usage, and until you and DEALER have consulted in good faith in an attempt to identify the reason(s) for the excess toner usage and you have had a reasonable opportunity, if practicable, to rectify the excess toner usage. Consumable Inclusive Maintenance is predicated upon deployment of DEALER's remote reporting software, which may include Auto-Toner Replenishment. If expiration dates are indicated on your consumable containers, you shall use the oldest container(s) first. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain DEALER's property and shall be returned promptly upon termination of Maintenance for the applicable unit of Equipment.

5. **BILLING / METER COLLECTION.** (a.) You agree to provide timely meter readings to DEALER and to comply with the billing procedures designated by DEALER. If DEALER does not receive timely meter readings from you, you agree to pay invoices that reflect DEALER's estimates of meter readings. DEALER reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle. In accordance DEALER's normal procedures and the meter read option selected;.(b.) You agree that DEALER shall be entitled to acquire meter readings using DEALER's remote reporting software, however if it does not communicate with DEALER for any reason, you agree to timely provide manual meter readings.

6. **DEFAULT.** You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. DEALER may withhold service under this Agreement in whole or in part until any delinquent payment is received by DEALER. DEALER may terminate this Agreement in whole or in part upon your default with thirty (30) days notice to you, unless such default is cured by you within the thirty (30) day period. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with DEALER. In the event of your default, DEALER may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges or early termination fees as allowed under the Master Agreement.

7. **LIMITED WARRANY.** All Equipment is provided with a manufacturer's end user limited warranty from Canon U.S.A., Inc. Authorized Dealer is an authorized Canon service dealer and provides warranty service under the Canon U.S.A., Inc. limited warranties. All other Products are provided subject to such end user warranties and license terms as are provided by the manufacturer or developer as packaged or otherwise provided with the Listed Items. Authorized Dealer shall upon your request provide to you copies of all such end user warranties and license. SUCH WARRANTIES, TOGETHER WITH WARRANTIES AS PROVIDED IN THE MASTER AGREEMENT AND THE APPLICBLE NASPO VALUEPOINT PARTICIPATING ADDENDUM, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE PRODUCTS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE PRODUCTS.

8. **LIMITATION OF LIABILITY.** NEITHER AUTHORIZED DEALER NOR CONTRACTOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF AUTHORIZED DEALER OR CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ATTACHMENT 5, DIGITAL PRESS PRODUCTION AND LARGE FORMAT EQUIPMENT MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

This Attachment includes additional terms and conditions that apply to Maintenance Agreements for Purchasing Entities (referred to as "Customer" herein) for Canon Production Equipment and Large Format Equipment (referred to as "Equipment" herein). In the event of a conflict between the Canon Maintenance Terms and Conditions set forth in Attachment 2 and the terms and conditions in this Attachment 5, the terms and conditions in this Attachment 5 shall govern.

1. Installation and Site Preparation

1.1 Authorized Dealer shall install the Equipment at the location identified on the applicable Schedule ("Equipment Location"). Installation shall be deemed complete when the Equipment has been installed and is ready for commercial operation. Customer shall furnish a suitable installation site in accordance with Authorized Dealer's power, environmental, and other requirements. All site preparation, including appropriate space requirements, electrical wiring, air conditioning, required venting or special duct work and necessary permits or approvals, is Customer's responsibility.

1.2 For Software installed at a Customer location, installation shall be determined complete when the Software has been installed and is ready for commercial operation. For all of the Software, installation shall be deemed complete when Customer is provided instructions on how to access and/or download the Software.

2. Supplies

Customer is entitled to the amount of toner/supplies which, on average, covers six percent (6%) of the letter size media unless another coverage rate is specified in an Order. Unless otherwise agreed to in an Order, for cutsheet color products, Customer is entitled to the amount of toner/supplies which, on average, covers ten percent (10%) of the letter size media per color (black counts as a color). Unless specifically agreed to in an Order, supplies do not include staples. Reconciliation for overuse of toner/supplies shall be invoiced to and paid by Customer at the rates in effect at the time of such reconciliation, and will be calculated based on coverage/use.

3. Maintenance

3.1 Equipment Support: Authorized Dealer shall provide Customer: (a) Authorized Dealer's standard preventive maintenance services ("PM's"), including labor and replacement parts to be provided Monday – Friday during Authorized Dealer's standard business hours (the length and frequency of periods of time required for preventive maintenance will be determined by Authorized Dealer); (b) corrective maintenance coverage as indicated on the applicable Schedule, including labor and replacement parts (service on Authorized Dealer holidays is available with advance notice to Authorized Dealer and Authorized Dealer shall bill Customer at its then current hourly rates for holiday service) provided that repairs can be performed in the field; and (c) engineering changes, including safety changes, deemed necessary by Authorized Dealer. Preventive maintenance includes testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications. PM's performed on weekends, holidays or between 5PM and 8:00AM (at Customer's request) will be billed at Authorized Dealer's holiday rates according to the Master Agreement Price Lists. If Customer refuses to permit installation of a safety change or removes one already installed, Authorized Dealer may discontinue maintenance support services for all Equipment until the hazard has been corrected. All defective parts removed during maintenance shall become the property of Authorized Dealer. Parts used for repair may be used or remanufactured in accordance with manufacturer's specifications. The Equipment may contain software that allows Authorized Dealer to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes Authorized Dealer to use the Remote Software to (i) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS (or other) protocol and (ii) store and analyze such data solely for Authorized Dealer's own purposes related to servicing the Equipment and for product improvement.

3.2 Customer shall: (a) provide Authorized Dealer full, free and safe access, subject to Customer's safety and security regulations, to the Equipment for performance of maintenance as deemed necessary by Authorized Dealer; (b) allow Authorized Dealer to store reasonable quantities of maintenance equipment and/or parts on Customer's premises; (c) provide a suitable environment for the Equipment in accordance with manufacturer's environmental requirements; and (d) inform Authorized Dealer promptly of any operating problems

3.3 Remote Help Desk Support (applicable to cut sheet printers and Software under 5x8 service coverage). If Customer purchases "Remote Help Desk Support", then the following terms are applicable:

(a) Authorized Dealer provides Remote Help Desk Support via telephone, to access Authorized Dealer Support Specialists for operator questions, installation support, explanation of maintained software features and functionality, network connectivity questions, and other support issues ("Remote Support"). Remote Support is available Monday – Friday 8:00AM to 8:00PM EST, excluding holidays. By purchasing Remote Support, Customer has unlimited access to the help desk.

(b) Authorized Dealer will provide Remote Support to those Customer employees who have been issued an ID code providing email/telephone access to the Authorized Dealer Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.

3.4 Services for Additional Charge

(a) The services listed in this Section are not included as part of Authorized Dealer's remedial or preventive maintenance services: Services for repair of Equipment (including the inkjet heads in Authorized Dealer's printers or the fuser rollers in Authorized Dealer's continuous feed printers) or replacement of parts (including the inkjet heads in Authorized Dealer's printers or the fuser rollers in Authorized Dealer's continuous feed printers) caused or made necessary, in Authorized Dealer's reasonable discretion, in whole or in part, by: (i) Customer's failure to continually provide a suitable environment in accordance with Authorized Dealer's requirements; (ii) neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with Authorized Dealer's or manufacturer's operating instructions or within manufacturer's specifications; (iii) accident, disaster, including effects of water, wind, lightning, or transportation; terrorism, vandalism or burglary; (d) alterations of Equipment, including any deviation from Equipment design, unless previously authorized in writing by Authorized Dealer; (iv) attachment(s) to the Equipment, including connection of devices not supplied by Authorized Dealer, which cause the Equipment to malfunction, unless previously authorized in writing by Authorized Dealer; (v) Customer's failure to perform or its failure to correctly perform the normal duties of Customer's operators; (vi) the use of any non-Authorized Dealer parts, toner, developer or inks; (vii) the use of forms not in compliance with Authorized Dealer's paper specifications; (viii) maintenance or repair services performed by Customer or a third party without written authorization from Authorized Dealer; or (ix) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by Authorized Dealer. If in Authorized Dealer's reasonable discretion, Equipment has been rendered un-repairable, then Authorized Dealer may refuse to render services under this Agreement and may terminate the appropriate Schedule.

(b) If repairs or replacements as set forth above are needed due to the causes listed in (a) above, Authorized Dealer's prices to provide any such repair or replacement will: (i) use the published hourly NASPO ValuePoint Master Agreement service rates and minimum charges for the service time, which includes travel and waiting time; (ii) use the current parts and material prices; and (iii) travel expenses. All repairs will be governed by the terms of this

Agreement, however, Authorized Dealer reserves the right to decline to perform such services.

(c) Authorized Dealer may withdraw any item of Equipment from maintenance coverage (i) if such Equipment has been removed from the Equipment Location and Authorized Dealer does not offer maintenance services at the new Equipment location; or (ii) if Authorized Dealer declares end of life for such Equipment, and then only with at least ninety (90) days prior written notice. Customer shall pay monthly service charges up to the date of termination. For any prepaid amounts, Authorized Dealer shall refund or credit the pro rata amount of the remaining term from the effective date of termination.