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Participating Addendum
#23PSX0022

This Participating Addendum ("Participating Addendum" or "Contract") is made by and between the State of Connecticut acting by its Department of Administrative Services ("DAS" or "Participating Entity"), in accordance with sections 4a-2, 4d-2 and 4a-53 of the Connecticut General Statutes, and Canon U.S.A., Inc. ("Contractor").

The Contractor and DAS agree as follows:

1. DAS and the Contractor shall be bound by the terms of a certain National Association of State Procurement Officials ("NASPO") Master Agreement Number 187646 entered into between the Contractor and State of Colorado, dated August 1, 2024 (the "Master Agreement") for the purchase of Multi-Function Devices and Related Software, Services, and Cloud Solutions.

2. The Master Agreement, attached to this Participating Addendum as Exhibit 1 and as modified by this Participating Addendum, binds DAS and Contractor, but only for purposes of enabling DAS to contract for Multi-Function Devices and Related Software, Services and Cloud Solutions from Contractor.

3. The Contractor and DAS are not bound to any modifications to the Master Agreement dated after the date of this Participating Addendum that the parties have not mutually agreed to in writing.

4. For purposes of this Participating Addendum, references to the Lead State in the Master Agreement that are intended to be obligations of the Participating Entity, shall be interpreted to mean DAS. To the extent references to the Lead State in the Master Agreement are obligations of the State of Colorado, said references shall not be interpreted to mean DAS.

5. Order of Precedence:

   A. This Contract and the Master Agreement shall be read to be consistent and complementary. Any ambiguity, conflict or inconsistency between them shall be resolved by giving priority to this Contract.

   B. To the extent that any provisions in the Master Agreement inclusive of its exhibits and attachments and this Contract address the same or substantially the same subject matter, the provisions in this Contract, inclusive of its exhibits (other than Exhibit 1 (Master Agreement or any of its exhibits, schedules or attachments) and Exhibit 3 (consisting of Attachment 1, Attachment 2 and Attachment 3, Canon Attachments), shall prevail and replace, in their entirety, the provisions in the Master Agreement addressing the same or substantially the same subject matter. To the extent any provisions in the Master Agreement are titled the same or similarly titled as a provision

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

C. All terms listed or referenced in any solicitation documents or in the Contractor's response to any solicitation documents are excluded from this Contract.

D. All other terms in the Master Agreement not specifically deleted or modified remain in full force and effect as to the Contractor, DAS and the Client Agency.

6. Administrative Fees

A. Each quarter, Contractor shall submit a check payable to "Treasurer, State of Connecticut" to Participating State for the calculated amount equal to one percent (1%) of the total sales for the quarterly period ("Administrative Fee") in accordance with the schedule in Section 6(B) below. Contractor shall include the contract number for this Participating Addendum, 23PSX0022, the calendar quarter for which each check is written and the NASPO ValuePoint Master Agreement Number, 187646, on each check.

B. Payment of the Administrative Fee is due irrespective of payment status on orders or service contracts for a Purchasing Entity. Failure to submit the quarterly Administrative Fee on a timely basis will constitute a Breach. Payments are due as follows:

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

7. Quarterly Usage Reporting

A. Contractor shall submit quarterly reports to the DAS contract administrator for all Purchasing Entity purchases or service contracts executed for the quarterly period including the following information: Date, ordering agency name, Purchasing Entity name, invoice no., purchase order no., Contract line item(s) no., Manufacturer, item description, unit of measure, quantity, Contractor unit price and Contract discount (if applicable).

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B. Quarterly reports are due even when there are no sales or purchase orders. Any quarterly report that does not include the information above will be deemed incomplete. Quarterly reports are due as follows:

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

8. Installation shall include all Equipment, software, network connections and Accessories. The Equipment, inclusive of software, network connections and Accessories, shall be fully operational within 24 hours of Participating Entity's receipt of delivery of all Equipment.

9. Click rate charges for scanning are not permitted.

10. **Attachment 1, Attachment 2, Attachment 3, Attachment 4** and **Attachment 5** of the **Master Agreement** are deleted in their entirety and replaced with **Exhibit 3** (consisting of Attachment 1, Attachment 2 and Attachment 3, Canon Attachments) to this Participating Addendum.

11. The following sections and attachments of the Master Agreement are deleted or modified as follows:

A. Subsection **6.2. Payment** of Section **VI. Pricing, Payment & Leasing**, is deleted in its entirety and the following is substituted in its place:

"**6.2. Payment**. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within forty-five (45) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge."

B. Subsections **7.11.** and **7.14.** of Section **VII. Ordering** are deleted in their entirety.

C. Subsection **A.6. Remanufactured and Refurbished Equipment** of Section **II. Master Agreement Deliverables** of **Exhibit A (Statement of Work)** is deleted in its entirety.

D. Subsection **A.7.6.c** of Section **II** of **Exhibit A (Statement of Work)** is deleted in its entirety and the following is substituted in its place: "All Equipment shall be updated to contain the

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

E. The sentence "Contractor may elect to include property tax in their lease rates, or they may bill the Purchasing Entity separately for property tax." In Subsection **C.1** of Section **III. Purchase and Lease Programs** of **Exhibit A (Statement of Work)** is deleted in its entirety and the following substituted in its place: "Contractor may elect to include property tax in their lease rates."

F. The sentence "If a Purchasing Entity wants to cancel their 12-month Renewal Term early, then early termination fees shall apply, and will be equivalent to the remaining stream of equipment payments only (i.e., less maintenance)," in Subsection **D.14** of Section **III** of **Exhibit A (Statement of Work)**, is deleted in its entirety.

G. **Subsection A.2.1.a. of Section IV of Exhibit A (Statement of Work),** the sentence "The delivery method selected for each Device will be at Contractor's sole discretion is deleted in its entirety and the following is substituted in its place: "The delivery method selected for each Device will be mutually agreed upon by the Purchasing Entity and the Contractor."

H. Subsection **A.2.6.b.i)** of Section **IV of Exhibit A (Statement of Work)** is deleted in its entirety and the following is substituted in its place: "If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days."

I. Subsection **A.2.6.c**. of Section **IV of Exhibit A (Statement of Work)** is deleted in its entirety.

J. Subsection **D.3** of Section **IV** of **Exhibit A (Statement of Work)**, inclusive of **3.1** through **3.4**, is deleted in its entirety.

K. Subsection **F.5.1** of Section **IV** of **Exhibit A (Statement of Work)** is deleted in its entirety and the following is substituted in its place: "Contractor shall ensure that all hard drive data is cleansed and purged from the device at the end of its Useful Life, or when any hard drive is repossessed by Contractor, or".

12. The Contractor shall comply with the Connecticut Standard Terms, which are attached as Exhibit 2.

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13. The Contractor shall comply with the Service Level and Maintenance and Support Agreement attached as Exhibit 4.

14. To the extent that DAS or the Client Agency fails to meet its obligations under this Participating Addendum, the Contractor's exclusive remedies will be to seek redress in accordance with applicable Connecticut law, including the claims commissioner process set forth in Chapter 53 of the Connecticut General Statutes concerning claims against the State.

15. Nothing in the Master Agreement as modified by this Participating Addendum shall be construed as a modification, compromise or waiver by DAS or the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State of Connecticut or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Master Agreement as modified by this Participating Addendum . To the extent that this section conflicts with any other section in the Master Agreement, this section shall govern.

16. Any Purchasing Entity or Client Agency may issue purchase orders against this Participating Addendum. "Purchasing Entity" or "Client Agency" means any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in the State of Connecticut and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Participating Addendum.

17. Primary Contacts

Participating Entity

Name: State of Connecticut, Department of Administrative Services, Procurement Division
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Contact: Nora Sinkfield
Telephone: 860-713-5080
Email: nora.sinkfield@ct.gov

Contractor:

Name: Canon U.S.A., Inc.
Address: One Canon Park, Melville, NY 11747
Contact: Samantha Owens
Telephone: 631-330-2754
Email: sowens@cusa.canon.com

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18. Orders

Any order placed by a Client Agency shall be deemed to be a sale under and governed by the prices and terms of Exhibit 1, Master Agreement and this Participating Addendum.

Client Agencies shall include the references to “Master Agreement No.187646” and “DAS Contract No.23PSX0022” in all Purchase Orders.

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Participating Addendum
#23PSX0022

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

Canon U.S.A., Inc.

By: DocuSigned by: Mason Olds 4B616C4FF5E14C3...
Printed Name: Mason Olds
Title: EVP

Date: 8/28/2025

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: Patrick DeConti
Printed Name: Patrick DeConti
Title: Contract Team Lead
Date: 9/8/2025

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

BY: Jeffrey Zeman Digitally signed by Jeffrey Zeman Date: 2025.09.10 16:44:32 -04'00'

Name: Jeffrey Zeman
Title: Assistant Attorney General
Date:

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NASPO ValuePoint Master Agreement Terms and Conditions

For Multi-Function Devices and Related Software, Services and Cloud Solutions

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

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

And

Canon U.S.A., Inc.
One Canon Park
Melville, NY 11747

Master Agreement Number: _187646_____

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MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **A3 MFD** - A Multi-function Device which is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.

1.2 **A4 MFD –** A Multi-function Device which is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.

1.3 **Acceptance** - A written notice from a Purchasing Entity to Contractor advising Contractor that the Device has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor, as set forth in Section IX of this Master Agreement.

1.4 **Accessory –** A compatible item that is added to the Base Unit to enhance its capabilities and functions.

1.5 **Attachment –** Contractor's Supplemental Documents which consist of the following:

1.5.1 Attachment 1 – Canon Lease Agreement

1.5.2 Attachment 2 – Canon Maintenance Agreement

1.5.3 Attachment 3 – Canon Sample MPS Agreement Terms and Conditions

1.5.4 Attachment 4 – Canon Sample MPS Customer Expectations Document

1.5.5 Attachment 5 – Canon Digital Press Production and Large Format Equipment Master Services Agreement Terms and Conditions

1.6 **Authorized Dealer –** The Manufacturer's authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Manufacturer to sell the Manufacturer's Products, and perform machine installation and maintenance on Devices offered by the Manufacturer. A Purchasing Entity must be able to, at a minimum, visit the sales and service center to view and test Device.

1.7 **Base Unit** - The copier, printer, Scanner, Large/Wide Format and Production Devices that include all standard Accessories and parts and excludes optional Accessories and/or software.

1.8 **Blended Rate** - A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.

1.9 **Bronze Standard** - Devices which meet less than 50% of the 28 optional EPEAT criteria.

1.10 **Business Day –** Any day other than Saturday, Sunday, or a legal holiday.

1.11 **Buyout to Keep** - The early termination option on an FMV or Capital Lease that involves the acquisition of the Device by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Device Payments.

1.12 **Buyout to Return** - The early termination option on an FMV, Capital or Straight Lease that involves the return of the Device by the Purchasing Entity to Contractor, in good working

condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Device Payments.

1.13 **Capital Lease** - For the purposes of this Master Agreement, a Capital Lease shall also be referred to as a $1 Buyout Lease and title of the Device will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership. However, it will be at the discretion of the Participating State or Entity as to whether other criteria will also be considered, such as a bargain purchase option, a lease term longer than 75% of the estimated economic life of the Device, or the present value of the lease payments is greater than 90% of the fair market value of the Device at the beginning of the Initial Lease Term, or any other legal requirements relating to a Capital Lease.

1.14 **Ceiling Pricing** - Pricing that is established as a "not-to-exceed" amount; the maximum price Contractor may charge for Products, Services, and Supplies.

1.15 **Contractor** - A party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.16 **Coterminous** - Two or more leases that end at the same time. The original lease payment is modified to reflect the addition of a new Device or Accessory. The original term of the lease is not modified as a result of a Coterminous addition.

1.17 **Deliverable** - A Product, Service, solution, result, labor, or other effort being sought through this RFP.

1.18 **Device** - The Base Unit, either with or without optional Accessories and/or software. May also be referred to as "Equipment."

1.19 **Device Downtime** - The period of time that a Device is not operational and is waiting for Service to be completed.

1.20 **Device Payment** - The Device portion of the payment, less any Service, Supplies, and maintenance.

1.21 **Device Trade-In** - An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity's owned Device, often for a discounted amount.

1.22 **Device Upgrade or Downgrade** - A replacement of the Purchasing Entity's existing leased Device, with a different Device, of either greater or lesser value. A new lease is then originated for the new Device, with the remaining lease payments on the old Device wrapped into it. The old lease is closed out, and the Device is returned to Contractor.

1.23 **Electronic Product Environmental Assessment Tool (EPEAT)** - A tool which evaluates and selects Device according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Device, as amended.

1.24 **Embedded Software** - One or more software applications which permanently reside on a computing Device.

1.25 **Energy Star** - The U.S. Environmental Protection Agency's standard for energy efficiency.

1.26 **Fair Market Value (FMV) Lease** - A lease in which the Purchasing Entity can either 1) Take title to the Device at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Device, or 3) Return the Device to Contractor at the end of the Initial Lease Term.

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1.27 **Free on Board (FOB) Destination** - Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity's specified location.

1.28 **Group** - The classification for the different types of Devices solicited in this RFP. Groups are determined by the Devices primary functions and/or capabilities.

1.29 **Initial Lease Term** - The length of time (i.e. 12, 18, 24, 36, 48, or 60 months) that a Purchasing Entity enters into a lease agreement.

1.30 **Intellectual Property** - Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.31 **Large/Wide Format Equipment** - A Device that prints on a large paper via a variety of output options.

1.32 **Lead State -** The State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.33 **Legacy Device –** A Device that was purchased, leased, or rented either under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.

1.34 **Maintenance Agreement** - An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased, leased or rented Devices.

1.35 **Managed Print Services (MPS)** - The management, service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.

1.36 **Manufacturer** - A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Device. Also referred to as Contractor.

1.37 **Manufacturer's Suggested Retail Price (MSRP)** - The list price or recommended retail price of a Product in which the Manufacturer recommends that the retailer sell the Product.

1.38 **Master Agreement** - The underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.39 **Multi-function Device (MFD)** - A Device which incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.

1.40 **NASPO ValuePoint** - A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.41 **Newly Manufactured** - Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.

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1.42 **Normal Business Hours –** Defined as the hours between 8AM and 5PM, Monday through Friday, holidays excluded.

1.43 **Not Specifically Priced (NSP)** - NSP items enhance or compliment the Device but are not listed in the Master Agreement Price List(s). NSP's may include Coin-Op equipment, empowering software etc.

1.44 **OEM –** The Original Equipment Manufacturer.

1.45 **Order** - Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement, etc. used by a Purchasing Entity to order the Products and Services.

1.46 **Participating Addendum –** A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.47 **Participating Entity -** A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.48 **Participating State** - A state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.49 **Power Filter** - An electronic filter which is placed between an external power line and a Device for the purpose of removing frequencies or electromagnetic interference.

1.50 **Preventative Maintenance** - The servicing of a Device for the purpose of maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.

1.51 **Private Label** - Devices that are manufactured by one company and sold under a retailer's brand name.

1.52 **Production Device** - A high-speed, high-quality printing Device that typically has advanced finishing functionality.

1.53 **Product –** Devices, Accessories, parts, software, and/or Supplies provided by Contractor pursuant to the Master Agreement.

1.54 **Published Price –** The price that is posted on the Manufacturer's website or in their pricing literature (e.g. not the Master Agreement contract price).

1.55 **Purchasing Entity** - A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.56 **Refurbished** - A Device which has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. For the purpose of this RFP and resulting Master Agreement(s), Refurbished Device shall not have more than 750,000 original copies on it. In addition, Refurbished Device must only contain OEM parts. Refurbished Device must be certified by the Manufacturer.

1.57 **Remanufactured** - The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will

operate like a new Device. Remanufactured Device must be certified by the Manufacturer.

1.58 **Renewal Term** - A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Device, or the Useful Life of the Device. Capital Leases are excluded from going into renewal.

1.59 **Response Time** - The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.

1.60 **Scanner** - A Device that scans documents and converts it into digital data.

1.61 **Segment** - The various speeds that Devices are categorized by.

1.62 **Services –** The labor required to be performed by Contractor pursuant to the Master Agreement or an Order. Services may include, but are not limited to, maintenance, MPS and software installation.

1.63 **Service Base Location** - The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.

1.64 **Service Call** - An on-site Service technician visit due to Device error or malfunction.

1.65 **Single-function Printer** - An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.

1.66 **Straight Lease** - A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.

1.67 **Supplemental Documents –** With the exception of software, end-user and click-wrap agreements, Contractor's Supplemental Documents are the only authorized documents under this Master Agreement and are attached hereto as Attachments.

1.68 **Supplies** - Consumable items that gets used up or are discarded once used, such as ink cartridges.

1.69 **Third Party –** A person or entity that may be directly involved, but is not a principal to an arrangement, contract, deal, lawsuit, or transaction.

1.70 **Total Monthly Payment** - The Device portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.

1.71 **Useful Life** - Period during which a Device is expected to be usable for the purpose in which it was manufactured.

II. Parties and Term of the Master Agreement

2.1 **Parties.** This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and Canon U.S.A., Inc. (hereinafter called "Contractor"), for the procurement of A3 MFD's, A4 MFD's, Production Equipment, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Consumable Supplies, Managed Print Services, Software Related Services (including cloud-based offerings and web-based fleet management tools), Standalone Production Devices, Industrial Print Equipment, and Specialty Printers as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State agree to the terms and conditions contained herein.

2.2 Initial Term. The initial term of this Master Agreement is for two (2) years, with an effective date of August 1, 2024. The term of this Master Agreement may be amended beyond the initial term for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.

2.3 Amendment Limitations. The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

III. Order of Precedence

3.1 Order. This Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all Exhibits;

3.1.3 An Order issued against the Master Agreement;

3.1.4 The Solicitation, RFP-NP-23-001, Multi-Function Devices and Related Software, Services and Cloud Solutions;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and

3.1.6 Contractor's Supplemental Documents, which are included as Attachments.

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement, nor will it include Products and Services not awarded under the Master Agreement.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing

Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 Eligibility for a Participating Addendum. Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 Prohibition on Resale. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

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

5.2 Administrative Fees

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

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

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

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

5.2.1.2.2 Leased Equipment: Contractor may report sales according to the Purchased Equipment methodology described above, or they may report the actual amount invoiced (less any taxes) for the lease during the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as "Life Cycle Service and Supplies," or an actual amount and identified as "Usage Based

Service and Supplies." Thus, in the Contractor's Detailed Sales Report, for each item leased or rented, there will be two-line items: one for the invoice amount to the customer for the Equipment, and one for the Life Cycle or Usage Based Service and Supplies. The amount reflected for the Life Cycle Service and Supplies must be equal to the amount of the invoiced Equipment.

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

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

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

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

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and

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

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

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

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

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

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

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

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

shall provide a copy of any such provisions.

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

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

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

VI. Pricing, Payment & Leasing

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

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

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

6.1.3 Price Lists received after the 1st day of the new quarter may not be approved for up to thirty (30) days following submission. In addition, errors in Contractor Price Lists may delay the approval process further.

6.1.4 Contractor may update their lease rates once per quarter by providing the Lead State with documentation regarding said rate changes. Updates to lease rates will not be permitted until 8/1/2025.

6.1.5 Pricing shall remain firm during the first twelve (12) months of the Master Agreement (e.g. 8/1/2024 – 7/31/2025). Contractor may then update their pricing

once per calendar year. All requested price increases must be sent to the Lead State and include documentation from Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State's sole discretion to determine if the requested increase has a direct correlation to the Deliverables being offered under the Master Agreement. Price increases shall be allowed for all Products and all Services, including rate and fee structures on maintenance plans.

6.1.6 All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated. Contractor is not permitted to send Price List updates directly to NASPO ValuePoint.

6.1.7 All inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown which enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in the Master Agreement.

6.1.8 Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity of special state-wide promotional discounts.

6.1.9 No retroactive adjustments to prices or rates will be allowed.

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. **Exhibit A, Statement of Work**, contains Leasing provisions; however, it shall be at the discretion of each Participating State or Entity to accept these terms, reject these terms, or further negotiate the terms with the Contractor, as long as those negotiations don't fall outside the original scope of the RFP or the Master Agreement.

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

VII. Ordering

7.1 **Order Numbers.** Purchase Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and

policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 **Ordering and Invoicing Specifications.** At the discretion of the Participating State or Entity, all Orders pursuant to this Master Agreement, may contain the following:

7.6.1 Name of Purchasing Entity;

7.6.2 The name, phone number, and address of Purchasing Entity representative;

7.6.3 Order date;

7.6.4 Description of the Product and/or Service ordered;

7.6.5 Model number;

7.6.6 Price;

7.6.7 The Master Agreement number; and

7.6.8 Any additional information required by the Participating State or Entity.

7.7 Contractor shall have the ability to accept procurement credit cards, and will not assess any additional charges or fees for processing payments via this method.

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7.8 At the discretion of the Participating State or Entity, Contractor shall have the ability to provide a centralized billing option.

7.9 Authorized Dealers shall have the ability to invoice a Purchasing Entity directly, unless otherwise specified by a Participating State or Entity.

7.10 With the exception of drop-shipped items, Contractor and/or Authorized Dealers shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per **Section IX.**

7.11 Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or $200.00, unless otherwise specified in a Participating Addendum.

7.12 Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.

7.13 All software Orders shall reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.

7.14 Contractor, Third-Party leasing companies, and/or Authorized Dealers may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.

7.15 Contractor and/or Authorized Dealers shall have a process in place for resolving disputed invoices, including escalation procedures. In addition, Contractor and/or Authorized Dealers shall have a process in place for issuing refunds or credits due to invoicing errors, as well as over-payments and Product returns.

7.16 Internet-based Portal and Electronic Catalogs. If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:

7.16.1 The internet-based portal or electronic catalog shall clearly designate that the Products are part of the NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;

7.16.2 All Environmentally Preferable Products (EPP) shall be clearly listed;

7.16.3 If Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;

7.16.4 All information made available through the Participating State or Entity's eCommerce system is accurate and complies with the Master Agreement and the Participating Addendum; and

7.16.5 Paper catalogs or other digital media catalogs must be supplied to the Participating State or Entity upon request.

7.17 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.18 **Substitutions.** If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's

request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on the Contractor's Master Agreement Price List.

7.19 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

7.20 Supplemental Documents. All Attachments to this Master Agreement have been reviewed and negotiated by the Lead State only to the extent that they comply with the terms and conditions of RFP-NP-23-001 as well as this Master Agreement. Participating States and Entities are still advised however, to review each Supplemental Document and negotiate the terms and conditions further with Contractor if necessary. It shall be at the discretion of Contractor and Purchasing Entity to determine which Supplemental Documents are appropriate for each Order type. With the exception of End User License Agreements (EULA's), clickwrap agreements, and any third party software agreements, which have not been reviewed or negotiated by the Lead State, nor are they attached to this Master Agreement, only the Supplemental Documents attached to this Master Agreement are permitted to be used for any Order placed.

VIII. Shipping and Delivery

8.1 Shipping Terms. With the exception of Group C and Sub-Groups C1 and C2 Devices, all Products must be shipped F.O.B. destination, standard freight pre-paid by the Contractor, to the Purchasing Entity's specified location, unless otherwise indicated in a Participating Addendum. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until the Purchasing Entity has taken possession of the Device, at which point responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 Available Products. Devices that are in-stock or otherwise not subject to supply-chain shortages or issues, shall be delivered within thirty (30) calendar days after receipt of Order, unless otherwise specified by the Purchasing Entity.

8.3 Required Updates. Contractor shall provide a minimum of semi-monthly updates to the Purchasing Entity regarding the status of all Devices that are, or will be expected to go, on backorder.

8.4 Software Installation. Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.

8.5 Delivery Days and Receiving Hours. All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State. The Purchasing Entity shall not be responsible for any additional charges should the Contractor fail to observe specific delivery days and receiving hours. The delivery days and delivery hours shall be established by each individual Purchasing Entity upon Order placement.

8.6 Inside Deliveries. All deliveries, with the exception of drop-shipped or desktop Devices,

shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

8.7 **Packaging.** Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

IX. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 **Applicability.** Unless otherwise specified in the Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 With the exception of drop-shipped Devices, Purchasing Entity shall confirm delivery, installation and Acceptance of all Devices covered by each purchase or lease Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in **Exhibit B, Sample D&A Certificate**, which shows Acceptance of the Device(s) and allows Contractor to invoice for the Device(s).

9.4 Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Device is installed, or as otherwise stated in a Participating Addendum.

9.5 Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Devices are put to use. Acceptance of such Devices may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Devices(s) rejected and returned, or for which Acceptance is revoked.

9.6 **Inspection.** All Devices are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.6.1 Devices that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.6.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Device

rejected and returned, or for which Acceptance is revoked.

9.7 Failure to Conform. If any Services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of Services performed.

9.8 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Device meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.8.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Device is delivered or, if installed by Contractor, the day after the Device is installed and Contractor certifies that the Device is ready for Acceptance Testing.

9.8.2 If the Device does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.8.3 Upon rejection, the Contractor will have thirty (30) calendar days to cure. If after the cure period, the Device still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Device from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.8.4 Contractor shall pay all costs related to the preparation and shipping of Device returned pursuant to the section.

9.8.5 No Device will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

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

10.2 The warranty period shall begin upon Acceptance of the Device, and shall be for a minimum of ninety (90) days for purchase and leased Devices. This warranty shall be extended to all Devices acquired under the Master Agreement, including Remanufactured and/or Refurbished Devices.

10.3 Devices that are sold under the resulting Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.

10.4 Devices shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.

10.5 If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractor obligations shall be limited solely to the repair or replacement of Devices proven to be defective upon inspection.

10.6 Replacement of Devices shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.

10.7 Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.

10.8 Upon significant failure of a Device, the warranty period shall commence again for a minimum of ninety (90) days. Significant failure shall be determined by the Participating State.

10.9 Contractor warranty obligations shall not apply if:

10.9.1 The Device is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;

10.9.2 If a defective or non-authorized Accessory, Supply, software, or part is attached to, or used in the Device; and

10.9.3 The Device is relocated to any place where Contractor Services are not available.

10.10 Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.

10.11 It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.

10.12 Lemon Clause

10.12.1 This clause shall apply to all Devices that are purchased, leased, or rented under the Contractor's Master Agreement.

10.12.2 This clause shall not apply if **(a)** Supplies or parts are used in the Devices that were not manufactured, provided, or authorized by the Contractor, **(b)** Service was provided by someone other than Contractor or their Authorized Dealer, or **(c)** The Device has been subject to abuse or neglect by Purchasing Entity.

10.12.3 The application period is thirty-six (36) months from the date of Acceptance.

10.12.4 This clause shall take precedence over any other warranty or Services clauses associated with the Contractor's Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.

10.12.5 A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.

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

10.13 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

XI. Equipment Title

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

11.1.1 Purchasing Entity up-front purchase of the Device;

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

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

11.1.4 Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.

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

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

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

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

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

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

12.2.1.2 specified by the Contractor to work with the Product;

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

the same function, or;

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

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

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

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

XIII. Insurance

13.1 Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and/or maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.

13.2 Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, for each of the following categories. Contractor assumes responsibility for the payment of any deductible on the below policies.

13.2.1 **Commercial General Liability** covering premises operations, Independent Contractors, Products and completed operations, contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence, $2 million general aggregate, $2 million Products and completed operations aggregate and $50,000 and any one fire. These limits may be satisfied through a combination of primary and Umbrella/Excess. Canon will use its umbrella policy to satisfy claims in excess of the $2,000,000 aggregate.

13.2.2 **Cyber Liability** covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity

theft) with minimum limits of not less than $1,000,000 per claim and $2,000,000 aggregate.

13.2.3 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.2.4 **Automobile Liability** covering any auto (including owned, hired and non-owned), with a minimum limit of $1,000,000 each accident combined single limit.

13.3 Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that the insurer not revoke them until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

13.4 Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:

13.4.1 Names and/or includes the Participating States identified in the Request for Proposal as additional insured's, and;

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

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

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

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

13.8 **Participating Entities.** Contractor shall provide to Participating States and Participating

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

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

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

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or

would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

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

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

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

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

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

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

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

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

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

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

14.3 Assignment/Subcontracts

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

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

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

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

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

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

14.8 Defaults and Remedies

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

14.8.1.1 Nonperformance of contractual requirements;

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

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

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

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

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach

of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

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

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

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

14.11 No Waiver of Sovereign Immunity

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

otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The laws of the Lead State shall govern the construction and effect of this Master Agreement. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

14.12.2 The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

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

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

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT

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

CONTRACTOR **Canon U.S.A., Inc.**	STATE OF COLORADO **Jared S. Polis, Governor** Department of Personnel & Administration State Purchasing & Contracts Office Tony Gherardini, Executive Director
By: Sam Yoshida Title: EVP & GM By: DocuSigned by: 5CD530DDE6D2461... *Signature	By: DocuSigned by: John Chapman EF45AFDEB51E414... John Chapman, State Purchasing Manager
Date: 11/28/2023	Date: 11/30/2023

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Nathan Stanley 0885B090CC1A43A...

Date: 11/30/2023

EXHIBIT A – STATEMENT OF WORK

I. Product Overview

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

1. Primary Products and Services:

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

2. Ancillary Products and Services:

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

B. Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in **section II.B.3**.

C. Contractor may only offer Devices that meet the minimum requirements as outlined in **section II.A.**

D. Any Products added to the Master Agreement throughout the term of the Contract must be discounted according to the proposed discount for the appropriate Segment or as specified in **section II.A.4.**

E. Contractor may provide MPS under any Group they offer under this Contract. However, MPS may not be provided on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless Contractor has a written agreement with the Manufacturer to do so.

F. Contractor may add, remove or modify Products and Services on their Price Lists **once per**

calendar month, beginning in September 2024. Modifications do NOT include price increases. Refer to **section 6.1 of the Master Agreement Terms and Conditions** for information regarding pricing.

G. Any Device additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Device(s) being removed from the Master Agreement Price List(s) until such time they can be verified on Buyer's Lab. In addition, if a Device is acquired by a Purchasing Entity that is not listed on Buyer's Lab within 90 days of it being added to the Price List, then Contractor shall remove the Device from the Purchasing Entity location and substitute it with a Device of equal or greater value, at no charge to the Purchasing Entity. This substituted Device must be on the Price List, AND listed on Buyer's Lab.

II. Master Agreement Deliverables

A. Primary Product and Service Offerings

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

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

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

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

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

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

*Speeds denoted above are based on b&w output

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

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

2.1 Group A – MFD, A3

a. New power filter;

b. Duplex for Segment 3 and above;

c. Standard paper drawer(s) equal to or greater than:

i) One (1) paper supply for Segment 2;

ii) Two (2) paper drawers for Segments 3 and 4; and/or

iii) 2,000 sheet paper capacity for Segments 5 and above.

iv) Paper size capacity up to 11” x 17”; and

v) Bypass paper supply, if applicable for Segment.

2.2 Group B – MFD, A4

a. New power filter;

b. Bypass paper supply;

c. Standard paper drawer(s) equal to or greater than:

i) One (1) paper supply for Segments 1 and 2;

ii) Two (2) paper drawers for Segments 3 and 4; and/or

iii) 1,000 sheet capacity for Segments 5 and above.

d. Paper size capacity up to 8 1/2" x 14"; and

e. Envelope adjustment capability.

2.3 Group C – Production Equipment

a. New power filter;

b. Standard paper drawer(s);

c. Standard paper capacity;

d. Duplex; and

e. Network connectivity.

2.4 Group D – Single-function Printers

a. Must include an inkjet, light emitting diode (LED), or laser print engine;

b. Standard paper drawer(s);

c. Standard paper capacity; and

d. Network connectivity.

2.5 Group E – Large/Wide Format Equipment

a. Hard-Disk drive;

b. Network connectivity;

c. Touch screen control panel; and

d. Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.

2.6 Group F – Scanners

a. Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);

b. Automatic Document Feeder (ADF);

c. Letter or legal paper size capacity;

d. Color depth of at least 24 bytes; and

e. Single pass duplex scan.

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

3.1 Group A Base Units are OEM only.

3.2 Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List.

3.3 Group D must be Energy Star compliant or EPEAT registered to a minimum of

Bronze Standard within one (1) year of being added to the Master Agreement Price List.

3.4 Group E must be Energy Star compliant and registered within one (1) year of being added to the Master Agreement Price List.

3.5 If Contractor Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D and E Devices only) within one (1) year, then they will be removed from the Price List. If said Devices have already been placed at a Purchasing Entity's location, then Contractor must replace the Devices with a comparable, qualified model, at no cost to the Purchasing Entity.

3.6 All Devices must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum. Discontinued Devices are not permitted to be offered under the Master Agreement.

3.7 Devices, when installed, and if available, must be set-up to receive automatic software updates and patches.

3.8 Device specifications must be published on the Contractor website.

3.9 MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website.

3.10 Devices must maintain a PPM speed, according to Segment classification.

3.11 Devices must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

4. Device Exceptions

4.1 Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled.

4.2 Group C, Sub-Group C1, Sub-Group C2, and Group F are not required to be EPEAT registered or Energy Star compliant.

4.3 Digital Duplicators may be offered by Contractor under Group A, and must be priced based on the minimum discount offered in the Segment to which they most closely relate.

4.4 Under Group E, Contractor may offer Large/Wide Format Equipment that accommodates **all** paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs.

5. Accessories

5.1 Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.

5.2 Contractor may also maintain a separate price list for Accessories for Base Units

that have been discontinued. The pricing must be based on the same discount offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.

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

6. Remanufactured and Refurbished Equipment

6.1 Contractor may offer Remanufactured and/or Refurbished Equipment under any Group.

6.2 Remanufactured and Refurbished Equipment is not required to be EPEAT registered or Energy Star compliant.

6.3 Equipment can be acquired via a purchase or lease agreement.

6.4 Contractor must notify the Purchasing Entity in writing, when Remanufactured or Refurbished Equipment is being offered.

6.5 All Remanufactured or Refurbished Equipment must be clearly labeled as such, and must be certified by the Manufacturer.

6.6 Remanufactured Equipment must be priced according to the minimum discount offered for similar Equipment in the same Group and Segment of the resulting Master Agreement.

6.7 Refurbished Equipment shall be offered at a minimum discount of 10% less than the lowest priced Device of the Group and Segment to which the Refurbished Equipment belongs.

6.8 Service and Supplies for Remanufactured and Refurbished Equipment will receive the same pricing as the Published Price for the Group and Segment to which it belongs.

7. Group G - Software

7.1 May be provided by Contractor to enhance the capabilities of the Devices, or may be provided as a standalone option on any owned, leased or rented Device.

7.2 Software pricing for unique designs or complex configurations will be quoted on a case by case basis.

7.3 Contractor may provide OEM and/or Third Party software.

7.4 All software drivers shall be, at a minimum, Windows 10 compliant, and all Devices must have universal software drivers.

7.5 Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software, provided such terms do not contradict

the language in the Master Agreement, and unless otherwise stated in a Participating Addendum.

7.6 Software Subscriptions

a. Software pricing shall be inclusive of available software patches and any updates.

b. Purchasing Entities shall have the option to finance software subscriptions by utilizing the proposed lease rates.

c. Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade, unless installation is excessive, and charges are agreed to by Purchasing Entity.

d. License fees and support fees shall remain firm throughout the term of the agreement.

e. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order.

f. Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.

g. Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

8. Group H – Supplies (consumable)

8.1 Contractor may offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease agreement.

8.2 Contractor may offer OEM or compatible consumable Supplies for Groups A, B, C, D and F, as well as Sub-Groups C1, C2 and D1. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. All compatible Supplies must meet OEM standards for performance and quality. The Supplies that may be offered are:

a. Toner;

b. Staples;

c. Ink;

d. Print Cartridges;

e. Imaging Drums;

f. Fuser Kits;

g. Cleaning Kits;

h. Transfer Kits;

i. Waste Toner Bottles;

j. Fuser Oil;

k. Ozone Filters;

l. Ribbon;

m. Developer;

n. Rollers and Pads; and

o. Maintenance Kits.

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

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

9. Service Offerings

9.1 Group I - Managed Print Services

a. The main components of an MPS engagement are needs assessment, selective or general replacement of Devices, and the Service, parts and Supplies needed to operate the new and/or existing Devices, including existing Third Party Devices as owned by the Purchasing Entity. The Contractor tracks how the Device fleet is being used, the problems associated with that use, and customer satisfaction in regards to meeting statement of work objectives.

b. In addition to the ongoing monitoring and management of a fleet of Devices, Contractor must also offer project implementation Services, and customer help-desk support and training.

c. Contractor may also offer hourly Services for consulting purposes, project management, change management plans, and other staffed Services which meet customer needs such as to operate copy centers or complete back file scanning projects.

d. MPS may also include enterprise content management Services and workflow optimization components, such as scanning and document capture solutions, developing custom applications for smart MFDs that automate paper-intensive document workflows and route scanned pages to document management systems. It can also be extended to include the restructuring of document workflows. Some MPS engagements may be designed to improve document security or to reduce print volumes and power consumption for environmental reasons.

e. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format referenced in **Exhibit E, Sample MPS Statement of Work**, and it must be approved by

both parties prior to the initiation of any engagement.

f. Any MPS engagement shall include the following:

- **i)** **Free Initial Assessment** (includes, but is not limited to: document workflow; identification of Service, Supplies, and parts; current output; total cost of ownership; employee to Device ratio; preliminary estimated cost savings);
- **ii)** **Implementation** (e.g. plan development; hardware and software installation and set-up);
- **iii)** **Remote Device Monitoring** (e.g. job accounting; automated meter reads; automated toner replenishment);
- **iv)** **End-user Support** (e.g. training; Help Desk); and
- **v)** **Account management** (e.g. reporting; invoicing; customer business reviews).

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

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

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

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

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

a. Pricing

i) Pricing must include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.

ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color may also be provided.

iii) Pricing for a monthly base charge, a set copy allowance, an overage rate for b&w and/or color, and Supplies may also be provided.

iv) Flat Rate Fee pricing must be provided that includes all parts, labor, Preventative Maintenance, and Service Calls for Groups A, B, C and D. Supplies may or may not be included.

v) Pricing for ALL Groups may also be provided that includes all parts, labor, Preventative Maintenance (if applicable), and Service Calls, but excludes Supplies.

vi) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.

vii) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).

viii) Contractor may provide a flat rate fee without staples, and a flat rate fee with staples. All flat rate fees shall allow for an annual increase of up to 5%.

ix) Contractor may charge flat rate fees for Services performed on any Accessories.

x) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.

xi) 11”x17” impressions may be counted as one (1) click or two (2) clicks on Group A and C Devices.

xii) Contractor may offer a one (1) click rate that encompasses all paper sizes for Group C Devices.

xiii) A two-sided document shall be counted as two (2) clicks.

xiv) Contractor must not charge for scans on any MFD.

b. Initial Term

i) Pricing shall remain firm for the initial term of the Maintenance Agreement (e.g. 12, 24, 36 months etc.). Upon renewal of the Maintenance Agreement, Contractor may adjust the pricing, as long as the pricing does not exceed Master Agreement rates.

ii) For leased Devices, the total Maintenance Agreement term shall be equal to the term of the lease (e.g. 24, 36, 48 months etc.).

iii) For purchased Devices, the initial term is determined by the Purchasing Entity, as long as it does not exceed 60 months.

c. Renewal Term

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

d. Blended Rates

i) Contractor must have the ability to blend the Service and Supply costs over a large Device fleet, and the Blended Rate must cover all units in the fleet.

ii) The Blended Rate must be divided between b&w and color.

iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.

iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity, and/or the Purchasing Entity.

e. Manual Meter Reads

i) Contractor must have an electronic method for collecting meter reads from a Purchasing Entity.

ii) Meter reads may be submitted via the Contractor's online portal, or through email, or facsimile.

iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

f. Customer Owned Devices

i) Purchasing Entities may elect to enter into a Maintenance Agreement for Devices they already own, or Devices they acquire through an up-front purchase.

ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.

g. Leased Devices

i) Contractor shall be required to provide a Maintenance Agreement on all Devices that are leased by a Purchasing Entity.

ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

h. Legacy Devices

i) Upon request from the Purchasing Entity, Contractor may provide a Maintenance Agreement on any Device that is owned or was leased or rented through Master Agreement (RFP-NP-18-001), Master Agreement (3091), or via any other means, providing the following conditions are met:

1) The Device has not reached the end of its Useful Life;

2) The maximum term of the Maintenance Agreement does not

exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and

3) The Maintenance Agreement adheres to the same requirements as outlined in **sections II.A (9.2)(f)** and **II.A (9.2)(g)**.

ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.

iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed the new Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to **section II.A (9.2)(h)(iv)** below for additional information.

iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 120% of the Service and Supply pricing in the new Master Agreement.

B. Ancillary Product and Service Offerings

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

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

a. Cloud-based scanning (software as a service, enterprise content management); and

b. Industrial Print solutions (back-file conversion, enterprise content management).

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

a. Cutters;

b. Inline Finishers;

c. Folders;

d. Sorters;

e. UV Coaters; and

f. Binders.

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

a. Digital Label Press;

b. Digital Press;

c. 3D Printers;

d. 48" and larger Wide Format Printers (roll-fed, hybrid, flatbed);

e. Continuous Feed Inkjet;

f. High Speed Inkjet; and

g. Decorative Print & Embellishment.

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

a. Barcode labels;

b. High Volume Inkjet;

c. 3D Printers;

d. Receipt printers;

e. Card printers; and

f. Cable printers.

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

3. Open Market Items

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

a. Interactive White boards;

b. Computers, monitors, or other related hardware items;

c. Fax machines;

d. Kiosk machines;

e. Overhead Projectors; and

f. Cameras.

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

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

3.4 NSP items may be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

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

4. Emerging Technologies

4.1 Upon approval from the Lead State, Contractor may add new, related technology to the resulting Master Agreement.

4.2 Technology is not restricted to OEM, nor is it required to be Private Labeled.

4.3 Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, the MSRP and pricing information, and an explanation/justification as to how the Product conforms to the requirements of the RFP and Master Agreement.

4.4 Any new technology must be priced according to the lowest discount offered for any Product under the Master Agreement. No discount or a 0% discount does not qualify as a "lowest" discount.

III. Purchase and Lease Programs

A. Acquisition Methods. Contractor may offer the following:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	12,18, 24, 36, 48 and 60 months
Capital Lease	
Straight Lease	

1. All Devices on Contractor's Price List may be purchased or leased, either as a packaged-deal, or stand-alone item.

B. Device Trade-In

1. A Purchasing Entity shall have the option, at the Contractors sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do a Device Trade-In, when placing a purchase or lease Order.

2. The value for the Device Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

C. Lease Rates

1. Contractor may elect to include property tax in their lease rates, or they may bill the Purchasing Entity separately for property tax.

2. Once a Purchasing Entity enters into a lease agreement, the lease rate must remain fixed throughout the Initial Lease Term, regardless of whether the Contractor had increased their lease rates in the Master Agreement Price Lists. If Contractor has decreased their lease rates in their Price Lists, then they may extend that lower rate to the Purchasing Entity.

3. Device Payments for Renewal Terms must never exceed Master Agreement pricing.

4. If a Purchasing Entity enters into a Renewal Term, then the Device Payment will be subject to the lease rates listed in the most recent Price Lists posted on the NASPO ValuePoint website.

5. Contractor may update lease rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or a comparable index, and must be the rate in effect at the end of each calendar quarter.

6. Lease rates must be proposed as a decimal multiplying factor in such a manner that the purchase price of the Device may be multiplied by the lease rate to arrive at the resulting monthly Device Payment. Proposed rates must include the following information:

   6.1 The Daily Treasury Yield Curve (or comparable index) Rate;

   6.2 The date used for the Daily Treasury Yield Curve (or comparable index) Rate;

      a. The fixed margin for each lease type being proposed, and how that margin is determined; and

      b. The methodology for determining the 48 month base rate if a 4-year rate is not published.

   6.3 Contractor must offer Coterminous lease rates to any Purchasing Entity wishing to add Products to an existing lease agreement. The calculation for the Coterminous lease rates must adhere to the following methodology:

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

D. Leasing Overview

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

2. A Purchasing Entity may lease Devices pursuant to the terms and conditions in this Master Agreement, and according to the requirements listed in their states' Participating Addendum.

3. Lease agreements shall not be subject to automatic renewals. This is non-negotiable in any Particpating Addendum or Order.

4. A lease agreement issued prior to the termination of the Master Agreement and Participating Addendum, shall survive the termination of the Master Agreement and the Participating Addendum, and all terms and conditions of the Master Agreement and Participating Addendum shall continue to apply.

5. With the exception of a $1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Device at the end of the Initial Lease Term, or at the end of the Renewal Lease Term, or the Contractor may pick the Device up, without any further financial obligations to the Purchasing Entity.

6. Device pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.

7. Device returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.

8. If Purchasing Entity fails to make Device available for pickup after thirty (30) calendar days, then Contractor or Authorized Dealer may bill the Purchasing Entity, at the total monthly payment amount for such Device, for each month that the Device remains at Purchasing Entity's location. Contractor or Authorized Dealer is not permitted to bill the Purchasing Entity for failure of Contractor or Authorized Dealer to pickup the Device when Purchasing Entity has made it available.

9. Contractor and/or Authorized Dealers shall be responsible for all Device pickup and return costs.

10. The maximum term on any Initial Lease Term shall be 60 months.

11. The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Device.

12. All Renewal Terms shall be billed on a monthly basis.

13. If a Purchasing Entity elects to enter into a month to month Renewal Term, they may cancel at anytime, without penalty, by giving Contractor thirty (30) days advance, written notice.

14. If a Purchasing Entity elects to enter into a 12-month Renewal Term, the Renewal Term will automatically terminate at the end of the 12-month period, unless the Purchasing Entity has notified the Contractor that they wish to enter into a new Renewal Term. If a Purchasing Entity wants to cancel their 12-month Renewal Term early, then early termination fees shall apply, and will be equivalent to the remaining stream of equipment payments only (i.e. less maintenance).

E. Leasing Options

1. FMV Lease

1.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 12, 18, 24, 36, 48, or 60 months for Group A, Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.

1.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

a. Exercise their purchase option;

b. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or

c. Return the Device to the Contractor, or have the Contractor pick the Device up.

2. Capital Lease ($1 Buyout Lease)

2.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 12, 18, 24, 36, 48, or 60 months for Group A, Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.

2.2 Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Device to the Purchasing Entity, or as otherwise determined in a Participating Addendum or an Order, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Device.

3. Straight Lease

3.1 A Purchasing Entity shall have the option to enter into an Initial Lease Term of 12,18, 24, 36, 48, or 60 months for Group A, Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F, based upon the Contractor's available options, and at the discretion of the Participating State or Entity.

3.2 Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:

a. Renew the lease on a month to month basis, or a 12 month basis, at the discretion of the Participating State or Entity; or

b. Return the Device to the Contractor, or have the Contractor pick the Device up.

F. Leasing Terms and Conditions

1. Possession and Return of Leased Devices

1.1 The Purchasing Entity is responsible for risk of loss to the Devices while the Devices are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Devices during periods of transportation and de-installation.

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

a. Any acquisition or return options, based on the type of lease agreement;

b. Any renewal options, if applicable; and/or

c. Hard drive removal and surrender cost, if applicable.

1.3 If a Purchasing Entity desires to exercise a purchase, renewal, or return of the

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

1.4 If the Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Device available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.

1.5 Contractor shall not impose any charges on the Purchasing Entity for the removal of the Equipment, with the exception of Group C and Sub-Group C1 and Subgroup C2 Devices, in which case Contractor may charge Purchasing Entity a mutually agreed upon price for special rigging.

2. **Payment.** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Device(s), or such later date as Contractor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.

3. **Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or Capital Lease. A Buyout to Keep option is not available on a Straight Lease.

4. **Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV or Straight Lease, and return the Device to the Contractor in good working condition (ordinary wear and tear excepted).

5. **Device Upgrade or Downgrade.** A Purchasing Entity may do a Device Upgrade or Downgrade on a lease at anytime throughout the term of the lease agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Device Upgrade or Downgrade, but at no time shall the total cost of the Device Upgrade or Downgrade be less than the remaining stream of Device Payments.

6. **Non-appropriation of Funds.** The continuation of any lease agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease agreement, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.

7. **Assignment.** Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Device or any lease agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).

7.1 Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Device and/or these Lease Terms or any Order for leases, without notice to Purchasing Entity even if less than all the payments have

been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.

7.2 No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.

8. Early Termination Charges

Except in the case of Non-appropriation of funds, FMV, $1 Buyout, and Straight Leases shall be subject to an early termination charge, and shall involve the return of the Device (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Device, the termination charge shall not exceed the balance of remaining Device Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

9. Default. Each of the following is a "default" under these lease terms:

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

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

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

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

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

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

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

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

a. All past due payments and all other amounts payable under the lease agreement;

b. All unpaid payments for the remainder of the lease term, discounted at a rate

equal to three percent (3%) per year to the date of default; and

c. Require Purchasing Entity to deliver the Device to Contractor per mutual arrangements.

IV. Contractor Responsibilities and Tasks

A. Service Requirements

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

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

2.1 End-User Training

a. Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor's sole discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity's request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.

b. Purchasing Entity may also request an additional one-hour training session for technical support, which shall include network connectivity and print driver installation. This additional training shall be provided via a delivery method mutually agreed upon by Contractor and Purchasing Entity, and at a mutually agreed upon price.

c. If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.

d. Contractor may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agreed upon, prior to Order placement.

e. Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Device independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity, and mutually agree upon, prior to Order placement.

f. Contractor shall provide Device literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.

g. For Groups A, B, C, D, E, and Sub-Groups C1, C2, and D1, Contractor shall provide a no charge, toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting (i.e. this

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does not include network connectivity or print driver installation). A Purchasing Entity must be able to obtain assistance during Normal Business Hours.

h. Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance, providing such request, and subsequent support, falls within normal business hours.

2.2 Preventative Maintenance. Contractor must perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

2.3 Device Performance

a. Device Downtime shall be computed from the time the Contractor is notified of Device failure until the time in which the Device is fully operational.

b. Device Downtime due to lack of consumable Supplies is not acceptable.

c. Contractor must provide daily communication to the Purchasing Entity regarding inoperable Devices, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.

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

a. A loaner Device of similar speed and capabilities until such time as the inoperable Device is now operable; or

b. At the discretion of the Participating State or Entity, provide the Purchasing Entity with off-site manned production capabilities, at the sole cost to the Contractor, to accomplish the work of the Device that is inoperable.

c. If any Device in Group C or Sub-Groups C1 and C2 are inoperable for two (2) Business Days, due to Device malfunction, as reasonably determined by Contractor, then Contractor shall provide access to an off-site manned production facility as an accommodation to the Purchasing Entity.

2.5 Repair Parts

a. Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.

b. All Device components, spare parts, application software, and ancillary Devices that are supplied under any resulting Master Agreement, must conform to Manufacturer specifications.

c. Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

d. Repair parts may be new, reconditioned, reprocessed or recovered.

2.6 Service Zones

a. Unless otherwise specified in a Participating Addendum, Contractor shall

adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 – 5 Business Days

b. Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:

i) If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.

c. Contractor(s) may charge different rates according to each Service Zone.

2.7 Service Logs

a. Contractor shall maintain a Service log which describes the maintenance and repair Services provided for each Device.

b. A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

2.8 Device Relocation

a. Device relocation Services include dismantling, packing, transporting, and re-installing Device.

b. Contractor may charge for this Service based on the following table: However, additional relocation charges may be charged for Group C and Sub-Group C1 and C2 Devices.

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

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

c. Contractor may not charge for any fees incurred due to fuel or tolls.

d. Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

e. Contractor is required to offer Device relocation services for all leased Equipment.

3. Meter Read Invoicing

3.1 In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.

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

3.3 The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.

3.4 Failure on the Contractor's part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

4. Reporting

4.1 Service Level Calculations

a. At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components.

b. The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

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

a. The report shall include the following:

i) Number of Service Calls placed;

ii) Response Time per Device;

iii) Dates that Preventative Maintenance was performed, if applicable; and

iv) Estimated end of Useful Life per Device, based on current usage.

b. The report may include, but not be limited to, the following:

i) Location of Devices;

ii) Click usage per Device; and

iii) EPEAT certification level of each Device.

B. Customer Service

1. **Key Personnel.** Contractor shall ensure that staff has been allocated appropriately to ensure compliance with the resulting Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall provide a single point of contact for the following:

   1.1 **Master Agreement Contract Administrator –** shall be the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to the Master Agreement;

   1.2 **NASPO ValuePoint Reporting Contact –** shall be responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;

   1.3 **Master Agreement Marketing Manager –** shall be responsible for marketing the resulting Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and

   1.4 **National Service Manager –** shall be responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position will work with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.

2. **Single Point of Contact.** Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, reporting, status of Orders, customer complaints and escalated issues.

3. **Service and Support Hours.** Contractor must provide full Service and support for Products during Normal Business Hours.

4. **Customer Service Team.** Contractor shall also have a designated customer service team who shall be available by phone (via local or toll free number), fax, or email during Normal Business Hours.

5. **Additional Coverage**. Contractor may offer additional coverage beyond Normal Business Hours for any Device that needs to be serviced. Such coverage shall be billed to the Purchasing Entity at an hourly rate.

6. **Online Access**. Customer service representatives shall have online access to account information and be able to respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

C. Authorized Dealers

1. Contractor can engage Authorized Dealers to provide Products and/or Services.

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

3. Authorized Dealers shall be expected to stay current with Contractor Products, pricing, Master Agreement, and Participating Addendum requirements, and Contractor shall provide training to all of their Authorized Dealers at least once per calendar year, or as otherwise determined by the Lead State.

4. Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and invoice them directly, unless otherwise stated in a Participating Addendum.

5. Contractor shall send notice to the Lead State, utilizing **Exhibit C, Authorized Dealer Form** and **Exhibit D, Authorized Dealers by State,** within three (3) calendar days of engaging or removing a Dealer.

6. The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State. Under no circumstances is a Participating State or Entity permitted to use a Dealer that has not been approved by the Lead State.

7. If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with the Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to:

   7.1 Require the Dealer to attend remedial training with either the Contractor or the Lead State or;

   7.2 Remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance.

D. Device Demonstration Requirements

1. Contractor may offer trial or demonstration Devices for Group A, Group B, Group C, Sub-Group C1, Sub-Group C2, Group D, Sub-Group D1, Group E, and Group F.

2. Trial or demonstration Devices may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase or lease.

3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Devices for Groups A, B, and C may be converted to a purchase or lease, providing the following conditions are met:

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

3.2 The meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);

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

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

4. Any trial or demonstration period shall be free to the Purchasing Entity and shall not exceed thirty (30) calendar days.

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

E. Device Installation Requirements

1. Prior to Order Acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:

1.1 Air conditioning;

1.2 Electrical;

1.3 Special grounding;

1.4 Cabling;

1.5 Space;

1.6 Humidity and temperature limits; and

1.7 Other considerations critical to the installation.

2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.

3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.

4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.

5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer.

6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Device.

7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

F. Security Requirements

1. Network and Data Security

1.1 Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.

1.2 Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.

1.3 Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

2. **Sensitive Information**. Sensitive information that is contained in any Legacy Devices or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

3. **Data Breach.** Contractor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in the NIST Computer Security Incident Handling Guide, which can be downloaded at https://www.nest.gov/publications/computer-security-incident-handling-guide, and it shall include, at a minimum, breach detection, breach notification, and breach response. Further, Contractor shall notify the impacted Purchasing Entity within 72 hours of learning of such breach.

4. Authentication and Access

4.1 Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.

4.2 Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.

4.3 The credential information for any remote authentication method may not be maintained within the Device's memory.

4.4 Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Device installation.

5. Hard Drive Removal and Surrender

5.1 Contractor shall ensure that all hard drive data is cleansed and purged (if capable)

from the Device at the end of its Useful Life, or when any hard drive is repossessed by Contractor; or

5.2 At the Participating State or Entity's discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity's location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.

5.3 If Contractor takes possession of any Device at a Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.

5.4 Hard drive sanitation shall be at no expense to the Purchasing Entity, however; Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.

5.5 If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, **section IV.I (5.1)** shall apply.

5.6 If Contractor is removing another Manufacturer's Device, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this section are met.

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

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EXHIBIT B – SAMPLE D&A CERTIFICATE

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

WITH Insert Name of Contractor

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

Insert name of Purchasing Entity

By: _____

Title: _____

Date: _____

EXHIBIT C – AUTHORIZED DEALER FORM

Manufacturer Name: _____

(Check one)

☐ The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Multi-Function Devices and Related Software, Services and Cloud Solutions Master Agreement.

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

_____

_____

_____

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

Signed: _____ Date: _____
(Contractor Representative)

Signed: _____ Date: _____
(Authorized Dealer Representative)

_____
(Print First and Last Name of Authorized Dealer Representative)

EXHIBIT D – AUTHORIZED DEALERS BY STATE

Exhibit D -
Authorized Dealers by

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EXHIBIT E – SAMPLE MPS STATEMENT OF WORK

Agency/Customer:		**Contractor:**	
Contact Name:		**Contact Name:**	
Address:		**Address:**	
Email:		**Email:**	
Phone:		**Phone:**	
Fax:		**Fax:**	
		Contractor website:	
Print Assessment Date:		**Period of Performance:**	

Statement of Work must incorporate the following documents:	
NASPO ValuePoint Master Agreement # 140602	*[Imbed document here]*
Participating Addendum # _____	*[Imbed document here]*
Contractor's Print Assessment	*[Imbed document here]*

Statement of Work, at a minimum, must include the following elements:

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

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

3. **Out of Scope:**
   This Project does not cover the following functions or deliverables:

4. **Objective:**
   The main objective of this project is:
   System and procedures will be set up to allow:

5. **Location:**
   Enter all physical locations of where work will be performed

6. **Discovery/Assessment**:
   Contractor will be required to discover/assess Purchasing Entity print environment as described below:

Deliverables:
Describe the deliverables for Discovery/Assessment

Checkpoints:
Describe the checkpoints for Discovery/Assessment

7. **Data Security**
   Include description of data security requirements

8. **Data Breach**
   Describe any data breach requirements

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

10. **End of Life/Equipment replacement**
    Insert description of end of life/equipment replacement process

11. **Implementation**:
    Deliverables:
    Describe the deliverables for Implementation

    Checkpoints:
    Describe the checkpoints for Implementation

    User Acceptance Testing:
    Describe User Acceptance Testing for Implementation

    Production Rollout:
    Describe the Production Rollout for Implementation

12. **Contractor Staff and Support**
    Describe Contractor staff roles and their availability

13. **Purchasing Entity Roles and Responsibilities**
    Insert description of Purchasing Entity Roles and Responsibilities including:

    Contacts:
    Project Manager
    End-User Representative
    System Administrator
    Technical Support

    General and Technical Responsibilities:
    Insert description of Purchasing Entity Roles and Responsibilities

14. **Performance Penalties**
    Insert description of Contractor Performance Penalties

15. Payment

Describe billing cycles and invoice information

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

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

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

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

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

ATTACHMENT 1 – CANON LEASE AGREEMENT

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. FMV Leases 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. Capital Leases 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. Straight Leases 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.

ATTACHMENT 2 – CANON MAINTENANCE AGREEMENT

Canon

MAINTENANCE AGREEMENT

Related PO / Acquisition Agreement # _____

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	Covered Images Color	Covered Images Long Sheet	Per Image Charge in excess of Covered Images B & W	Per Image Charge Color	Per Image Charge 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 _____

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.

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ATTACHMENT 3 – CANON SAMPLE MPS AGREEMENT TERMS AND CONDITIONS

1. **TERM**. The Managed Print Services ("MPS") shall begin on the Start Date and continue for the initial term specified above.

2. **CHARGES.** Authorized Dealer agrees that pricing shall remain firm for the initial terms of the Maintenance Agreement. Upon expiration of the initial contract term, or during any renewal period, Dealer reserves the right to increase the pricing upon thirty (30) days prior written notice, based on any changes to the fleet, or services being delivered, provided these changes are outside the scope of the original statement of work, and provided the pricing does not exceed the NASPO ValuePoint Master Agreement ("Master Agreement") pricing. If you have selected the Fleet Coverage Plan, the Base Charge, Covered Images and Per Image Charges noted above shall apply to all of the Equipment on the Schedule. If you have selected the Per Unit Coverage Plan, the Base Charge, Covered Images and the Per Image Charges for each unit shall be reflected on the Schedule.

3. **PRIOR ASSESSMENT.** As part of an initial assessment, Authorized Dealer has performed a network and system discovery analysis of your IT environment in which services are to be rendered under this Agreement. Additionally, as part of the initial assessment, Authorized Dealer has used certain discovery tools to identify the components and conditions of your IT environment.

4. **COVERED PRINTERS.** This agreement is intended to provide services for your entire fleet of printers; however, certain models of printers may not be eligible for services under this contract due to age, geographic location or other reasons determined by Authorized Dealer. At Authorized Dealer's discretion, the ineligible printers may be placed under a "Standard Plan" and identified on the associated schedule ("Schedule B") and shall only receive toner cartridges and monitoring services. The "Premier" scope of services as defined in Paragraph 7 covers only the printers identified on the associated schedule ("Schedule A" or "Schedule A-MICR"). The parties may agree to add or remove printers from time to time during the Term by mutual execution of an Authorized Dealer MPS Change Order. Customer shall provide Authorized Dealer a standard device configuration sheet showing the start meter reading of the added printer(s) as of the start date of this contract. Otherwise, Authorized Dealer may compute a start reading for the printer(s) utilizing the current meter reading and subtracting an estimated monthly volume per printer, as determined by Authorized Dealer. In the event Customer acquires additional devices subsequent to the start date of this Agreement, the start meter shall be zero. If the quantity of printers changes during the Term from the original quantity listed on Schedule A, Schedule A-MICR or Schedule B, Authorized Dealer reserves the right to adjust the pricing accordingly.

5. **YOUR RESPONSIBILITIES. As a condition precedent to Authorized Dealer's duties:**
   - **(a)** The Printers shall meet the "Fit for Service" requirements outlined in the MPS Customer Expectation Document (CED) and shall be in good working condition on the Start Date (as determined solely by Authorized Dealer in its reasonable discretion.)
   - **(b)** You shall provide Authorized Dealer with an accurate location and printed configuration page for each printer placed under this Agreement. You shall notify Authorized Dealer if you relocate any printers from the address indicated on Schedule A, A-MICR, B or any related Change Order.
   - **(c)** You shall use only Authorized Dealer-approved parts and supplies for the Printers.
   - **(d)** You shall have proper electrical and network connections, install, and use Authorized Dealer approved surge protector where appropriate.
   - **(e)** You shall provide a Key Operator responsible for designated duties in the operator's manual and insure that the proper supplies are being installed and/or used correctly with the printers.
   - **(f)** You are solely responsible for security of your electronic and other data.
   - **(g)** You must install and keep the Data Collection Agent ("DCA") installed on your network for networked devices and locally for non-networked devices throughout the Term of this Agreement. If the DCA does not communicate with Authorized Dealer, you agree to provide manual meter readings upon request.
   - **(h)** You agree that Authorized Dealer may use estimated meter readings if it does not receive timely meter reading on any Printers covered by this Agreement.
   - **(i)** You shall utilize the Authorized Dealer ordering procedures for adding or deleting printers and ordering Toner Cartridges. You acknowledge that Authorized Dealer will not deliver services or toner for printers not listed on Schedule A, Schedule A-MICR, Schedule B or any related Change Order until you complete the proper ordering procedure to add the printer to the Agreement.
   - **(j)** You shall provide timely meter readings for any printer not connected to the DCA for any reason.

ADDITIONAL TERMS AND CONDITIONS

6. AUTHORIZED DEALER RESPONSIBLITIES

(a) Authorized Dealer may tag each Printer initially listed on Schedule A, Schedule A-MICR or Schedule B with an Authorized Dealer Service tag indicating serial # and Authorized Dealer contact information.

(b) Printers listed on Schedule A, A-MICR and B are provided replenishment of Original Equipment Manufacturer ("OEM") or 3rd Party manufactured toner cartridges, as indicated on Page 1, for exclusive use with the Printers specified on Schedule A, A-MICR and B. The pricing in this agreement is based upon 5% toner coverage for black & white and 20% for color letter size pages. You agree that Authorized Dealer may invoice you for excess usage in the event your actual toner usage exceeds these assumptions by more than 10%. Excess toner charges shall be computed using the expected print volume ("EPV") minus the actual print volume reported. The EPV = actual number of cartridges shipped x the toner yield per cartridge x 90%. You shall bear all risk of loss, theft or damage to unused toner cartridges provided to you under this Agreement, which shall remain Authorized Dealer's property and shall be returned promptly upon termination of this Agreement.

(c) Authorized Dealer may perform an initial walkthrough of Customer locations covered under this Agreement. Customer shall identify each networked and non-networked device to be covered under this agreement. Authorized Dealer will deliver, install, configure and test its network Data Collection Agent ("DCA") with your IT staff assistance. Authorized Dealer will provide all technical support, updates and maintenance for the DCA.

(d) You acknowledge that Authorized Dealer's ability to deliver the services is dependent upon your full and timely cooperation with Authorized Dealer, as well as the accuracy and completeness of the information provided by you to Authorized Dealer. If, during the initial three (3) months of the Term, the assumptions used to develop the pricing and any related Statement of Work is found to be incorrect or misstated, the parties agree to meet and in good faith negotiate equitable changes in the scope of work and associated charges. You agree to follow the detailed operational procedures and program guidelines, which are explained in the MPS Customer Expectation Document, which you hereby acknowledge, receipt of at the time of executing this agreement.

7. SERVICES. YOU SHALL RECEIVE THE SERVICES DESCRIBED IN THIS PARAGRAPH 7 ONLY FOR THE EQUIPMENT LISTED ON A SCHEDULE A, SCHEDULE A-MICR, CHANGE ORDER FORM A, OR CHANGE ORDER FORM A-MICR . SUCH SERVICES ARE SUBJECT TO THE EXCLUSIONS HERINAFTER DESCRIBED.

8. COVERED SERVICES

(a) Authorized Dealer shall provide all routine preventive maintenance, maintenance kits and emergency service necessary to keep the Printers in good working order in accordance with this Agreement and Authorized Dealer's normal practice. Such service shall be performed during Authorized Dealer's local regular business hours (8:00 A.M. to 5:00 P.M. Monday through Friday, except holidays).

(b) You shall afford Authorized Dealer full, free and safe access to the Printers to perform on-site service. Authorized Dealer may terminate its maintenance obligations as to any Printers if you relocate it to a site outside Authorized Dealer's authorized service territory. If, in Authorized Dealer's opinion, any Printers cannot be maintained in good working order through Authorized Dealer's routine maintenance services, Authorized Dealer shall, at its option, either (i) substitute comparable Printers or (ii) cancel the balance of any remaining term of this Agreement as to such Printers and refund the unearned portion of any prepaid charges hereunder. Parts replaced or removed by Authorized Dealer in connection with maintenance services hereunder shall become the property of Authorized Dealer and you disclaim any interest therein.

9. NON-COVERED SERVICE. You acknowledge that Authorized Dealer shall not have obligations related to i) overhauls and/or reconditioning of printers; ii) printer user errors; (iii) the alteration, modification or customization of any software controlling, used by, installed on or embedded in the Printers; (iv) the service or repair of devices, accessories, power, data or communication lines or other instruments which are external to or otherwise not a component part of the Printers; (v) hard drive removal or (vi) supplying external communications or data transfer lines, paper or other throughput, staples, cassettes, exit trays or other like items or supplies (other than toner cartridges as defined in section 3) used or consumed in the normal operations of the Printers ("Excluded Items"). The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with Canon's then current contract pricing:

(a) replacement of any consumable supply item other than toner;

(b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Printers; the use of parts, supplies or software which are not supplied by Authorized Dealer and which cause abnormally frequent service calls or service problems; service performed by personnel other than Authorized Dealer personnel; transportation of the Printers; accident; use of the Printers with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions;

(c) re-installation or relocation of Printers;

(d) repairs to or realignment of Printers, and related training, necessitated by changes you made to your system configuration or network environment;

(e) repairs or service required because of inadequate operation of the Printers (e.g., Authorized Dealer technician is dispatched to rectify a problem described in the operator manual); and

(f) work that you request to be performed outside of Authorized Dealer's regular business hours.

10. DATA. You acknowledge that the hard drive(s) on the Equipment may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Authorized Dealer is not storing Data on your behalf and that exposure or access to the Data by Authorized Dealer, if any, is purely incidental to the services performed by Authorized Dealer. You are solely responsible for the Data. The Canon branded Equipment contains various security features that you can utilize. Upon your request, Authorized Dealer will work with you to provide information regarding your options and offer services to assist you. Please note that Canon offers basic data security options free of charge; however, other optional services may have an additional cost associated. The terms of this Section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and Authorized Dealer could be construed to apply to Data.

11. TERMINATION. Either party may terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party.

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ATTACHMENT 4 – CANON SAMPLE MPS CUSTOMER EXPECTATIONS DOCUMENT

1. **Introduction.** This Customer Expectation Document is designed to provide details related to the Canon Managed Print Services ('MPS") Program and to answer commonly asked questions. The terms and conditions of the MPS program can be found in the associated Managed Print Services Agreement.

2. **Program Objectives.** The MPS program is designed to help organizations achieve business efficiencies and cost savings through better management and administration of print environments. Our unique consulting process contemplates collaboration with our customers to identify areas for print optimization, increased productivity and cost savings. Critical to this process is the availability of print volume data from all sources within the print enterprise. The success of the program is dependent on uninterrupted communication with the printers or alternative sources of data capture in order for Authorized Dealer to perform the services and provide accurate and timely billing under the agreement.

3. **Initial Contract Set-up**
   a) ***Start Date.*** The contract becomes effective approximately 10 days after the Customer executes the MPS Agreement accompanied by a complete listing of the covered Printers on Schedule A and Schedule B, if applicable. This allows Authorized Dealer ample time to prepare its systems to accept customer calls and begin to provide services.
   b) ***Initial Printer Listing.*** Schedule A and B contain all relevant information on each printer initially covered under the MPS Agreement. Printers listed in Schedule B will only be eligible for toner fulfillment and monitoring services. The Customer is responsible for discovering and identifying the required information for all printers to be covered under this agreement. Although Authorized Dealer software tools may help discover devices based on detection of activity, idle units and units with no network connection may not be detected during this discovery process. In the event a customer identifies additional equipment which was mistakenly excluded from the original schedules, additional printers can be added using the Change Order form along with a printed configuration page for each printer added and made retroactive to the start date. Customers who call for services or toner for units not yet added to the contract may be told their printer is not covered since it will not appear in the Authorized Dealer system.
   c) ***"Fit for Service" Requirements***. Prior to the start of the contract, the following must be confirmed:
      i. Each printer must have a minimum of 25% toner remaining in the cartridge;
      ii. Each printer must have a minimum of 25% life remaining for other consumable maintenance items (fuser kit, maintenance kit, drums);
      iii. Any printer displaying a service or supplies alert (error codes, low consumables, etc.) or demonstrating a technical or performance issue (regardless of alert status) must have the condition corrected;
      iv. Any printer with an image quality issue must have the condition corrected; and
      v. Any printer inadvertently placed on an MPS contract that does not meet "Fit for Service" requirements, must have the issues promptly remediated or the Printer must be removed from the MPS contact.
   d) Customers can contact Authorized Dealer Customer Service (see Section 5 below) to purchase the required consumable items (toner cartridge, maintenance kit, fuser kit, drum, etc.) and/or request a service call to remediate technical issues, so the printer can be added to an MPS contract.
   e) ***Tagging.*** Each printer initially covered under the agreement may be tagged with an Authorized Dealer Service tag by an Authorized Dealer representative. The tag includes the serial # of the printer, the phone # for service and supplies and other relevant information. The tag should not be removed from the printer during the term of the agreement. Authorized Dealer may mail tags to the customer for placement on the printers for machine additions or remote locations during the term of the contract.
   f) ***Installation of DCA Software.*** Authorized Dealer will work with the Customer's IT staff to perform the initial installation of the Data Collection Agent ("DCA") software for networked devices. Additionally, Authorized Dealer may assist the Customer's IT staff to push the local client version of the DCA software for use with any non-networked printers. It is the Customer's responsibility to keep the DCA installed during the term including any reinstallation that may be required because of change in the Customer's infrastructure or environment.

4. **Ordering Procedures**
   a) ***Toner.*** Printer toner cartridges may be ordered from Authorized Dealer by either calling Customer Service or by placing an on-line order (if applicable). Customers who wish to use on-line ordering must first register through Authorized Dealer's on-line customer portal. Customers will be asked to provide the related serial # or asset tag# located on the asset tag placed on the printer. The maximum toner order is limited to one (1) cartridge per serial#.

Authorized Dealer Reserves the right to limit toner shipments based upon print volume/utilization. Canon's Managed Print Services program does not contemplate the provision of "shelf stock" at Customer locations. Customers that require extra toner stored onsite may purchase shelf stock by contacting Customer Service (see Section 5 below).

b) ***Service Calls.*** Requests for repair may be placed by either calling Authorized Dealer's Dispatch Center or by placing a service request on-line within the Authorized Dealer's on-line customer portal (if applicable).

c) ***Add/Remove.*** Additions or deletions of printers covered under the MPS Agreement are made by executing and submitting an MPS Change Order form indicating the pertinent information on the specific units being added or removed from the agreement or submitting such request on-line within the customer portal (if applicable). Additionally, Customers must provide a printed configuration page from each added or removed unit that provides Authorized Dealer necessary meter, quality and other information necessary to make the change effective. Please note that changes to the printer fleet configuration may impact the price per copy reflected in the contract on a prospective basis.

5. Customer Service. For any questions or contract changes, please reference the following contact information:
Email: _____
Phone: _____

6. Relocations. If Customers relocate any printers under the agreement, they must promptly notify Authorized Dealer in order to change the location information in the Authorized Dealer database. Customers are responsible for de-installing and reinstalling all relocated printers including installation of the DCA in order to keep the printers communicating with Authorized Dealer. Please note that printers relocated outside of Authorized Dealer's Servicing geography may not be eligible to be covered under this agreement.

7. Meter Collection. The MPS program is designed to automatically collect periodic meter readings from the printers covered under this agreement using the DCA software program. The DCA program is initially installed on the Customer network for connectivity to networked printing devices. A local DCA program must be installed on individual networked computers in order to communicate with non-networked printers. It is extremely important to keep the DCA software connected in order for Authorized Dealer to capture information in order to provide the services under the MPS Agreement. Customers are responsible to maintain this critical connection that may require reinstallation of the local DCA software when upgrading, replacing or repairing related computers.

8. Fixed Volume. If Authorized Dealer does not receive timely meter readings from the DCA software or alternatively from the Customer through other means of communication, Authorized Dealer will estimate the usage on the related devices utilizing predetermined average monthly volume information, which are based on Authorized Dealer standard usage rates by model.

9. Toner Usage Reconciliation. The MPS program includes replenishment of toner cartridges based upon toner page coverage of 5% for black toner and 20% for color toner. Customers who print images with more toner average coverage should expect to pay additional charges. Toner usage reconciliation is done separately for black toner, color toner, and MICR toner. Please see the reconciliation example below:

Toner Manufacturer Yield per Cartridge	3,000
# of Cartridges shipped to Customer*	x 10
Manufacturer Expected Print Volume	30,000
Extra 10% provided by Authorized Dealer	3,000
Authorized Dealer Expected Print Volume	27,000
Actual Print Volume	25,500
Volume Reconciliation	1,500
Price per Page	x $ .0200
Toner Usage Reconciliation Charge	$30.00

* **Note 1:** Certain cartridges for the same models may contain different manufacturer yields.

* **Note 2:** Cartridge yield associated with "Unused Toner Cartridges" (see definition in Section 12 below) purchased from Authorized Dealer for purposes of "shelf stock" may be considered during toner reconciliation, when the Actual Print Volume exceeds the Authorized Dealer Expected Print Volume.

10. Quarterly Review Process. Customers are entitled to a quarterly review discussion to review expectations, charges, print volume data and recommendations for further optimization of the print environment.

11. Renewal and End of Term Process

a) The MPS agreement will not automatically renew. If the Customer wishes to renew, then Authorized Dealer shall promptly provide a renewal quote for the renewal period. Upon mutual agreement, a new agreement shall be executed for the renewal term.

b) If the Customer does not choose to renew, the Customer may return unused toner cartridges within 30 days of the end of term and Authorized Dealer will adjust the # of cartridges shipped for computing the final toner reconciliation described above.

c) Customers must contact Authorized Dealer's Customer Service to obtain return instructions and return authorization # prior to mailing the returned supplies back to Authorized Dealer. In the event Authorized Dealer is unable to obtain a final meter reading from the DCA or other reasonable means, Authorized Dealer will estimate the final meter reading using customer volume history or utilizing the Authorized Dealer standard usage rates by model.

12. **Unused Toner Cartridges.** Unused toner cartridges are defined as the original items shipped to Customers, which:
    a) were provided to the Customer by Authorized Dealer;
    b) are in the original box, which is unopened and undamaged;
    c) the contents (toner cartridges) are sealed and undamaged; and
    d) are deeded resalable, in Authorized Dealer's sole discretion.

13. **Restocking Fee.** A restocking fee of 10 percent (10%) of the MSRP value shall be charged for all unused toner cartridges returned to Authorized Dealer, unless the returned cartridge is deemed defective or the restocking fee is prohibited by law.

14. **Toner Availability.** Authorized Dealer shall use commercially reasonable efforts to procure toner cartridges for the printer(s) covered by the MPS contract. In the event OEM toner is no longer readily available (discontinued by the manufacturer, restricted distribution, exhausted inventory, etc.) Authorized Dealer shall, at its option, either (i) substitute OEM cartridges with compatible (3rd party) toner cartridges, or (ii) substitute comparable printer(s) at your expense, or (iii) cancel the balance of any remaining term of the MPS contract for the affected printer(s) and refund the unearned portion of any prepaid charges associated with the printer(s).

ARTICLE II

DCA Software & Technical Requirements
Authorized Dealer must utilize data collection software to provide services under this agreement. Authorized Dealer is responsible to maintain the software, provide updates when necessary, and assist with the initial installation as necessary. The detailed technical information with respect to the Data Collection Agent (DCA) is as follows:

The DCA collects usage data on Products from predefined Management Information Bases (MIBs), using Simple Network Management Protocol (SNMP). For greater security, the DCA initiates communication solely with the Authorized Dealer Data Repository. Communication sessions are conducted via HTTPS (port 443), the universal standard in secure transactions. The DCA sends and receives data in a single hourly session.

Authorized Dealer does not provide root access or local edit access to the DCA and Authorized Dealer does not permit scripts to be run against the DCA.

Customers must provide the following technical information in conjunction with the implementation of the Canon Managed Print Services program. This information is required specifically for the expressed purposes of configuration and implementation of the DCA. Requirements and details below may be subject to change based on modifications to the existing software or a change to the DCA software being utilized.

INFORMATION
DCA Server (must be able to access all subnets with devices under contract)
Hostname
IP Address
Default Gateway
Fully Qualified Domain Name
DNS Server (primary and secondary)
Subnet Mask
Network
Subnet Range(s)
Proxy (if applicable)
Proxy Name
Port Number
Username / Password (if required)
SNMP
Public (READ)
Any non-public SNMP community strings

CONFIGURATION
In addition to the information above to function properly, the DCA requires the following network configuration
Port 80 TCP (outbound access)
Port 443 TCP (outbound access)
SNMP (access to all subnets with devices on contract) Port 161 UDP (access to all subnets with devices on contract)
ADDITIONAL PORTS REQUIRED FOR MDS CLOUD CC AGENT
- Port 427 UDP (outbound access)
- Port 47545 UDP (outbound access) (Canon Devices)
- Port 47546 TCP (outbound access) (Canon Devices)
- Port 9007 TCP (outbound access) (Canon Devices)
- Port 50700 UDP (inbound access) (Canon Device event notifications)
- Port 11427 UDP (inbound access) (Canon Device power status notifications)
- Port 44301 TCP (inbound access) (Open CC Agent dashboard on network)

HARDWARE
Hardware: Non-dedicated server powered on 24 hours a day, 7 days a week
Network Card: 100mbit or higher
RAM 512 MB or higher
Internet connected browser

ADDITIONAL HARDWARE REQUIRED FOR MDS CLOUD CC AGENT

- Dual Core CPU 2.0GHz or faster
- RAM 4GB or more Recommended 8GB or more
- Available Storage 8GB or more Recommended 35GB or more

SOFTWARE

Computers where the DCA will be installed must meet the following software requirements:
Windows 7, 8, 10, Server 2008 R2, Server 2012, Server 2016 or higher and .NET Framework 3.5 SP1 Including .NET 3.0 and 2.0 Feature enabled
Virtualization software support: The following virtualization software will support the installation:
Microsoft Virtual Server 2005
VMware GSX

ADDITIONAL SOFTWARE REQUIRED FOR MDS CLOUD CC AGENT

- Virtual Environments:

VMware vSphere v6.0/v6.5
Microsoft Hyper-V: Windows Server 2008 R2/Server 2012/Server 2012 R2

- .NET Framework 4.5.2 or higher: https://www.microsoft.com/en-US/download/details.aspx?id=42643
- IIS 10.0 Express: https://www.microsoft.com/en-us/download/details.aspx?id=48264
- SQL Server Express 2014 SP2 or higher: https://www.microsoft.com/en-US/download/details.aspx?id=53167

COLLECTION INTERVALS FOR MDS CLOUD CC AGENT

- Errors and alerts – Every 5 minutes while not in sleep mode
- Consumable Supplies (Toner & Paper levels) – Every 60 minutes while not in sleep mode
- Counters – Every 8 hours

DATA TRANSMISSION

The DCA transmits small amounts of data to the central server. This data includes only statistical and alert condition information. NO IMAGE DATA IS TRANSMITTED. The following data estimates are provided to assist in the assessment of network impact.
DCA scan, blank IP: 5.2KB
DCA scan, 1 printer: 7.2KB
DCA scan, 1 printer, 254 local IP addresses: 96KB
DCA scan, network of 15 printers, 254 local IP addresses: 125KB

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ATTACHMENT 5 – CANON 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 Océ 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.

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Exhibit 2
Connecticut Standard Terms

1. Definitions

a. Business Day

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

b. Claims

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

c. Client Agency Data

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

d. Confidential Information

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

e. Confidential Information Breach

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

f. Contractor IP

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

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g. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

h. Corrective Action Plan, or CAP

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

i. Deliverable

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

j. Documentation

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

k. Effective Date

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

l. Force Majeure Event

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

m. Goods

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

n. Improvement

Any Contractor changes, patches, corrections, repairs, replacements, additions, modifications, enhancements, updates, releases, revisions, error fixes, bug fixes or any new versions of Deliverables, or any combination of the foregoing, that are to be or may be provided as a

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Deliverable from time to time. An Improvement may serve any purpose. Improvements do not include upgrades to software for which Contractor charges its customers, or upgrades by a Licensor that is charging Contractor for such upgrade.

o. Licensor

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

p. Maintenance Services

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

q. Materials

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

r. Perform

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

s. Performance Criteria

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

t. Purchase Order

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

u. Records

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

v. Replacement Deliverable

Any new Deliverable that replaces a previously accepted Deliverable.

w. Service Level Agreement (SLA)

Exhibit 4, which sets forth and describes the service level, response times and associated obligation

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between the parties, that may be set forth in this Contract or in a Statement of Work as applicable.

x. Site

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

y. Specifications

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

z. State

The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

aa. Statement of Work ("SOW")

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

bb. System

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

cc. Term

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

dd. Termination

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

ee. Warranty Period

The 90-day period commencing upon the Acceptance Date for the System or Deliverable.

2. P-Card (Purchasing Credit Card

a. Purchases may be made using the State of Connecticut Purchasing Card Program ("P-Card Program or P-Card") in accordance with sections 4-98(c) and 42-133ff(a) of the Connecticut General Statutes.

b. Contractor shall be equipped to receive orders issued by the Client Agency using the P- Card Program. The Contractor shall be responsible for the credit card user-handling fee associated

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with P-Card Program purchases. The Contractor shall charge to the P-Card only upon acceptance of Goods delivered to the Client Agency or rendering of Services.

c. The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

d. Questions regarding the state of Connecticut P-Card Program may be directed to the Procurement Card Program Administrator at DAS.PCardAdmin@ct.gov.

3. Purchase Orders

a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.

b. The Client Agency shall issue a Purchase Order against this Contract directly to the Contractor and to no other party.

c. All Purchase Orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.

d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk.

e. The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

4. Delivery

a. Delivery shall be made as ordered and in accordance with this Contract. Unless otherwise specified in this Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

b. In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in this Contract, such extension applying only to the particular item or shipment.

c. Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in this Contract.

d. All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

5. Time of the Essence

Time is of the essence with respect to all provisions of this Contract that specify a time for

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Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

6. Waiver

a. No waiver of any Breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity.

b. A party's failure to insist on strict performance of any provision of this Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

7. Emergency Standby for Deliverables

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

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

8. Deliverable Evaluation, Acceptance and Ownership

a. Any Deliverable furnished by Contractor under the terms of this Contract will be subject to User Acceptance Testing. User Acceptance Testing (UAT) for each Deliverable begins as of the date the Client Agency notifies the Contractor in writing that the Deliverable provided for UAT has successfully met the Acceptance Criteria, was successfully delivered and/or installed in the development and testing computer environment and is ready for UAT. The following procedures will apply during UAT:

   1. The Client Agency shall provide Contractor with (a) written notice of Acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, the deficiencies preventing Acceptance.

   2. Contractor shall have five (5) Business Days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make the Deliverable conform in all material respects to the applicable Specifications. The Client Agency shall review the corrected Deliverable and notify Contractor in writing of Acceptance or rejection in accordance with the foregoing provisions of this Section.

   3. The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of

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the Deliverable from Client Agency to Contractor.

b. After Acceptance by the Client Agency of each of the Deliverables required under Exhibit ASOW of the Master Agreement, the Client Agency shall perform UAT on the System for Acceptance prior to implementing the System in the Client Agency's production environment. If UAT for the System is successfully completed, the Client Agency shall in writing notify the Contractor of the Client Agency's Acceptance of the System, and the date of such notice will be the Acceptance Date for the System.

c. If requested by Contractor, Client Agency shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Client Agency, so long as such certificate does not amend, alter or modify in any way the terms of this Contract.

d. The State shall own all Deliverables provided by Contractor under this Contract, subject to subparagraph e) below, and shall have the right to alter, modify, create derivative works, copy and distribute any Deliverable acquired under this Contract including any and all configuration, programming, inventions or improvements to computer programs or base software or both, specifically developed by the Contractor and paid for by the Client Agency pursuant to this Contract. The State shall retain all ownership rights to any such configuration, programming, inventions or improvements.

    1. The State shall own any inventions or improvements to Contractor IP, if such invention or improvement was developed in the Performance of this Contract and paid for by the State. Contractor shall have a perpetual license at no cost to use any such inventions or improvements to Contractor IP for Contractor's own or commercial purposes.

    Nothing in this provision shall be construed as transferring to the State any ownership interest or rights to Contractor IP.

e. The State shall have a nonexclusive, nontransferable, perpetual license to use, alter, modify, create derivative works (without the right to sublicense) and copy Contractor IP in connection with the State's business needs and operations if Contractor IP is provided to the State by Contractor in order to Perform any Services or provide any Deliverables required under this Contract.

f. If any Deliverable becomes the actual or prospective subject of any patent, copyright, license or proprietary rights claim or proceeding, Contractor shall do one or more of the following at the option of Contractor:

    1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the function of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);

    2. Obtain for the Client Agency the right to continued use of the Deliverable; or

    3. If neither 1 nor 2 above is commercially reasonable, Client Agency shall discontinue use of the Deliverable subject to such claim or proceeding and the Contractor shall refund the Client Agency the fees paid for the Deliverable.

g. Each party reserves for itself all proprietary rights not expressly granted to the other. Contractor shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided under this Contract.

9. Data: Access and Ownership

a. Access to Contract and State Data

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

b. Ownership of Data

1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Client Agency or Contractor and Contractor Parties directly or indirectly in connection with this Contract at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located.

2. At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Client Agency or (ii) Termination for any reason, deliver and transfer possession to the Client Agency all of the Data, in a format acceptable to the State.

3. At no cost to the State, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Client Agency, (ii) receiving final payment from the Client Agency, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.

4. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Client Agency shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Client Agency and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Client Agency and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Client Agency, such information as the Client Agency may identify to ensure, in the Client Agency's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

10. Rejected Items; Abandonment

a. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with this Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in

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accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

2. there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;

3. they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

4. if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

5. they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this Section.

11. State Comptroller's Specifications

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

12. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, State employees, and any other

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

13. Background Checks

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

14. Other Warranties

Contractor warrants that:

a. Each Deliverable installed by Contractor, an authorized agent of Contractor or installed by the Client Agency in accordance with Contractor's instructions, will function according to the Specifications and Performance Criteria on the Acceptance Date for such Deliverable;

b. During the Warranty Period, Contractor shall make Improvements to the Deliverable as necessary or appropriate to maintain ongoing reliability according to Performance Criteria identified in Exhibit A – SOW of the Master Agreement; and

c. Contractor shall provide each Deliverable within the time frames established under this Contract or a SOW, as applicable.

d. Contractor does not exclude or modify the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables.

15. System Warranties

a. Contractor represents and warrants that the System shall conform to this Contract, the Specifications, Performance Criteria, Documentation and as applicable, the SOW and that it shall be free from defects in material and workmanship upon the Acceptance Date of the System and through the Warranty Period, unless this Contract is Terminated earlier.

b. During the Warranty Period, Contractor shall, at no charge, make Improvements to the Deliverables as necessary to maintain ongoing System reliability in accordance with the Specifications, Performance Criteria, Documentation, and as applicable, the SOW.

16. Contractor Guaranties

. Contractor shall:

a. Perform fully under this Contract;

b. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

c. Furnish adequate protection from damage for all work and to repair damage of any kind, for

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which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;

d. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices.

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

17. Representations and Warranties Regarding Motor Vehicles

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

a. it is the owner of record or lessee of record of each such motor vehicle used in the Performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

b. each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

c. each Contractor Party who uses or operates a motor vehicle at any time in the Performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

d. each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or

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allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

18. Breach

a. If one party (the “Non-breaching Party”) determines that the other (the “Breaching Party”) has failed to comply with any of the Breaching Party’s corresponding Contract obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Contract. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Client Agency may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Contract. The period set forth in the notice is known as the “Remedy Period.” The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.

b. If the Client Agency determines that the Contractor has committed a Breach, then the Client Agency may require the Contractor to, and Contractor shall, prepare and submit to the Client Agency a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor’s assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Client Agency within (10) Business Days following the Client Agency’s request for the CAP for the Client Agency’s review and approval. Within (10) Business Days of receiving the CAP, the Client Agency must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Client Agency fails to accept or reject the CAP within the (10) Business Days, then the CAP is deemed to have been approved, without more. The Client Agency’s explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Client Agency will approve the CAP when the Contractor re-submits it to the Client Agency for review and approval. If the Client Agency rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Client Agency accepts a CAP, (2) the Client Agency waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Client Agency waives the Breach, or (5) the Client Agency makes a determination to Terminate this Contract. After the first rejection, each of the parties will have (5) Business Days, instead of (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to (3) Business Days each instead of (10) or (5) Business Days.

c. If the Client Agency determines that the Contractor has Breached this Contract, then the Client Agency may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Client Agency notifies Contractor in writing prior to the date that the payment would have been due.

d. For purposes of the Client Agency determining whether there is a Breach under this Contract, or whether any statement in the Representations and Warranties Section of this Contract is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Client Agency considers in determining if there was a Breach, or an instance of false or misleading statements, or both.

e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-

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breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Contract.

f. Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Contract and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Contract. In case of such revocation or Termination, the Client Agency will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.

g. None of the State's rights under this Breach Section diminishes the State's rights under the Termination Section of this Contract.

19. Termination

a. Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate this Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Contract prior to such date.

b. Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Contract and has failed to remedy the Breach, Terminate this Contract in accordance with the Breach Section of this Contract.

c. Notices of Termination must be sent certified in accordance with the Notice Section of this Contract. Upon receiving the Termination notice from DAS, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to DAS or the Client Agency (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to DAS or the Client Agency (as directed in the notice) no later than thirty (30) days after the Termination of this Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

d. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

e. The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit ASOW of the Master Agreement, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Client Agency, the Contractor shall assign to the Client Agency, or any replacement contractor which the Client Agency designates, all subcontracts, Purchase Orders and other commitments, deliver to the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of

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Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency (as directed in the notice) may request.

f. Upon Termination of this Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned in this Contract.

g. Termination of this Contract pursuant to this Section shall not be deemed to be a Breach of contract by DAS or the Client Agency.

20. Continued Performance

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

21. Setoff

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

22. Cross-Default

a. If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in this Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

b. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under this Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or this Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under this Contract.

23. Representations and Warranties

Contractor represents and warrants to the State for itself and, as applicable, the Contractor Parties that:

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a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;

b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;

c. the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

e. as applicable, each has not, within the three years preceding the Effective Date of this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

g. they have notified DAS in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;

h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;

i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;

j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of

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ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property Section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

m. each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;

n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;

o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

p. none owes unemployment compensation contributions;

q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Client Agency, such information as DAS or the Client Agency may require to evidence, in their sole determination, compliance with this Section;

t. each either owns or has the authority to use all the Deliverables;

u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;

v. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and

x. each shall assign or otherwise transfer to the Client Agency or afford the Client Agency the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

24. Further Assurances

The parties shall provide such information, execute and deliver any instruments and documents and

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

25. Advertising

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

26. Contractor Changes

The Contractor shall notify DAS in writing no later than ten (10) days from the effective date of any change in:

a. its certificate of incorporation or other organizational document;

b. more than a controlling interest in the ownership of the Contractor; or

c. the individual(s) in charge of the Performance.

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

27. Contractor Responsibility

a. The Contractor shall be responsible for the entire Performance under this Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Contract.

b. The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

28. Continuity of Systems

a. This Section is intended to comply with Conn. Gen. Stat. §4d-44. Nothing in this Section shall be construed to prevent Contractor from being paid for its Performance that is provided in accordance with this Contract.

b. Contractor acknowledges that the Deliverables, the Systems and associated Services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any

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reason, then Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of the Client Agency information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in Performance as required or permitted in this Contract. Contractor shall not enter into any subcontract for any part of the Performance under this Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32 and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33 in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Contract.

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

1. Facilities and Equipment:

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

2. Software Deliverables created or modified pursuant to this Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other location which the Client Agency identifies, all Deliverables, Materials and Systems, no later than 10 days from the date that the work under the SOW or this Contract is transferred back to the State or to another contractor for any reason. Contractor shall deliver such Deliverables, Materials and Systems to the Client Agency, during the Client Agency's Business Hours, in good working order, and if the Client Agency's equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all Deliverable-related operation manuals and other Documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and

3. Public Records, as defined in Conn. Gen. Stat. §4d-33, which Contractor or Contractor Parties possess or create pursuant to this Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the Client Agency, F.O.B. Hartford, Connecticut or other State location which Client Agency identifies, all Public Records created or modified pursuant to this Contract, any SOW, subcontract or amendment and requested in writing by the Client Agency (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) ten (10) days from the date

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that the work under this Contract or SOW is transferred back to the Client Agency or to another contractor for any reason. Contractor shall deliver to the Client Agency during the Client Agency's Business Hours those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to the Client Agency, during the Client Agency's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

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

29. Security and/or Property Entrance Policies and Procedures

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

30. Disclosure of Contractor Parties Litigation

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

31. Protection of Confidential Information

a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.

b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;

3. A process for reviewing policies and security measures at least annually;

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4. Creating secure access controls to Confidential Information, including but not limited to passwords; and

5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.

c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.

d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

32. Confidentiality; Non-Disclosure

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

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

33. Disclosure of Records Concerning Governmental Functions

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars

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

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

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

35. General Assembly Access to Records

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

36. Profiting from Public Records

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

37. Application of FOIA to Public Records Provided to Contractor

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

38. Ownership Rights and Integrity of Public Records

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

39. Nondisclosure of Public Records

In accordance with Conn. Gen. Stat. § 4d-36, neither Contractor nor Contractor Parties shall disclose

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to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) that a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

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

a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.

b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a Breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.

e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f. Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

41. Indemnification

a. Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other

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professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

b. Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

c. Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.

d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.

e. Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract.

f. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage.

42. Forum and Choice of Law

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

43. Assignment

The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this Section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS' or the State's rights or possible Claims. Notwithstanding the foregoing, Contractor may assign, solely for financing purposes, upon written notification to the State, its title and interest in and to: (i) the Deliverables subject to the NASPO Lease Agreement at Attachment 1 of Exhibit 3; (ii) all payments and other amounts due and to

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become due with respect to the Deliverables; and (iii) all rights and remedies under this Contract with respect to the Deliverables, such payments and other amounts due. However, any such assignment, does not excuse Contractor from fulfilling its obligations outlined in the terms of the Master Agreement or the Contract, and Assignee shall not be considered a Contractor Party. Contractor intends to assign, solely for financing purposes, the rights as set forth immediately above to Assignee and this paragraph constitutes written notification to DAS.

44. Tangible Personal Property

a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

   1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;

   2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

   3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

   4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

   5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut General Statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten percent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

c. Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

45. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C.

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

46. Executive Orders and Other Enactments

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

b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

47. Non-Discrimination

a. For purposes of this Section, the following terms are defined as follows:

1. "Commission" means the Commission on Human Rights and Opportunities;
2. "Contract" and "contract" include any extension or modification of the Contract or contract;
3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

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7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
9. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
10. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

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minority business enterprises as subcontractors and suppliers of materials on such public works projects.

c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

48. Whistleblower Provision

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

49. Summary of State Ethics Laws

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

50. Campaign Contribution Restriction

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

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Exhibit 2
Connecticut Standard Terms

51. Force Majeure

a. The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.

b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.

c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Contract.

d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

52. Notice

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

If to DAS:

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

Attention: Nora Sinkfield

If to the Contractor:

Canon U.S.A., Inc.
One Canon Park
Melville, NY 11747

Attention: Samantha Owens

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

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

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

53. Headings

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

54. Number and Gender

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

55. Amendments, Supremacy, Entirety of Contract

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. Any additional terms within any such Purchase Order, Statement of Work, or other document that contradict the terms of this Contract shall have no force or effect and shall in no way affect, change or modify any of the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

56. Severability

If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Contract shall be valid and enforced to the fullest extent possible by law.

57. Risk of Loss and Insurance

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Client Agency's possession, except when such loss or damage is due directly to the Client Agency's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

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

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

a. Commercial General Liability

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

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

b. Automobile Liability

$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

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

d. Excess / Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. Information Security Privacy

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

f. Professional Liability

During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of $5,000,000 per Claim and Annual Aggregate.

Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance until such a certificate has been provided to the Client Agency.

58. Chief Information Officer Approval of Subcontractors

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

59. Iran Energy Investment Certification

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

60. Large State Contract Representation for Contractor

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

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

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

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the

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person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

62. Consumer Data Privacy and Online Monitoring

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

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Exhibit 2
Connecticut Standard Terms

63. Consulting Agreements Representation

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

Consultant's Name and Title _____ Name of Firm (if applicable) _____

Start Date _____ End Date _____ Cost _____

The basic terms of the consulting agreement are:

_____

_____

_____

Description of services provided:

_____

_____

_____

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

If YES: Name of Former State Agency _____ Termination Date of Employment _____

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EXHIBIT 3 – ATTACHMENT 1 – 23PSX0022

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 accepted by Customer ("Commencement Date"), evidenced by Customer executing CFS' form of acceptance ("Acceptance Certificate") . 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. FMV Leases 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. Capital Leases 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. Straight Leases 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 Canon U.S.A., Inc., 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 Canon U.S.A., Inc. 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 Canon U.S.A., Inc., 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.

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 provide CFS with a tax exemption certificate regarding all fees, assessments, taxes and charges if any, governmentally imposed upon any Equipment. To the extent applicable, 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 through self-insurance or otherwise (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). CFS acknowledges that Customer is an agency of the State of Connecticut and relies upon sovereign immunity as a primary defense to claims. Any claims presented against CFS shall be made pursuant to the claims commissioner process in accordance with Chapter 53 of the Connecticut General Statutes for claims against Customer. Customer shall have no obligation to purchase insurance to satisfy such claims.

15. LOSS; DAMAGE: Customer assumes and shall bear the risk of loss, theft of, or damage to the Equipment from any cause whatsoever, while it is in Customer's possession, 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 Cancel or terminate the Order.

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.

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. 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.

21. 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.

22. GOVERNMENT USE: Customer agrees that 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.

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Exhibit 3, Attachment 2 - 23PSX0022

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	Covered Images Color	Covered Images Long Sheet	Per Image Charge in excess of Covered Images B & W	Per Image Charge in excess of Covered Images Color	Per Image Charge in excess of Covered Images 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 _____

Docusign Envelope ID: 8E7D133F-9D36-4D9F-9726-83796F85D8E5

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 Commencement Date (referred to hereafter as the "Start Date") in the NASPO ValuePoint Master Lease Agreement 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 as of the Start Date . 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 45 days of the invoice date. 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 no time will pricing exceed what is listed in the NASPO ValuePoint 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 NASPO ValuePoint 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 includes Maintenance, which 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 make prompt undisputed payments when due. DEALER may withhold service under this Agreement in whole or in part after DEALER gives You thirty (30) days' notice and the thirty (30) days' notice has expired and until any delinquent payment is received by DEALER. DEALER may also 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 NASPO ValuePoint Master Agreement.

7. **LIMITED WARRANTY.** 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 NASPO VALUEPOINT 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 YOU, AUTHORIZED DEALER OR 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.

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Exhibit 3, Attachment 3 – 23PSX022

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 3, the terms and conditions in this Attachment 3 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") in Attachment 2. 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

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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

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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.

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Exhibit 4

SERVICE LEVEL AGREEMENT

1. Client Agency Level SLA

1.1. Equipment Availability Agreement

Contractor shall maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Uptime	96% or Better
Average On-Site Response Time	4 Hours or Less

1.2. Total Quality Commitment (TQC)

Free Replacement - If Buyer's Canon MFD, Facsimile or its accessories, do not operate within Canon's product specifications during the term of its lease, or, if purchased, its maintenance service term, and if the equipment cannot be repaired to perform within product specifications, Contractor will replace the MFD, facsimile or accessory at no charge with a model of equal or better features and specifications.

1.3. Equipment Availability Reports:

Contractor shall upon request provide Client Agency with a quarterly report, in electronic form, or such other form as Client Agency may approve in writing. The report must describe Actual Equipment Availability during the calendar quarter as compared to the Equipment Availability requirement. The report must include the following as a minimum:

a. Number of Service Calls placed, response time per device, dates that Preventative Maintenance was performed, if applicable, and estimated end of Useful Life per Device, based on current usage.
b. A description of the actual performance of the System relative to the Equipment Availability requirement.
c. If performance of Equipment has failed in any respect to meet or exceed the Equipment Availability requirement during the reporting period, a description in sufficient detail to inform Client Agency of the cause of such failure, the length of the failure and the corrective actions the Contractor has taken to ensure that the Equipment Availability requirements are fully met. Any such failure to meet the 96% Equipment Availability requirement will trigger the rights and obligations in Section 1.4, Equipment Performance, Non-Compliance in this Exhibit 4.

1.4. Equipment Performance, Non-Compliance:

1.4.1. Equipment Unavailability:

1.4.1.1. The parties deem the 4% of allowed unavailability to be 29 hours in any month. If the Contractor fails to provide 96% or better uptime Equipment Availability in any month, meaning that the unavailability exceeds 29 hours in that month, then for every hour or part of an hour, during normal business hours (8AM-5PM, Monday

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through Friday), Contractor shall incur a charge of 10% of the total invoice for the month to be credited to the invoice until Equipment Availability is restored. The unavailability beyond the allowed 29 hours is measured commencing with minute 1 beyond the 29 hours. Partial hours shall be prorated upwards to next one-half (1/2) hour.

1.4.1.2. The charge imposed on Contractor under Section 1.4.1.1 of this Exhibit 4 will be paid to Client Agency within forty-five (45) calendar days OR applied as a service level credit(s) to offset Client Agency's next Equipment payment to Contractor.

1.4.1.3. For any service level credit assessed, Client Agency will send a written notice to Contractor detailing the amount to be applied as a service level credit and the payment date to which Contractor shall apply the service level credit. The Contractor shall then credit Client Agency the amount on the next billing invoice.

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

1.4.2. Free Loaner:

1.4.2.1. If Client Agency's Canon MFD is out-of-service more than two (2) consecutive business days after notifying Contractor or requires off-site service, a loaner MFD will be provided by the Contractor's Dealer at no additional charge.

1.4.2.2. All loaned equipment is the property of Contractor or the Contractor's Authorized Dealer and must be returned to Contractor or the Contractor's Authorized Servicing Provider at the time the repaired or replaced equipment is tendered.