

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION**  
**COPIERS, PRINTERS & RELATED DEVICES 14-19**  
**Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT  
Konica Minolta Business Solutions USA, Inc  
Nevada RFP 3091  
(hereinafter "Contractor")

And

State of Maine  
(hereinafter "Participating State/Entity")

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1. Scope: This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by Political Subdivisions and other eligible entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded devices and services in the following categories:

- Group A – Convenience Copiers
- Group B – Production Copiers
- Group D – Printers

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:

Purchase: Not Applicable

Lease: Attached Master Premier Lease Agreement

4. Leases

Political subdivisions and other entities authorized by the State, may enter into a separate Master Premier Lease Agreement(s) under this Participating Addendum. The form of the Master Premier Lease is attached as Exhibit A. Notwithstanding anything to the contrary in this Participating Addendum, or in the Contract, in the event of a conflict between the Contract, Purchase Order(s), Master Premier Lease Agreement or the Master Price Agreement, the terms of the Master Premier Lease Agreement will supersede and control. The terms and conditions of the Master Premier Lease Agreement and the Non Appropriations Rider (for qualifying state and local government entities only) will be incorporated by reference into any Purchase Order issued by purchasing entities for the leasing of equipment under the Master Price Agreement. The Purchase Order will be considered a Schedule to the Master Premier Lease

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Agreement.

Lease agreements shall expire upon completion of the specified lease period. The customer shall make arrangements with the lessor to either have the equipment picked up upon lease end or notify lessor of intent to renew. A Customer's failure to notify the lessor of the intent to terminate does not constitute intent to renew. Lease may only be renewed up to a total of a five (5) year combined lease term, from date of installation.

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

<u>Contractor</u>	
Name	Konica Minolta, Kristen McKenna, Director, Government Contracts
Address	1595 Spring Hill Road, Ste. 410, Vienna, VA 22182
Telephone	703-760-3573
Fax	
E-mail	<a href="mailto:naspovp@kmb.konicaminolta.us">naspovp@kmb.konicaminolta.us</a>

Local Contractor Contact: The local contact individual for this participating addendum is as follows (or their named successors):

Name	Fredrick Slavin, Government Account Manager
Address	1595 Spring Hill Road, Ste. 410, Vienna, VA 22182
Telephone	201-657-3326
Fax	703-506-1257
E-mail	<a href="mailto:fslavin@kmb.konicaminolta.us">fslavin@kmb.konicaminolta.us</a>

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Participating Entity

Name	Justin Franzose
Address	111 Sewall St, SHS #9, Augusta, ME 04333-0009
Telephone	207-624-7337
Fax	207-287-6578
E-mail	Justin.Franzose@maine.gov

Participating Entity

Name	Terry Demerchant
Address	111 Sewall St, SHS #9, Augusta, ME 04333-0009
Telephone	207-624-7334
Fax	207-287-6578
E-mail	Terry.L.Demerchant@maine.gov

**6. Subcontractors:**

All Konica Minolta Business Solutions U.S.A. Inc., authorized dealers and direct branches, as shown on the dedicated website <http://kmb.konicaminolta.us/naspo3091>, are approved to provide invoicing, sales and service report to participants in the NASPO ValuePoint Master Price Agreement. Konica Minolta Business Solutions U.S.A., Inc. dealers and direct branch participation will be in accordance with terms and conditions set forth in the aforementioned Master Agreement.

**7. Purchase Order Instructions:**

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract #3091 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

**8. Additional Service Level Agreement Commitments:** The Service Level Agreement (SLA) set forth as Exhibit O provides additional service level goals.

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**9. Price Agreement Number:**

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Lead State price agreement number: 3091

**10. Individual Customer:**

Each political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each political subdivision will be responsible for their own charges, fees, and liabilities. Each political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.



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

Participating State/Entity: State of Maine	Contractor: Konica Minolta Business Solutions USA, Inc
By: 	By: 
Name: Kevin Scheirer	Name: Kristen McKenna
Title: Director, Division of Purchases	Title: Director Government & Cooperative Contracts
Date: 6/7/2017	Date: 6/8/17

If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION

Name	Shannon Berry, Cooperative Development Coordinator
Telephone	775-720-3404
E-mail	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

[Fully executed PDF copy of this document should be emailed to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting  
 in appropriate data bases]

## Master Premier Lease Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

This Master Premier Lease Agreement ("Agreement") is written in "Plain English". The words **you** and **your**, refer to the customer (and its guarantors). The words **Lessor, we, us** and **our**, refer to **Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates.** (Supplier)

### CUSTOMER INFORMATION

FULL LEGAL NAME		STREET ADDRESS		
CITY	STATE	ZIP	PHONE*	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)		BILLING STREET ADDRESS		
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

### SUPPLIER INFORMATION

NAME OF SUPPLIER		STREET ADDRESS		
CITY	STATE	ZIP	PHONE	FAX

### TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

1. LEASE AGREEMENT: You agree to lease from us the personal property as identified in Schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You may issue Purchase Orders that incorporate by reference, this Master Premier Lease Agreement and the related Non Appropriation Rider and if so incorporated by reference, each such Purchase Order will constitute a Schedule for the purposes of this Master Premier Lease Agreement. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will possess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. This Agreement will continue from the Billing Date for the Term shown. Any extension or renewal of the Term will be in accordance with the Term extension and renewal terms and conditions of the NASPO ValuePoint (lead by the State of NV) Contract Number 3091 as modified by that certain Participating Addendum between you and Konica Minolta Business Solutions U.S.A., Inc. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales and/or use tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

(Continued on back)

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

### LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

### CUSTOMER ACCEPTANCE

	X		
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED	

FEDERAL TAX I.D. #

PRINT NAME

TITLE

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See reverse side for additional terms and conditions.

**3. OWNERSHIP OF EQUIPMENT:** We are the Owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.

**4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement or on any Schedule. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that any manufacturer or Supplier warranty is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to such warranty and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier.

**5. LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will make the Equipment available for pick up, in retail resaleable condition (normal wear and tear acceptable), full working order, and in complete repair.

**6. LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

**7. COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. You agree to cooperate with us and any insurer in the placement of any coverage and claims thereunder.

**8. INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.**

**9. TAXES AND FEES:** You agree to pay when invoiced all sales and/or use taxes and fees relating to this Agreement or the Equipment unless a valid exemption certificate is supplied. We will file all tax returns. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable sales and/or taxes.

**10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

**11. DEFAULT AND REMEDIES:** (a) If you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following; (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and/or any and all Schedules and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY**, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of such Schedule, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of such Schedule (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

**12. UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

**13. CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

**14. LESSEE GUARANTEE:** You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. You waive the right to challenge in court the authenticity of a faxed or other electronically-transmitted signed copy of this Agreement and any schedule and agree that the faxed or other electronically-transmitted signature copy containing your faxed or other electronically-transmitted signature and our manual or electronic signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 11.

**15. COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 4, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**



KONICA MINOLTA

NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Master Premier Lease Agreement No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_ ("Lease"), is by and between Konica Minolta Premier Finance (Lessor) and \_\_\_\_\_ (Customer). Capitalized terms used herein without definition shall be defined as provided in the Lease.

Notwithstanding anything contained in the Lease to the contrary,

1. Customer presently intends to continue the Lease and any Schedule to the Lease for the entire term and to pay all rentals or other payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Customer's budget will include in the budget request for each fiscal year during the term of any Schedule to the Lease the rentals to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due therein. The parties acknowledge that appropriation for rentals is a governmental function which Customer cannot contractually commit itself in advance to perform and the Lease and any Schedule to the Lease does not constitute such a commitment. However, Customer reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Customer's continued utilization of the Equipment covered under a Schedule in the performance of its essential functions during the term of any Schedule to the Lease.

2. If Customer's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under a Schedule to the Lease and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Customer shall give Lessor immediate notice of such Non-Appropriation and provide written evidence of such failure by Customer's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Schedule(s) to the Lease (the "Return Date"), Customer shall return to Lessor all, but not less than all, of the Equipment covered by the Schedule(s) to the Lease, at Customer's sole expense, in accordance with the terms hereof; and (iii) the Schedule(s) to the Lease shall terminate on the Return Date without penalty or expense to Customer and Customer shall not be obligated to pay the rentals beyond such fiscal year, provided, that Customer shall pay all rentals and other payments due under the Schedule(s) to the Lease for which moneys shall have been appropriated or are otherwise available, provided further, that Customer shall pay month-to-month rent at the rate set forth in the Schedule(s) to the Lease for each month or part thereof that Customer fails to return the Equipment as required herein.

3. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by the Customer beyond the amount of such monies. The Lease is not a general obligation of the Customer. Neither the full faith and credit nor the taxing power of the Customer are pledged to the payment of any amount due or to become due under the Lease. It is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Konica Minolta Premier Finance (Lessor)

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
(Date)

Name/Title \_\_\_\_\_

Name/Title \_\_\_\_\_



## Attachment O

### SERVICE LEVEL AGREEMENT (SLA)

The purpose of this model Service Level Agreement (SLA) is to provide the Participating Entities and Awarded Vendors with an example of a guarantee of service levels with penalties for failure to perform. This model SLA utilizes a scorecard method for the Customer level SLA and flat rate penalties for the Participating Entity. Awarded Vendors are to negotiate their own SLA with each Participating Entity at time of initiating the Participating Addendum. All parties are cautioned to utilize measurements that are reportable and measurable.

#### 1. Customer Level SLA

##### 1.1 Purpose

The purpose of this addendum is to define service levels; penalties for the performance of the service levels; as well as provide the Customer with a defined replacement process for equipment performing below expectations.

##### 1.2 Customer Service Level Agreement

Vendor agrees to 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
First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between Vendor and the State.

##### 1.3 Calculation of Service Level Points

Once per quarter, Vendor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart. These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter's service and supplies billing (expressed as a negative %).

<b>1.4 Performance</b>	<b>Target Level</b>	<b>Below Target 1</b>	<b>Below Target 2</b>	<b>Below Target 3</b>	<b>Below Target 4</b>
<b>Average Uptime</b>	96% or Higher	95.9% - 94%	93.9% - 92%	91.9% - 90%	90% or lower
<b>Possible Points</b>	4	3	2	2	0
<b>Average On-Site Response Time (in Hours)</b>	<b>Target Level</b>	<b>Below Target 1</b>	<b>Below Target 2</b>	<b>Below Target 3</b>	<b>Below Target 4</b>
	4 or Less	4.1 – 5	5.1 - 6	6.1 - 7	7.1 or more
<b>Possible Points</b>	4	3	2	2	0
<b>First Time Fix</b>	<b>Target Level</b>	<b>Below Target 1</b>	<b>Below Target 2</b>	<b>Below Target 3</b>	<b>Below Target 4</b>
	80% or Higher	79.9% - 70%	69.9% - 60%	59.9% - 50%	Less than 50%
<b>Possible Points</b>	4	3	2	2	0
<b>Total Score</b>	<b>Target Level</b>	<b>Below Target 1</b>	<b>Below Target 2</b>	<b>Below Target 3</b>	<b>Below Target 4</b>
	12 – 10	9 – 7	6 - 4	3 – 1	0
<b>Penalty/Award as a percentage of quarterly service and supplies billings</b>	0%	-2.5%	-3.0%	-3.5%	-4.0%

The penalty shall be awarded to the Customer as a credit on the following period's service and supplies invoice.

### 1.5 Equipment Performance

Vendor guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

<b>Group</b>	<b>Devices</b>	<b>Segments</b>	<b>Quarterly Uptime</b>
A	Convenience Copiers	All	95%
B	Production Print Copiers	All	95%
D	Printers (Color and Black & White)	All	95%

If any unit fails to maintain this level of performance between calls and or the monthly uptime, excluding service calls caused by operator error that system will be subject to replacement at the Customers discretion on a like-for-like basis with

then current technology. Prior to installing a substitute product, supplier will be allowed 90 days to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit’s ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Contract. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier’s payment requirements.

**1.6 Additional Vendor Guarantees**

1.6.1 **Training** – On-going training as requested by the Customer to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support. A penalty of \$50 per incident that does not meet the turnaround time specified above to be credited on the next service bill.

1.6.2 **Loaner Unit/Backup Production** – If any unit is inoperable for a period in excess of 72 hours, Vendor shall provide the Customer with either:

- i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or
- ii) Provide the Customer with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Vendor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

1.6.3 **Invoicing** – Vendor shall maintain timely, accurate invoicing, less service run impressions, as defined below. Failure on the vendor’s part to maintain these levels as defined shall result in a \$50.00 per instance credit on the following invoice. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default.

<b>Measurable</b>	<b>Service Level</b>
Timely Invoicing	Invoices will be submitted no later than the 25 <sup>th</sup> of the month immediately following the close of a billing period.
Accurate Invoicing	Invoices do not require any credits for miss-billing
Service Impressions	Vendor will credit all service run impressions within the same billing cycle

## 2. Reporting and Billing

- 2.1 **Timely Reporting** – Vendor shall produce reporting for the State within 30 days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the 30 day period.
- 2.2 **Timely Payment of Administrative Fees** – Vendor shall produce payment for any State Specific Administrative Fee within 30 days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the 30 day period.
- 2.3 **Accuracy of Reporting** – The State may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State’s satisfaction; the State may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State for the cost of the auditor as well as correcting any administrative fee errors.
- 2.4 **Accuracy of Billing** – The State may request at any point proof of the billing accuracy through the data set supporting the billing. If the State has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State’s satisfaction; the State may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State for the cost of the auditor as well as correcting any billing errors.
- 2.5 **Penalties** – All penalties under this, section two (2) of the Service Level Agreement, shall be payable to the State.
- 2.6 For items 2.1-2.5 - The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default.