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

MASTER AGREEMENTCanon U.S.A., Inc.
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina Budget and Control, Division of Procurement Services
(hereinafter 'Participating State')
SC Contract Number: 4400010796

1. Scope: This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other 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 C – Wide Format Copiers
Group D – Printers
Group F — Scanners

Canon U.S.A, Inc., or its authorized reseller/dealers are authorized under this WSCA agreement to offer the following pricing options:

A) Purchase of Canon Copiers from Authorized Dealers.
B) Offer leasing only through Ontario Investment as defined in paragraph Cc of this document.
C) Maintenance to be billed locally by Authorized Dealers.
D) This contract shall include the following copier groups: Groups A-F.

This Addendum is between Canon U.S.A, Inc. and all participating South Carolina public procurement units (as defined by S.C. Code Ann §11-35-4610 (5), as amended) or governmental bodies (as defined by S.C. Code Ann § 11-35-310 (18), as amended).

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, 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.

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Pursuant to Section 11-35-510 of the South Carolina Code of Laws, ITMO is authorized to act as the statutory procurement agent for every state governmental body (as defined by S.C. Code Ann. § 11-35-310(18), as amended). Consistent with its statutory authority, ITMO is acting solely in a representative capacity and on behalf of such state governmental bodies.

Participation by local public procurement units (as defined by S.C. Code Ann. § 11-35-4610(3), as amended) in the Master Agreement is optional. By submitting an order and receiving delivery of an item pursuant to the Master Agreement, a local public procurement unit manifests its intent to be and is bound by the Master Agreement, including this addendum, unless the local public procurement unit has entered into a separate Participating Addendum.

3. Participating State Modifications or Additions to Master Agreement:
Unless otherwise stated, terms used herein shall have the definitions assigned by Master Pricing Agreement. Note: Any and All applicable references of Nevada (NV) law are to be changed to read, South Carolina (SC).

A) Definitions:

"ITMO means Information Technology Management Office established by South Carolina Code Section §11-35-820, as amended.

"Authorized Agent" All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.

"Board" means the South Carolina Budget & Control Board.

"Board as Procurement Agent" The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the Board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

"Buyer" means the Procurement Officer.

"Change Order" means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

"Contract" See Section 1 of Attachment A of the Master Agreement.

"Contract Modification" means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

"Ordering Entity" Using Governmental Unit that has submitted a Purchase Order.

"Participating Addendum" as defined in the Master Service Agreement, forms a part of the Master Service Agreement, and supersedes the Master Service Agreement to the extent of any inconsistency. The terms and conditions of this Addendum apply only to the relationship between SC Participants and Contractor.

"Procurement Officer" means the person, or his successor, identified as such in this Participating Addendum.

"You and **Your"** means Contractor.

"SC Participant(s)" means all participating South Carolina public procurement units (as defined by S.C. Code

"SERVICES" means the furnishing of labor, time or effort by a contractor not required to deliver a specific end product, other than reports which are merely incidental to required performance. The term includes consultant services other than architectural, engineering, land surveying, construction management, and related services. This term does not include employment agreements, or services as defined in Section 11-35-310-(1)B. See listing of approved services for this contract in item 1-c

South Carolina Prompt Payment Statute:

The obligations of any SC Participant are governed by Section 11-35-45 of the South Carolina Code of Laws, if the participant is a "governmental body," as that term is defined in Section 11-35-310(18).

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SC Contract Number: 4400010796

"State" means the Using Governmental Unit(s) identified on the Cover Page.

"Subcontractor" means any person having a contract to perform work or render service to Contractor as a part of the contract.

"Using Governmental Unit" means all South Carolina Public Procurement Units [11-35-4610(5)] eligible to purchase under this contract.

"Work means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [2A003-modified]

Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended).

A. SC Registered Distributor:
Vendor agrees to distribute its products to South Carolina governmental bodies through vendors registered with the South Carolina Secretary of State as an authorized South Carolina vendor http://www.scsos.com.

B. IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: **http://procurement.sc.gov/PS/PS-iran-divestment.phtm**(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to enter into this Participating Addendum with you. (b) By signing this Addendum, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of the fully executed Addendum, you are added to the Iran Divestment Act List. [02-2A077-1 modified]

C. IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015): (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with

any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

D. Choice of Law :

This PA is established as a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price." Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts. [7B225-modified]

The contract, any dispute, claim, or controversy relating to the contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. [7A010-modified]

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided in the contract or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [7A025-modified]

E. Suspension of Work:

Should circumstances arise as required in accordance with applicable law or regulations which would cause the State to suspend the work, but not terminate the contract, this will be

done by formal notice. The work may be reinstated upon advance formal notice from the State. State will reimburse Contractor for products delivered or services performed through the date of suspension of work.

F. Non-Indemnification (Jan 2006):
Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

G. Payment & Interest:
(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. [7A055-modified]

H. Publicity (JAN 2006):
Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1

I. Purchase Orders (JAN 2006):

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

J. CISG (JAN 2006):

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

K. Statewide Term Contract – Contract Limitations:

No sales may be made pursuant to this contract for any item or service that is not expressly included in the Scope. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [7B045-modified]

L. Statewide Term Contract – Acceptance Of Offers 10% Below Price:

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract for the exact same product model and configuration and based on comparable terms and conditions and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [7B227-modified]

M. Waiver of Consequential Damages

Neither party nor its suppliers or licensors shall be liable with respect to any product or other subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for any incidental or consequential damages, including without limitation, lost profits, even if they have been advised of the possibility of such damages. Nothing herein shall be construed to waive any clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on recovery provided by law.

N. Ownership of Information

All government information, except unrestricted information, either furnished by or specifically prepared exclusively for the State pursuant to this contract shall belong exclusively to the State.

O. Relationship Of Using Governmental Units (JAN 2006):

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

P. Item Subsitution:

No Substitutes will be allowed on Purchase Orders received from South Carolina procurement units without written permission from the issuing procurement unit.

Q. Authorized Dealers

As found is SC Consolidated Procurement Code Section 11-35-4810 paragraph 2, Contracts may be only awarded to manufacturers who will be distributing the products to South Carolina governmental bodies through South Carolina vendors. All Authorized Dealers will be issued their own contract number and must be approved by the ITMO Procurement Officer and will be solely responsible for the obligations under an Order. Only those Authorized Dealers found to be responsive and responsible by the State will be awarded any contract under this SC participation addendum.

R. Contract History

The State of South Carolina has an auditing requirement for the retention of contract history. The retention for the contract history is three (3) years after the expiration date of the contract. Upon reasonable prior written request no more than quarterly during Contractor's normal business hours the Contractor will make available to the State those records directly associated with Contractor's performance invoices and charges under the Addendum.

S. Quarterly Sales Reporting

Contract Administrator or designee. The initiation and submission of the quarterly reports are the responsibility of the Data Communication Contract Provider. You are responsible to collect and report all sales data including your resellers and partners sales associated with your Master Agreement. There will be no prompting or notification provided by the WSCA-NASPO Contract Administrator. The quarterly usage reports are due as follows:

Quarter #1: January 1 through March 31, due annually by April 30.
Quarter #2: April 1 through June 30, due annually by July 31.
Quarter #3: July 1 through September 30, due annually by October 30.
Quarter #4: October 1 through December 31, due January 30.

Timely Reports and Fees: If the Administrative Fee is not paid by the Due Date or Quarterly Reports are not received by the Due Date, then the Contractor will be in breach of the Contract, and the Contract may be canceled for cause.

T. Administrative Fee

Procurement Services (PS) issues and maintains State term contracts for the benefit of all South Carolina state and local public entities. State term contracts allow all public entities to maximize their purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. In order to maintain and enhance the quality and quantity of its State term contracts, each participating public procurement unit will be assessed an administrative fee. Accordingly, a public procurement unit (as defined in S.C. Code Ann. § 11-35-4610(5)), by participating in this contract, owes (PS) an administrative services fee ("fee"). Participating public procurement units shall pay the fee to contractor as a part of the contract price. Contractor is responsible both for collecting the fee at the time of billing and for remitting the fee to PS. The fee to be collected by the contractor constitutes a debt by the contractor to PS. Contractor shall factor the fee into its contract pricing and shall not separately itemize or invoice for the fee.

For each reporting period, Contractor shall pay to PS a fee equal to one (1.0%) percent of the total dollar amount (excluding sales taxes and adjusted for returns, credits or refunds) of purchases made by any public South Carolina procurement unit from Contractor or Authorized Dealer pursuant to this contract

(a) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than $10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division
Attn: Reports Manager
1201 Main Street, Suite 600
Columbia, SC 29201
Phone: (803) 737-0600 (ask to speak to the Reports Manager)

(b) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.
(c) PS or its authorized representatives shall be afforded access to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract, consistent with paragraph 24 of the Master Agreement. PS agrees not to disclose any material discovered or produced during the audit that the contractor reasonably designates as proprietary or confidential. If the audit indicates that contractor has materially underpaid the administrative fee to PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (d)) and reimburse PS for all costs of the audit.
(d) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(e) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions after Contractor has been provided a reasonable amount of time to cure:
(1) order the contractor to not accept any further orders under the contract until the cause for such order has been eliminated;
(2) terminate this contract;
(3) order the contractor to not accept any further orders under any other statewide term contract;
(4) terminate the contractor's award of any other statewide term contract.
(f) For purposes of this clause, PS is intended as a third-party beneficiary of this contract. Reports MUST reference the SC Participating number 44000010796 to assure accurate accounting of purchases under this contract and reported administrative fees. Each remittance will include the period covered and the contract number.

U. Change in Contractor Representatives

The Contractor will email the South Carolina point of contact within seven (7) business days of any change of contract contacts and contact information.

V. Protection of Human Health & the Environment

The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). Contractor agrees to take all necessary steps to ensure compliance with the requirements applicable to Contractor and the Services it provides.

W. Non-appropriation of Funds

The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the South Carolina State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of

cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

X. Taxes

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

Y. Income Tax Credit for State Contractors Having Subcontracts with MINORITY Firms: TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734- 0657, Fax: (803) 734-2498.

AA.Term: The term of this Participating Addendum shall begin on the *later of* July 1, 2015 or the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

'SC Participant(s) means all participating South Carolina public procurement units (as defined by S.C. Code Ann § 11-35-4610(5), as amended) orgovernmental boides (as defined by S.C. Code Ann. §11-35-310 (18), as amended).

'Lan': If installation is included with LAN equipment it applies from copier to wall only.

BB. Warranty: Contractor warrants that any materials, supplies, and/or equipment provided under Orders shall be subject to the standard limited warranty terms applicable to such materials, supplies and/or equipment. EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

CC. Insurance: Contractor and Authorized Dealers will maintain the following insurance limits while performing any services under this Participating Addendum: (a) Workers' Compensation Insurance for Contractor/Authorized Dealer employees, including coverage required under the State's and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) $1,000,000 for each accident for bodily injury by accident, (ii) $1,000,000 for bodily injury by disease, and (iii) $1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance that includes the State as an additional insured with limits of: (i) $1,000,000 per occurrence for bodily injury and property damage and (ii) $2,000,000 annual aggregate.

DD. With respect to 3.7.4 of the Master Agreement, Contractor can provide Customers with specific options to enhance data security besides the 3-pass overwrite that will be performed by Contractor at no additional charge as required under 3.7.4.3. Some of these options are at an additional cost, including hard drive removal under Section 5.4.6 of the Master Agreement. Customer is responsible for choosing what, if any, options it wants Contractor to provide beyond the included end-of-term 3-pass overwrite, including

whatever erasure standards may be required by applicable law.

EE. The notification requirements of Section 5.4.7.2 of the Master Agreement, "Special Promotions," shall apply exclusively to Contractor in the event Contractor provides special promotion or pricing as a supplement to the applicable Attachment I Price Schedule.

FF. After Section 11.4.2.1.B. of the Master Agreement, "Software Warranty," the following Section 11.4.2.1.C will be added: "The provisions under Section 11.4.2.1.B. apply solely to Embedded Software required for the normal operation of the hardware. To the extent Contractor offers a software product as a separate line item, the warranty coverage for such software, if any, shall be governed by the warranty terms provided by the developer furnishing such software."

GG. Under Section 11.4.2.3 of the Master Agreement, "Infringement Indemnity," and Section 14.b. of Attachment D to the Master Agreement (WSCA-NASPO Master Agreement Terms and Conditions), "Indemnification-Intellectual Property," Contractor's indemnification obligations for infringement apply exclusively with respect to a claimant's United States Intellectual Property rights and Canon or Oce brand manufactured equipment furnished hereunder."

HH. For the avoidance of doubt, Participating State acknowledges that the "work for hire" provision in Section 19 of Appendix D to the Master Agreement, "Pre-Existing Intellectual Property," does not apply to the Equipment and Services furnished under the Agreement.

4. Leases

Lease Agreements:
Any/all leasing will be handle d through the South Carolina Leasing Hardware State Term Contract. Contract information can be found at:

http://procurement.sc.gov/webfiles/IT_CONTR/Hardware_Leasing.pdf

Lease & Purchasers Agreements: State agencies will either Purchase or Lease under this Participating Addendum. Ontario Investments or their successor is the only approved leasing source for the State of South Carolina & provides financing for this contract. No lease/purchase agreements will be allowed under this Participation Addendum (PA).

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MASTER AGREEMENTCanon U.S.A., Inc.
Nevada RFP 3091
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And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina Budget and Control, Division of Procurement Services
(hereinafter 'Participating State')
SC Contract Number: 4400010796

The primary contact for this contract is:	Ontario Investment Inc.
Name:	Jim Marsallo Jr.
Address	6666 Old Collamer Road
	East Syracuse NY 13057
Phone #	315-431-4676
Fax #	315-431-4675
E-mail	**Jmarsallojr@ontinv.com**
ITMO Leasing Contract Information	Information Technology Management Office
Name:	Debbie Lemmon
Address	1201 Main Street, Suite 600
	Columbia, South Carolina 29201
Phone #	(803) 896-5236
Fax #	(803) 737-0102
E-mail	**dlemmon@itmo.sc.gov**

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

Contractor

Name	Canon USA, Mike Hurley, Supervisor, Contract Admin
Participating Entity	1 Canon Park, Melville, NY 11747
Telephone	631-330-2613
Fax	631-330-5459
E-mail	isgbidadmin@cusa.canon.com

Participating Entity

Name	Michael Thomas, CPPO, C.P.M.
Address	1201 Main St, Suite 600, Columbia, SC 29201
Telephone	(803)896-5232
Fax	(803)737-0102
E-mail	MThomas@MMO.SC.Gov

6. **Authorized Resellers/Dealers:**
All authorized dealers and resellers in the State of South Carolina, as shown on the dedicated Canon USA (cooperative contract) website ("Authorized Dealers"), are approved to accept Orders from participants in the NASPO Master Price Agreement and, with respect to all Orders accepted by an Authorized Dealer, shall have all of the rights and obligations of "Contractor" under this Contract, and without limiting the foregoing shall be contractually liable for the delivery, sale and leasing of the devices and the performance of services under such Order. Each Authorized Dealer that accepts an Order shall be treated as individual "Contractors" and shall be solely responsible for the obligations under such Order. Each Authorized Dealer will be responsible to follow the terms and conditions of this Agreement with respect to all Orders. Each Authorized Dealer will be solely entitled to all charges, fees, and liabilities under each of its Orders. Each Authorized Dealer with respect to its Orders will have the same obligations under any indemnity or to reimburse any costs allowed in this Contract for their Orders. Charges for all Orders will be invoiced individually by each Authorized Dealer to its purchasers. In the event of any disputes between an Authorized Dealer and a purchasing entity, Canon USA shall use investigate, shall consult with the State and the purchasing entity as appropriate, and shall use commercially reasonable efforts to resolve the dispute.

7. Purchase Order Instructions:
All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO 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.

OBTAIN address and remit to from Canon
Remit to for purchases and maintenance will be Canon Authorized dealer
Remit to for lease payments will be Ontario Investments

8. Price Agreement Number:
All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **[insert appropriate number]** and the Lead State price agreement number: 3091.

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

MASTER AGREEMENTCanon U.S.A., Inc.
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina Budget and Control, Division of Procurement Services
(hereinafter 'Participating State')
SC Contract Number: 4400010796

9. Individual Customer:

Each State agency and 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 agency and 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 agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and 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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And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina Budget and Control, Division of Procurement Services
(hereinafter 'Participating State')
SC Contract Number: 4400010796

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

Participating State: State of South Carolina Information Technology Management Office	Contractor: Canon U.S.A., Inc.
By: Michael S. Thomas	By:
Name: Michael Thomas, CPO, C.P.M.	Name: Hiroyuki Hatta
Title: Procurement Officer	Title: Senior Director & General Manager
Date: 6/26/15	Date: 6/25/2015

[Additional signatures as required by Participating State]

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

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	651-206-3858
E-mail	paul.stembler@wsca-naspo.org

[Fully executed PDF copy of this document should be emailed to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]