

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

MASTER AGREEMENT
Toshiba America Business Solutions, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

[State of South Carolina Information Technology Management Office, a unit of the
South Carolina Budget and Control Board, Division of Procurement Services]
(hereinafter "Participating State")
SC Contract Number: 4400010872

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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 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

Contractor-or its authorized reseller/dealers are authorized under this WSCA agreement to offer the following pricing options:

- A) Purchase of Contractor Convenience Copiers from authorized Contractor dealers.
- B) Offer leasing only through Ontario Investment as defined in paragraph 4 of this document.
- C) Maintenance to be billed locally by Contractor dealers.

This Addendum is between Contractor 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).

In the event of a conflict between the terms and conditions of this PA and any Exhibit or Attachment which are agreed to by the Parties and subject to this PA, the terms and conditions of the Exhibit or Attachment prevail.

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 Service Agreement is optional. By submitting an order and receiving delivery of an item pursuant to the Master Service Agreement, a local public procurement unit manifests its intent to be and is bound by the Master Service 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.

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"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.

"Exhibit A" Intentionally omitted

"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 contract 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

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"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).

"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).

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The parties agree that Section 14.b of the Master Agreement is modified with the following:

1. The parties agree that Section 14.b.2 of the Master Agreement is changed with the following:
 1. Sentence three (3), is replaced with the following: "Otherwise, the Contractor shall have control over the defense and settlement of the claim."
 2. In sentence four (4) after "However," the following is inserted: "regarding the settlement of such claim".
 3. Sentences six (6) and seven (7) are replaced with the following: "If such a claim is made or appears likely to be made, the Indemnified Party agrees to permit Contractor to enable Indemnified Party to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, Indemnified Party agrees to return the Product to Contractor on its written request. Contractor will then give Indemnified Party a credit equal to Indemnified Party's net book value provided Indemnified Party has followed generally-accepted accounting principles;
This is Contractor's entire obligation to Indemnified Party regarding any claim of infringement."

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>.

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- 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

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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 which would cause either Party to suspend the work, but not terminate the contract, this will be done by formal written notice. The work may be reinstated upon advance formal written 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]

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G. Payment & Interest:

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract, unless changed by mutual agreement between the Parties, 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]

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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 and the Master Agreement, which is incorporated herein by reference. 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 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 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. 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.

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N. 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]

O. Item Substitution:

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

P. Authorized Resellers/Distributors

As found in 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 resellers/distributors will be issued their own contract number and must be approved by the ITMO Procurement Officer. Only those resellers /distributors found to be responsive and responsible by the State will be awarded any contract under this SC Participation Addendum.

Q. 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 prior written request, the Contractor will make available to the State those records directly associated with Contractor's performance under the Addendum.

R. 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:

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

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 following a thirty (30) day period wherein parties may resolve any issues over payment.

S. 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 credits or refunds) of purchases made by any public procurement unit from Contractor 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

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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), but not more than one time per year, 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 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.

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(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:

- (1) order the Contractor to not accept any further orders under the Addendum 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 440000XXXX to assure accurate accounting of purchases under this contract and reported administrative fees. Each remittance will include the period covered and the contract number.

T. 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.

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U. 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.

V. 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.

W. 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

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(hereinafter "Contractor")

And

[State of South Carolina Information Technology Management Office, a unit of the
South Carolina Budget and Control Board, Division of Procurement Services]
(hereinafter "Participating State")
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failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the Contractor.

X. 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 11-35-8010 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.

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

MASTER AGREEMENT
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Nevada RFP 3091
(hereinafter "Contractor")

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Y. 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) or governmental 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.

GG. Maintenance and Service Warranty: Service Provider warrants that any Service Provider serviced equipment will perform in accordance with the manufacturer's specifications. If equipment fails to perform in accordance with the manufacturer's specifications and the equipment cannot be repaired to perform within the products specifications, Service Provider will repair the equipment or replace the equipment with equipment of equal or greater functionality at no additional cost to the State. 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.

HH. Insurance: Service Provider will maintain the following insurance limits while performing any services under this Participating Addendum: (a) Workers' Compensation Insurance for Service Provider 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.

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4. Lease Agreements:

a. **Any/all leasing will be handled 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

b.) **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).**

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

Contractor

Name	Christina Fisher, Director, Bid & Proposals, Enterprise Administration
Address	9740 Irvine Blvd., Irvine, CA 92618
Telephone	(949) 462-6325
Fax	(949)462-2557
E-mail	Christina.Fisher@tabs.toshiba.com

Local Contact for Billing and Customer support

Name	TBD
Address	
Telephone	
Fax	
E-mail	

Participating Entity

Name	Michael S. Thomas, CPPO, C.P.M., Procurement Officer	TBD
Address	1201 Main Street, Suite #600, Columbia, SC. 29201	
Telephone	(803)896-5232	

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Fax	(803)737-0102	
E-mail	MThomas@mimo.SC.gov	

6. Subcontractors:

All Contactor dealers and resellers authorized in the State of South Carolina, as shown on the dedicated **Contractor** (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The **Contractors** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. An Authorized Service Provider shall be deemed "Contractor" under this PA for any PO issued directly to and accepted by such Authorized Service Provider and all references in the Lease Agreement to Contractor shall be deemed to refer to such Authorized Service Provider.

7. Purchase Order Instructions:

Orders can be made out to (a) Toshiba America Business Solutions, Inc. or (b) Authorized Service Providers as approved by Contractor and the State. To the extent State and Contractor agree on additional terms, the terms will be documented on the State's PO, or other transaction document such as a Statement of Work, signed by both parties.

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract resulting from RFP # 3091 and State of SC Agreement 4400010832 this Purchase Order shall constitute a Schedule under the Terms and Conditions of the Lease Agreement, (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount (4) If Leased, type of Lease and monthly payment (5) Itemized list of accessories (6) Service Program selected and rates. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

Unless otherwise agreed upon by both parties in writing, signing the delivery and acceptance certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. Contractor will be allowed a thirty (30) day cure period upon receipt of such notification to address any such billing issue. Invoices that require update due to information being received incorrectly or late from the Buyer, are not considered inaccurate.

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For Contractor Orders:

Address Purchase Orders to:	Purchases Remit Payment to:	Leases Remit Payment to:
Toshiba America Business Solutions, Inc. Attn: Operations 9740 Irvine Blvd. Irvine, CA 92618	Toshiba America Business Solutions, Inc. (AKA) Electronic Imaging Div. PO Box 402483 Atlanta, GA 30384-2483	Address Listed on Invoice

For Authorized Service Provider Orders, address to and remit payments as shown on the dedicated **Contractor** (cooperative contract) website or, in the case of lease payments, to the address listed on the invoice.

8. Service Level Agreement is set forth in **Exhibit B** attached hereto and incorporated by reference.
9. **Contractor / WSCA Master Full Service Maintenance Agreement:**
 Notwithstanding anything to the contrary in the Master Agreement, Buyers are subject to Contractor / WSCA Master Full Service Maintenance Agreement ("Master FSM") attached and incorporated herein as **Exhibit C together with the Maintenance Agreement Order Form Exhibit C-1.**
10. Unless otherwise agreed, software is provided subject to the terms and conditions of the license applicable to such software.
11. **Meter Collection Methods:**
 Contractor has at its disposal multiple tools to address these requirements. Contractor can provide electronic remote meter reading and equipment monitoring services using on-premise or cloud based software solutions. Some of these technologies may include fleet management solutions. These solutions allow for automated meter/toner level

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reading and submission for billing, automatic placement of low toner alerts, and automatic placement of service calls in the event of a critical product issue. Additionally, some of these tools also allow for remote configuration and management of the fleet including periodic firmware updates. Contractor, working with the Customer will determine the most appropriate monitoring software based on the customer's environment and requirements. For cloud based monitoring services, Contractor ensures that any data transmitted between customer environment and the monitoring service is highly encrypted and secure.

12. Audit Rights:

Upon the prior written request of the State and no more frequently than once a year during the term of this Agreement, Contractor will provide copies of the documentation that is reasonably necessary for the State to confirm its payment obligations under any invoice. Contractor will assist the State in connection with its efforts to verify the completeness and accuracy of the invoices. In no event, however, will Contractor be obligated to disclose any confidential information not directly pertaining to the invoice in question.

13. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: # **4400010872** and the Lead State price agreement number: 3091.

14. 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

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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 unless accepted by signature of both State and Contractor as stated in Section 7 of this PA. 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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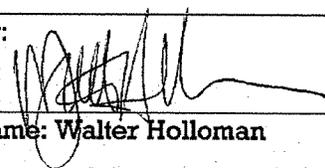
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 Nevada RFP 3091
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of South Carolina Information Technology Management Office Division of Procurement Services	Contractor: Toshiba America Business Solutions, Inc.
By: 	By: 
Name: <i>Michael S. Thomas, CPO, C.P.M.</i>	Name: Walter Holloman
Title: <i>Procurement Officer</i>	Title: Vice President, Enterprise Administration
Date: <i>7/29/2015</i>	Date: 7/24/2015

[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]**

EXHIBIT B

**SERVICE LEVEL AGREEMENT (SLA)
COPIERS, PRINTERS & RELATED DEVICES 14-19**

**PARTICIPATING ADDENDUM – NEVADA RFP 3091
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Administered by the State of Nevada (“Lead State”)**

1. Customer Level SLA

1.1. Purpose

The purpose of this Exhibit B is to outline service levels; as well as provide Customer with a defined process for equipment replacement or loan as set forth herein.

1.2. Customer Service Level Agreement

Contractor 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

1.3. Total Quality Commitment (TQC)

1.3.1. Free Replacement - If Buyer's Toshiba MFD, Facsimile or its accessories, do not operate within Toshiba'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.

1.3.2. Free Loaner:

1.3.2.1. If Customer's Toshiba MFD is out-of-service more than two (2) consecutive business days after notifying a Contractor's Authorized Servicing Provider or requires off-site service, a loaner MFD will be provided by the Contractor Authorized Servicing Provider at no additional charge.

1.3.2.2. All loaned equipment is the property of Contractor or the Contractor's Authorized Servicing Provider and must be returned to Contractor or the Contractor's Authorized Servicing Provider at the time the repaired or replaced equipment is tendered.

**SERVICE LEVEL AGREEMENT (SLA)
COPIERS, PRINTERS & RELATED DEVICES 14-19**

**PARTICIPATING ADDENDUM – NEVADA RFP 3091
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
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1.3.3. Term of Program.

The term of this program is (i) for purchased equipment, three years from equipment installation date or maximum number of copies as stated in the product specifications, whichever occurs first; or, (ii) for leased or rented equipment, the length of the original lease or rental term starting from the equipment installation date or the maximum number of copies as stated in the product specifications, whichever occurs first.

1.3.4. Terms & Conditions Of TQC

This program applies only to new Toshiba MFD and/or accessories acquired by customers from Toshiba or a Contractor Authorized Servicing Provider on or after April 1, 1996, on condition that the equipment: (i) was continuously maintained under a full service maintenance agreement provided by an Authorized Toshiba Servicing Provider, and (ii) only genuine Toshiba parts and consumable supplies are used in the maintenance and operation of the equipment. This program is non-transferable. Product damaged or destroyed because of Buyer's negligence, misuse or abuse, improper electrical power, or an act of God are not covered under this program.

If a Contractor Authorized Servicing Provider is not available to fulfill the terms of this program, Toshiba will resolve any program issues within a reasonable period of time. No modification or extension of this program is effective unless it is in writing and signed by the Vice President, General Manager of Toshiba-Electronic Imaging Division.

1.3.5. How To Exercise This Guarantee

First, notify your Authorized Toshiba Servicing Provider of the problem. If you do not obtain resolution to your satisfaction via your Authorized Toshiba Servicing Provider, send a certified letter documenting your problem and a copy of the dated sales receipt to:

Toshiba America Business Solutions, Inc.
Director of Field Service
9740 Irvine Boulevard
Irvine, California 92618

These maintenance terms are pursuant to a Participating Addendum under NASPO ValuePoint Cooperative Purchasing Organization Master Agreement administered by the State of Nevada RFP 3091 (the "Contract"). By accepting this Exhibit C, Customer agrees to purchase the services as set forth in the Contract for the equipment identified on the Maintenance Order Form. Contractor agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed in the Maintenance Agreement Order Form in accordance with the terms and conditions of the Contract and the Maintenance Agreement Terms below.

MAINTENANCE AGREEMENT TERMS

1. **TERM:** Each asset shall be annually renewable on each yearly anniversary date for an additional one (1) year period. Contractor shall notify Customer in writing of any such pending anniversary date no later than ninety (90) days prior to such date, and Customer shall have until forty-five (45) days prior to such date to notify Contractor in writing that it wishes to renew the term for an additional year in order for such renewal to take effect.
2. For each piece of equipment under this Maintenance Agreement there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Maintenance Agreement is terminated or the equipment is withdrawn from service.
3. **REMOVAL FROM SERVICE.** Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.
4. **INVOICING CHARGES.** Customer will pay the charges set forth in the Contract. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Maintenance Agreement whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess click charges or Overage Charges, as applicable; will be invoiced monthly for the period selected on the Maintenance Order Form.
5. If any part of a payment is not made by the Customer when due, Customer agrees to pay Contractor a Late Charge pursuant to the terms of the Contract.
6. Contractor may estimate the number of clicks used if requested Meter Readings are not received before a new billing period begins. Contractor will adjust the estimated charge for overage clicks upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. Contractor may charge a fee to recover the cost of meter collections if meters are not received.
7. **CONSUMABLE SUPPLIES.** All supplies delivered as part of this Maintenance Agreement remain the property of Contractor until and unless they are consumed by the equipment in the performance of this Agreement. Any supplies not consumed as specified and not surrendered to Contractor upon expiration or termination of the Maintenance Services for an asset will be invoiced to the Customer at Contractor's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from Contractor to Customer if such consumable supplies are stored at Customer's facility.
8. **TAXES.** Unless Tax Exempt, in addition to the charges due under this Maintenance Agreement, the Customer agrees to pay amounts equal to any taxes resulting from this Maintenance Agreement, or any activities hereunder, exclusive of taxes based upon net income.
9. **INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriated electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If Contractor has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from Contractor immediately. Contractor shall have full and free access to the equipment to provide service thereon.
10. If persons other than Contractor representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by Contractor is required, such repairs shall be made at Contractor's applicable Time and Material rates and terms then in effect. If such additional repair is required, Contractor may immediately withdraw the equipment from this Maintenance Agreement.
11. **KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operations Manual and for training additional end-user. If the Key Operator assignment changes, Customer agrees to designate a new Key Operator immediately. Contractor agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at Contractor normal hourly rates.
12. **EXCLUSIONS.** Service under this Maintenance Agreement does not include:
 - a. Furnishing paper, staples (unless purchased by the Customer), replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following;
 - b. Service of equipment if moved outside of Contractor's designated service area;
 - c. Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;
 - d. Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;
 - e. Painting or refinishing of the equipment;
 - f. Making specification changes;
 - g. Performing key operator functions as described in the operator manual;
 - h. Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;
 - i. Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a Contractor supplied power filter/surge protector repairs will be included;
 - j. Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by Contractor including, but not limited to, adequate space, electrical power, air conditioning or humidity control
 - k. Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.
 - l. Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.
13. This Maintenance Agreement is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of Contractor. Any attempt to assign or transfer any of the rights, duties or obligations of this Maintenance Agreement without such consent is void. Contractor's service provided outside the scope of this Maintenance Agreement will be furnished at Contractor's applicable time and material rates and terms then in effect. Contractor is not responsible for failure to render service due to causes beyond its control.
14. **MAINTENANCE SERVICES ORDER FORM.** To place an order for maintenance services use the form "MAINTENANCE AGREEMENT ORDER FORM" attached hereto as Exhibit C-1.

