



State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD16201166
Account Number: AC-1
Revision Number: 01
Change Order Date: July 7, 2016
Service Start Date: June 3, 2016
Service End Date: January 1, 2020
Payment Method: Invoice
Payment Terms: No Payment Terms specified
Currency: USD
FOB Instruction: Destination
Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Michael Hurley
 CANON U.S.A., INC.
 1 Canon
 Suite 300
 Arlington, VA 22204-5711
Phone: 631-330-4144
Fax: 516-327-2173
Email: isgbidadmin@cusa.canon.com

Buyer Contact

Arianne Quignon
 Tel:208-332-1604
 Fax: 208-327-7320
 Arianne.quignon@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

PADD16201166-01 This Change Order is an Administrative Change only. It is to incorporate fianl executed documents into this PADD.

This Contract is for Copiers, Printers and Related Devices pursuant to NASPO ValuePoint Master Price Agreement (14-19 administered by the State of Nevada). This Contract is for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho code, Section 67-2327. The Division of Purchasing or the Requisitioning Agency will issue individual Placement Forms against this Participating Addendum on an as needed basis.

Contract Title: COPIERS, PRINTERS, and RELATED DEVICES 14-19

Contract Usage type: MANDATORY USAGE

Public Agency Clause: YES

Contract Administration: Arianne Quignon

Phone: 208-332-1604

Fax: 208.327-7320

Email: Arianne.quignon@adm.idaho.gov


Canon Contact: Mike Hurley

Phone: 631-330-3613

Email: isgbidadmin@cusa.canon.com

CONTRACTOR: Ship to the FOB Destination and Bill Directly to the Ordering Agency as outlined on the Placement Form. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the PADD Number or PO Number will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for the figures given in this document.

Supplier Part Number	Items		Unit	Unit Price	Total
	Quantity	Back Order			
	1	0	EA	\$1,000,000.00	\$1,000,000.00
Item Description	#1				
	Group A – Convenience Copiers, Group B – Production Copiers, Group C - Wide Format Copiers, Group D – Printers, Group F - Scanners				
					
Delivery Date:	July 8, 2016				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					

Sub-Total (USD)	\$1,000,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$1,000,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By : Arianne Quignon

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

Price Agreement Number: 3091
Canon U.S.A., Inc.
(hereinafter "Contractor" or "Canon USA")
And
The State of Idaho
(hereinafter "Participating State")

1. **Scope:** This Participating Addendum (PADD) covers the Copiers, Printers & Related Devices 14-19 Master Agreement administered by the State of Nevada (Nevada Price Agreement No. 3091) for use by state agencies and other entities located in the State of Idaho (Participating or Ordering Entity) authorized by Idaho's statutes to utilize state contracts with the prior approval of the State's Chief Procurement Official.

This PADD authorizes the purchase and lease of equipment and associated software in all segments of the following categories as set forth in the Master Agreement and detailed below:

- Group A – Convenience Copiers
- Group B – Production Copiers
- Group C – Wide Format Copiers
- Group D – Printers
- Group F - Scanners

Permitted Leasing options include thirty-six (36), forty-eight (48), or sixty (60) month leases for Operational Leases only. Purchases are permitted under this PADD. Canon remanufactured products are also available.

The following items are excluded from this PADD: managed print services, cameras, interactive white boards, micrographic equipment, and overhead projectors.

2. **Participation:** Use of NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state 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 (in Idaho, the Administrator of the Division of Purchasing).

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327 (any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho). The Public Agency placing an order (Ordering Entity) will issue an individual release or Placement Form (Order) against this PADD on an as needed basis during the period noted below.

3. **Term:** This PADD will be effective on the date of last signature, below, and continue through **December 31, 2019**, unless extended, renewed or terminated earlier (the Master Agreement contains a provision for an option to extend up to thirty-six (36) months after the initial term expires December 31, 2019). Note: The State of Idaho Copier Lease Agreement and each Placement Form (or order) issued prior to the termination of this PADD shall survive the termination of this PADD; and the provisions of this PADD (including all incorporated documents) will continue to be in full force and effect with regard to any leases issued against this PADD prior to its termination.

Volume Placement: For purposes of this PADD, a volume placement consists of more than (1) machine in one (1) order. The Ordering Entity and the Contractor may negotiate an additional discount for volume placement when placing an Order for machines for purchase, lease, or any type of rental at one time. Nothing in this PADD prohibits Ordering Entities and Contractor from negotiating additional discounts, based on other factors.

4. **Leases:** Equipment leases may be exercised by Ordering Entities, in accordance with the policies of their individual agencies.

Equipment leases are subject to the Terms and Conditions of the State of Idaho Master Copier Equipment Lease Agreement, attached as **Exhibit A**. To initiate a lease under this PADD, Ordering Entities coordinate with Contractor's authorized resellers to complete a Placement Form (**Exhibit B – Sample Placement Form**).

A signed Placement Form binds the Contractor and Ordering Entity under this PADD.

Lease Term: Terms for each lease shall begin on the date of physical placement of equipment on Purchasing Entity's premises. The initial lease term shall be from the date of placement for thirty-six (36), forty-eight (48) or sixty (60) months thereafter.

5. **Purchased Equipment:** Equipment purchases may be exercised by Ordering Entities, in accordance with the policies of their individual agencies.

To initiate a purchase under this PADD, Ordering Entities coordinate with Contractor's authorized resellers to complete a Placement Form (**Exhibit B – Sample Placement Form**). A signed Placement Form is sufficient to bind the Contractor and Ordering Entity under this PADD.

Taxes: Ordering Entities are public agencies and exempt from the payment of sales or property tax. Any taxes associated with the sale of Products under this Contract are tax exempt. An ST-101 will be provided to Contractor upon request.

6. **Purchases with Maintenance Agreement:**

Ordering Entities purchasing equipment, refurbished or new, under this PADD, have the option to enter into a Service Agreement with Canon for various terms. For all Maintenance Agreements placed under this PADD, a Placement Form must be filled out detailing the Terms for each piece of Equipment. Maintenance Agreements will incorporate installation and full connectivity as well as toner and products, if applicable.

7. Participating State Modifications or Additions to Master Agreement: Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

- 7.1. Assignment: In accordance with Idaho Code 67-5726(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.
- 7.2. Amendments: Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 4.2 will result in the Master Agreement amendment automatically being incorporated in this PADD.
- 7.3. Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
- 7.4. Administrative Fee and Quarterly Usage Report: The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at http://purchasing.idaho.gov/vendor_forms.html. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12,

City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):	Fee and Report Due:
1 st Quarter July 1 - Sept 30	October 31st
2 nd Quarter Oct 1 - Dec 31	January 31st
3 rd Quarter Jan 1 - Mar 31	April 30 th
4 th Quarter Apr 1 - Jun 30	July 31 st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

8. Contractor Additions to Master Agreement:

With respect to 3.7.4 of the Master Agreement, Contractor can provide Customer with specific options to enhance data security besides the 3-pass overwrite that will be available 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.

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."

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 Océ brand manufactured equipment furnished hereunder.

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.

In no event shall the Contractor, its Authorized Dealers, and the Participating State be liable to the other party for any special, incidental, consequential or indirect damages of any kind, regardless of whether such party knew or should have known of the possibility of such damages.

9. 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
Address	1 Cannon Park, Melville, NY 11747
Telephone	631-330-3613
Fax	631-330-5459
E-mail	isgbidadmin@cusa.canon.com

Participating State

Name	Arianne Quignon
Address	650 W. State St., B-15, P.O. Box 83720, Boise, ID 83720-0075
Telephone	208.332.1604
Fax	208.327.7465
E-mail	arianne.quignon@adm.idaho.gov

10. Partner Utilization: All Canon dealers and resellers authorized in the State of Idaho, as shown on the State of Idaho website ([http://purchasing.idaho.gov/statewide contracts.html](http://purchasing.idaho.gov/statewide%20contracts.html)) (referred to as "Authorized Service Providers or "Authorized Dealers"), are approved to provide sales and service support to participants in the NASPO Master Price Agreement; as well as to invoice and receive payment from Ordering Entities on the Contractor's behalf. The Canon dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

11. Applicable Terms: The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

12. Orders: Any Order placed by an Ordering Entity for a Product or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders placed by Ordering Entities within the state of Idaho must include the Participating State contract number as well as the Lead State Price Agreement Number. All State Agencies must use the Placement Form found at [http://purchasing.idaho.gov/statewide contracts.html](http://purchasing.idaho.gov/statewide%20contracts.html) and email a copy of all Placement forms to purchasing@adm.idaho.gov.

Orders can be made out to (a) Canon USA, Inc. or (b) Authorized Service Providers as approved by Canon and the State. To the extent Buyer and Contractor agree on additional terms, the terms will be documented on the Placement Form. With respect to all orders accepted by an Authorized Service Provider, such Providers shall have all of the rights and obligations of "Contractor" under this Agreement, 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.

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract resulting from RFP #3091" and "This Purchase Order shall constitute a Lease 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 (Operational) and monthly payment (5) Itemized list of accessories (6) Service Program selected and CPC rates.

The Contractor must provide timely billing and Customer will notify Contractor, in writing, of any billing concern. The Contractor will be allowed a thirty (30) calendar 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.

13. **Training:** Training shall be onsite unless otherwise agreed upon by the Ordering Entity in writing prior to such training. The Purchasing Entity may negotiate with the Contractor a reduced rate if the Purchasing Entity chooses not to include the default one (1) hour of training for each machine (for example, multiple identical units at the same location) or if online training is utilized rather than onsite.

14. **Software; Software License Agreement:** Any software loaded on equipment leased or purchased under this PADD, outside of the software needed for basic functional operation of the equipment, must be treated as separate agreements outside of this PADD. Maintenance or license update agreements for such software must also be treated as separate agreements and executed outside of this PADD.

15. **Meter Collection Methods:** As part of its Services, the Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring services using technology such as its @Remote solution. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades.

16. **Insurance:** The Contractor will maintain the following insurance limits while performing any services under this Participating Addendum: (a) Workers' Compensation Insurance for Contractor 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. Buyer will bear All-Risk Property Insurance to insure physical loss or damage, at replacement value, of all Products no matter where stored or located by the Ordering Entity or other property of Contractor's in the Ordering Entity's care, custody and control or while in transit (If applicable).

17. **Audit Rights:** The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

18. **Order of Precedence:** A Participating State's PADD shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Nevada NASPO ValuePoint Master Agreement. This PADD incorporates the following documents, in descending order of Precedence, as outlined below. The Contractor's attachments shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this PADD:

18.1. This PADD Document including:

18.1.1. Exhibit A - Idaho Equipment Lease Agreement

18.1.2. Exhibit B - Sample Placement Form

- 18.2. Nevada NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
- 18.3. The Solicitation including all Addendums; and
- 18.4. Contract Vendor's response to the Solicitation.

19. Entire Agreement: This PADD 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 PADD and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this PADD or the Master Agreement 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 PADD 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.

The parties have executed this PADD as of the date of the last signature below.

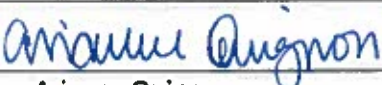

Participating State: IDAHO	Contractor: CANON U.S.A., Inc.
By: 	By: 
Name: Arienne Quignon	Name: Hiroyuki Hatta
Title: Purchasing Officer	Title: Senior Director & General Manager, SBMO
Date: 7/7/2016	Date:

EXHIBIT A

**STATE OF IDAHO
MASTER COPIER EQUIPMENT LEASE AGREEMENT**

This Master Copier Equipment Lease Agreement is between:

Lessor **CANON USA, INC.**

and

Lessee **State of Idaho**

For individual lease agreements placed against this Master Lease Agreement, Lessee or "Leasing Entity" is the state agency or other Ordering Entity, as defined in PADD16201166 and identified on the individual Placement Form(s)

1 EQUIPMENT TO BE LEASED.

Lessor agrees to lease the equipment listed on each Placement Form to the Leasing Entity executing the Placement Form, for the Lease Term provided below; in accordance with the NASPO ValuePoint Master Agreement, Nevada No. 3091 (NASPO ValuePoint Agreement), and State of Idaho Participating Addendum PADD16201166 (Idaho's PADD).

2 TRUE LEASE.

THIS MASTER COPIER EQUIPMENT LEASE AGREEMENT (MLA) IS A "TRUE LEASE" AND NOT AN INSTALLMENT OR FINANCING AGREEMENT.

3 LEASE TERM.

Each lease shall be effective as detailed on the associated Placement Form, unless sooner terminated by either party as set forth in Section 11, below.

3.1 Coterminous Lease Termination for Added Equipment. If a Leasing Entity chooses to add additional equipment to a current lease, as an add-on piece to an existing leased piece of equipment, the lease for the equipment and accessories must be coterminous (e.g. additional paper trays or sorting devices that cannot be operated on their own, but are subject to another larger piece of equipment for their use).

3.2 Lease Renewals. At the end of the original Lease Term, the Leasing Entity shall have the option to: (i) renew the schedule for a term no greater than the original Lease Term; (ii) extend on a month to month basis for a period of time not to exceed twelve (12) months; or (iii) return the Leased Equipment to Lessor. If the Leasing Entity desires to exercise a renewal or extension, it shall give Lessor written notice at least thirty (30) calendar days prior to the expiration of the Lease Term.

3.3 Holdover. Notwithstanding any language to the contrary, if the Leasing Entity fails to notify Lessor of its intent to renew, extend or return the Leased Equipment within the required time frame, the initial Lease Term shall automatically be converted to a month-to-month lease under the same terms and conditions; except that the holdover term may not exceed twelve (12) months; and the month-to-month lease may be terminated by the Leasing Entity upon thirty (30) calendar days written notice provided to Lessor.

3.4 Price Reduction for Renewals. Leases are subject to automatic price reductions at time of lease renewal, if exercised. Price reductions will consist of the following, at a minimum: (a) twelve (12) month extension - for original

lease terms of thirty-six (36) or forty-eight (48) month, a twenty (20)% lease payment reduction or (b) twenty-four (24) month extension - for original lease term of thirty-six (36) months a thirty-five (35)% lease payment reduction.

3.5 Lease Cancellation. By signing its Placement Form, the Leasing Entity agrees that EACH PLACEMENT FORM IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON THE PLACEMENT FORM FOR A LEASE MADE PURSUANT TO PADD16201166; except to the extent provided otherwise in this MLA or Idaho's PADD, with regard to Non-appropriation and Contractor breach.

4 DEFINITIONS.

"Leased Equipment" means the equipment described in the Leasing Entity's Placement Form; as well as any equipment replaced by Lessor during the term of the individual lease.

"Lease Term" means the term of the individual lease set forth in Section 3, above.

"Lessor" means the entity from whom the Ordering/Leasing Entity has leased equipment under the terms and conditions set forth in this MLA.

"Ordering Entity" and "Leasing Entity" are used interchangeably, and refer to the Idaho state agency or other public agency executing a Placement Form to lease copier equipment under Idaho's PADD and this MLA.

"Placement Form" means the form utilized by an Ordering Entity to place an order against Idaho's PADD (Exhibit B to Idaho's PADD).

"State" means the State of Idaho.

5 CONSIDERATION.

The parties agree that for the Lease Term set forth in Section 3, above, Lessor leases to the Ordering Entity the equipment described in Exhibit B, for the lease payment(s) set forth in Exhibit B. Lessor's service obligations on the Leased Equipment shall conform to the terms of the NASPO ValuePoint Master Agreement and Idaho's PADD. The State does not agree to reimburse Lessor for expenses unless otherwise specified in the incorporated documents.

5.1 Payments. The first scheduled payment (as specified in the Placement Form) will be due on or following the acceptance of the equipment (by written confirmation as described in Section 7); or such later date as Lessor may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Placement Form.

6 CONDITION OF EQUIPMENT.

Leased Equipment must be new, unused, and the standard production model of the manufacturer's latest current design. Pursuant to a maintenance agreement, all parts necessary to provide a complete and efficient unit must be furnished and must include all accessories customarily furnished with this type of equipment. Such parts must conform to current engineering practices of the industry relative to design, strength, quality of material and workmanship.

7 DELIVERY, POSSESSION AND RETURN OF LEASED EQUIPMENT.

7.1 Delivery. Lessor is responsible for delivering Leased Equipment FOB Destination to the location(s) listed on the Placement Form; and installing the same, as provided in the NASPO ValuePoint Master Agreement.

7.2 Confirmation. Leasing Entity agrees to confirm delivery, installation and acceptance of all Leased Equipment covered by each Placement Form, by signing an acceptance certificate which shows acceptance of the equipment and allows Lessor to begin invoicing for the Leased Equipment. Leasing Entity agrees to sign and return to Lessor the acceptance certificate (which may be done electronically) within five (5) business days after any equipment is

installed. Failure to sign the acceptance certificate or reject the equipment within the five (5) business day period shall be deemed acceptance.

7.3 Possession. The Leasing Entity shall have possession of the Leased Equipment for the term set forth in Section 3 unless the lease is earlier terminated in accordance with the provisions of this MLA.

7.4 Equipment Moves. Leased Equipment may be moved to another Leasing Entity location subject to the requirements and conditions in the NASPO ValuePoint Master Agreement.

7.5 End of Term Removal. At the expiration of the Lease Term, the Leasing Entity may renew, extend, or return the Leased Equipment, as provided in the NASPO ValuePoint Master Agreement, Idaho's PADD and Section 3 of this MLA. If the lease is not extended or renewed, the Leasing Entity will make the Leased Equipment available to Lessor for pickup at the Leasing Entity's premises. If the Leasing Entity is not in breach of the lease, all costs of removing and transporting the Leased Equipment at the expiration of the Lease Term shall be the responsibility of Lessor.

8 OWNERSHIP AND INSPECTION.

This is an agreement for leasing only. Leasing Entity will acquire no right, title or interest in or to the Leased Equipment, except those of a Lessee, as detailed in this MLA. Lessor covenants that it has good title to the Leased Equipment. Title of the Leased Equipment at all times shall remain in the Lessor's name. Leasing Entity shall keep the Leased Equipment free from any and all liens or claims and shall do or permit no act or thing whereby Lessor's title may be encumbered or impaired.

8.1 Property Taxes. Lessor will be responsible for the payment of any property taxes on the Leased Equipment.

8.2 Inspection. Leasing Entity will permit Lessor to inspect the Leased Equipment during Leasing Entity's regular business hours, upon a minimum of 24 hours advance notice.

9 DAMAGE, WARRANTY and MAINTENANCE.

Lessor bears the risk of loss until the Leased Equipment is delivered to the Leasing Entity's designated location and accepted by the Leasing Entity.

Leasing Entity shall maintain the Leased Equipment in as good condition as when received, ordinary wear and tear or defect excepted; and will be responsible for any damage to the Leased Equipment caused by Leasing Entity's negligence or misuse. This includes any damage caused by the use of supplies or accessories, not supplied by Lessor, which do not meet the manufacturer's specifications for use with the equipment; however, the Leasing Entity shall not be responsible for damage which occurs because of operation of the equipment during the existence of a malfunction, such as drum damage because of operation with a paper jam, or for damage caused through the use of accessories or supplies which are provided by Lessor.

Lessor shall be responsible for damage to, or loss of, the equipment caused by the negligence of the Lessor, the manufacturer, or from any other source other than the Leasing Entity, as detailed in the paragraph above.

All services performed under this MLA shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to the Leasing Entity all manufacturers' warranties on the Leased Equipment.

Lessor shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term pursuant to a maintenance agreement, as provided in the NASPO ValuePoint Master Agreement and Idaho's PADD.

10 INSURANCE.

Lessor shall procure, maintain and keep in force for the duration of this Agreement insurance conforming to the requirements of the NASPO ValuePoint Master Agreement and Idaho's PADD.

Leasing Entities which are state of Idaho agencies are provided a comprehensive liability plan through the Risk Management Program (Program) established under Idaho Code section 67-5773 et seq. The Program utilizes the Retained Risk Account, which is funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho Code section 6-901 et seq. In addition to the comprehensive liability plan, the Program covers certain property damage, subject to the deductibles established by the Program. Evidence of financial responsibility will be provided upon request, and will consist of a Certificate of Financial Responsibility.

Leasing Entities which are not state of Idaho agencies (e.g. cities, counties, public schools, etc.) may be required to provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in the Leasing Entity's possession.

11 TERMINATION.

11.1 Mutual Termination. Any discretionary or vested right of renewal notwithstanding, this MLA, or any lease entered into under this MLA, may be terminated by mutual consent of the parties.

11.2 Termination for Default. A default or breach may be declared with or without termination. A lease entered into under this MLA may be terminated by either party upon written notice to the other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this MLA. Notice of Termination for Breach or Default is effective 30 days following service of notice, or upon any subsequent date specified in the notice of termination.

11.3 Non-appropriation. Lessee is a government entity and this MLA shall not be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Idaho Legislature, as may exist from time to time. In the event the Idaho Legislature fails, neglects or refuses to appropriate funds to continue the Lease Payments, all affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Lessor.

This Non-appropriation clause applies equally to individual Leasing Entities and their respective governing bodies (e.g. Board of Commissioners, City Councils, etc.).

12 NOTICE.

All notices or other communications required or permitted to be given under this MLA shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by confirmed facsimile; or (c) mailed postage prepaid, to the address specified above. For purposes of computing times from service of notice, service of notice by delivery in hand or via confirmed facsimile shall be effective on the date of confirmed delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing (or on the date of confirmed receipt, with delivery confirmation).

13 GOVERNING LAW, JURISDICTION AND VENUE.

This MLA and the rights and obligations of the parties hereto (including Leasing Entities executing individual leases against the MLA) shall be governed by, and construed according to, the laws of the State of Idaho, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. Any action to enforce the provisions of the MLA shall be brought in State district court in Ada County, Boise, Idaho.

14 INCORPORATED DOCUMENTS.

This MLA incorporates the following attachments in descending order of constructive precedence; any additional Lessor Attachments shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this MLA, or as a subsequent fully executed amendment:

State of Idaho Participating Addendum (PADD16201166)
NASPO ValuePoint Master Price Agreement (Nevada No. 3091)
Exhibit B: Placement Form (as individually executed by an Ordering/Leasing Entity)

15 AGREEMENT AND MODIFICATION.

This MLA is made pursuant to the state of Nevada's NASPO ValuePoint Master Agreement identified above, and the Participating Addendum to that Master Agreement between the State of Idaho and Lessor, the terms of which are incorporated herein by reference. Any amendments to the NASPO ValuePoint Master Agreement or Idaho's PADD shall apply to this MLA. Unless otherwise expressly authorized by the terms of this MLA, no modification or amendment to this MLA shall be binding upon the parties unless the same is in writing and signed by the parties.

16 SURVIVAL OF TERMS.

As provided in Section 3 of Idaho's PADD, the provisions of Idaho's PADD and all incorporated documents will survive the expiration of the PADD with respect to individual leases with Lease Terms extending beyond its expiration.