



## Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Konica Minolta Business Solutions U.S.A. Inc. hereby provides notice of the following update to  
(Vendor Name)

Contract number: R191101 for Copiers and Printers on this date 6-11-2020.  
Contract Title

**Instructions:** Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "Notice of Material Change to Vendor Contract" form.**

**Authorized Distributors/Dealers**  
\_\_\_\_ Addition  
\_\_\_\_ Deletion  
\_\_\_\_ Supporting Documentation

**Price Update**  
\_\_\_\_ Supporting Documentation

**Products/Services**  
\_\_\_\_ New Addition  
X Update Only  
X Supporting Documentation

**Discontinued Products/Services**  
\_\_\_\_ Supporting Documentation

**States/Territories**  
\_\_\_\_ Supporting Documentation

**Other** PO Only Lease Amendment  
X Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).  
Please see attached excel document for contract update details.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6/19/2020 | 12:00 PM PDT

Submitted By: Kristen McKenna

**Approved Date** \_\_\_\_\_

Title: State Contract Manager

**Denied Date** \_\_\_\_\_

Contact Number: R191101

Email Address: Kristen.McKenna@kmb.konicaminolta.us

Region 4 ESC: \_\_\_\_\_

DocuSigned by:  
*Robert Engelmann*  
0B1D33BB0130490...

Konica Minolta proposes an amendment to our original contract to Leasing Exhibit A, Region 4 Education Service Center Copiers and Printers Contract #R191101.

We are hereby replacing in its entirety the original proposed language in our response under the paragraph entitled “**1. Direct Lease Execution**” with the language below:

OMNIA Partners eligible agencies, political subdivisions and other entities (including cooperatives) authorized by statute and meeting Vendor’s underwriting criteria may elect to lease Equipment from Vendor by executing and delivering Vendor’s form Master Premier Lease Agreement and/or Master Premier Advantage Agreement, including the Schedules applicable to such Master Document. Additionally, for those state and local governmental entities that are subject to annual appropriations a Non Appropriation Addendum will be included (*Non-appropriations Addendum shall not apply to or for any private, non-profit entity, or any other privately owned entity*). A copy of the referenced documents are attached hereto. Each Schedule is a separate assignable lease or loan. Konica Minolta may offer additional forms of lease/finance agreements from time to time based on individual entities specific needs.

Additionally we are hereby replacing in its entirety the original proposed language in our response under the paragraph entitled “**2. Lease By Incorporation into Purchase Order Only**” with the language below:

The following Purchase Order Only option would be made available to any OMNIA Partners eligible agencies, political subdivisions and other entities (including cooperatives) authorized by statute meeting our underwriting criteria. Konica Minolta will offer leasing under the terms and conditions outlined in Leasing Exhibit A1 attached hereto. Additionally, for those state and local governmental entities that are subject to annual appropriations, Leasing Exhibit A2 would also be incorporated into those lease terms and conditions.

Entities may issue Purchase Orders that incorporate by reference, this Master Premier Lease Agreement and the related Non Appropriation Addendum (*Non-appropriations Addendum shall not apply to or for any private, non-profit entity, or any other privately owned entity*) and if so incorporated by reference, each such Purchase Order will constitute a Schedule for the purposes of this Master Premier Lease Agreement. Each Schedule is a separate assignable lease. You agree to all of the terms and conditions contained in the Master Premier Lease Agreement and any Schedule, which together are a complete statement of our Agreement regarding the lease of the listed equipment (“Agreement”) and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents.

The following language is required to be written on the face of each Purchase Order Issued by the customer:

“This purchase order incorporates the terms and conditions of the Konica Minolta Region 4 Education Service Center Copiers and Printers Contract #R191101, specifically those leasing terms from Leasing Exhibit A1 and Leasing Exhibit A2, attached thereto set forth

<https://public.omniapartners.com/suppliers/konica-minolta/contract-documentation> for full terms and

conditions that govern and control leasing transactions which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order.”

\*\*NOTE, private, non-profit and other privately owned entities should omit the reference to Leasing Exhibit A2 when preparing their purchase order, as this Exhibit would not apply.

**Workplace Hub Orders Only:**

“This purchase order incorporates the terms and conditions of the Konica Minolta Region 4 Education Service Center Copiers and Printers Contract #R191101, specifically those leasing terms from Leasing Exhibit B1 and Leasing Exhibit A2, attached thereto set forth <https://public.omniapartners.com/suppliers/konica-minolta/contract-documentation> for full terms and conditions that govern and control leasing transactions which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order.”

\*\*NOTE, private, non-profit and other privately owned entities should omit the reference to Leasing Exhibit A2 when preparing their purchase order, as this Exhibit would not apply.



KONICA MINOLTA

**LEASING EXHIBIT A1****Region 4 ESC Copiers and Printers Contract  
#R191101****Master Premier  
Lease Agreement**

APPLICATION NUMBER

AGREEMENT NUMBER

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

**CUSTOMER INFORMATION**

FULL LEGAL NAME

STREET ADDRESS

CITY

STATE

ZIP

PHONE\*

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

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

**SUPPLIER INFORMATION**

NAME OF SUPPLIER

STREET ADDRESS

CITY

STATE

ZIP

PHONE

FAX

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

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

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

(Continued on back)

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

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

**CUSTOMER ACCEPTANCE**

X

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE

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

See next page for additional terms and conditions.

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

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

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

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

**7. COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. You agree to cooperate with us and any insurer in the placement of any coverage and claims thereunder. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage in an amount acceptable to us. All policies must provide that we be given thirty (30) days written notice of cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

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

**9. TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable sales and/or use taxes.

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

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

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

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

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

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



KONICA MINOLTA

LEASING EXHIBIT A2

NON-APPROPRIATION ADDENDUM

ADDENDUM TO Agreement No. \_\_\_\_\_ between Konica Minolta Premier Finance, (Lessor)

And \_\_\_\_\_, (Customer)
(Full Legal Name of Customer)

Dated: \_\_\_\_\_

FOR STATE AND LOCAL GOVERNMENT ENTITIES ONLY

A. CUSTOMER COVENANTS: You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its periodic payments as set out in the Agreement; (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement. (4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

B. SIGNATURES: Signer warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signer for you further warrants its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

C. NON APPROPRIATION: In the event you wish to cancel the Agreement because: 1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period; 2. Such non-appropriation did not result from any act or failure to act of you; 3. You have exhausted all funds legally available for all payment due under the Agreement; and 4. There is no other legal procedure by which payment can be made to Lessor.

Then, provided that (a) you have given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from your counsel verifying the same within ten (10) days thereafter upon receipt of the Equipment delivered to a location designated by Lessor, at your expense, Lessor's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Lessor in its sole discretion may desire, without any duty to account to you.

Approved and agreed to as an Addendum to and part of the Agreement and any Supplements or Schedules to the Master Agreement, this \_\_\_\_\_ day of \_\_\_\_\_.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance
LESSOR
SIGNATURE
TITLE

CUSTOMER ACCEPTANCE

X
FULL LEGAL NAME OF CUSTOMER
SIGNATURE
TITLE

FEDERAL TAX I.D.#
PRINT NAME



## LEASING EXHIBIT B1

### Workplace Hub Master Agreement PO Only Terms

Each schedule signed by you and us that incorporates the terms of this Master Agreement by reference (each, a "Schedule") shall be subject to the following terms and conditions.

#### TERMS AND CONDITIONS

This Master Agreement ("Master Agreement") is between the Customer identified below ("Customer," "you" or "your") and Konica Minolta Business Solutions U.S.A., Inc. d/b/a Konica Minolta Premier Finance ("we" "us" or "our", and if this Agreement is assigned pursuant to Section 16 below, "we", "us" or "our" shall refer to our Assignee (as defined below)). THIS IS A NON-CANCELLABLE/IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

1. **COMMENCEMENT OF A SCHEDULE: PURCHASE ORDER.** A Schedule commences upon the date indicated in such Schedule ("Commencement Date"). Each Schedule, including the terms of this Master Agreement incorporated into such Schedule, constitutes an "Agreement" and is separate and independent of each other Schedule. You may issue Purchase Orders that incorporate by reference, this Master Lease Agreement and the related Non Appropriation Rider and if so incorporated by reference, each such Purchase Order will constitute a Schedule for the purposes of this Master Lease Agreement. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. Each Agreement is non-cancellable for the Term specified in the applicable Schedule. If you signed a purchase order or similar agreement for the purchase of the equipment subject to a Schedule (such equipment, together with all attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto, the "Equipment"), you assign to us all of your rights, but none of your obligations, under such purchase order or similar agreement.

2. **PAYMENTS.** YOUR OBLIGATION TO REMIT PAYMENTS AND CHARGES UNDER EACH AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO REDUCTION OR SETOFF FOR ANY REASON, even if Equipment or Software is damaged or destroyed, you can no longer use or possess such Equipment or Software, or you are dissatisfied with or fail to receive any service referenced in the Agreement. You agree to remit to us the Payments (as specified in the applicable Schedule) and all other sums when due and payable each Billing Period (as specified in the applicable Schedule) at the address we provide to you from time to time. Payments are only acceptable in the form of company checks (or personal checks in the case of sole proprietorships), ACH, direct debit or wires. Cash and cash equivalents are not acceptable forms of payment. Payment in any other form may delay processing or be returned. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Payments will include any freight, delivery, installation, taxes and other expenses we agree to finance on your behalf at your request. The first Payment is due on the date specified in the Schedule and each subsequent Payment is due on the same day of each subsequent Billing Period. You agree to pay a "Documentation Fee" of \$100.00 with the first invoice for each individual schedule. Advance Payments will be applied as stated in the applicable Schedule. For any payment not received within three (3) days of its due date, you agree to pay a late charge equal to 10% of the amount due (not to exceed the maximum amount permitted by law) as reasonable collection costs. Restrictive endorsements on checks will not reduce your obligations to us. For any check which is returned by the bank for any reason, we may charge you \$25 or, if less, the maximum amount permitted by law. You authorize us to adjust the amount of the Payments by not more than 15% of the stated Payment amount to reflect any reconfiguration of the Equipment, any increase in the cost of the Equipment to us, and any applicable sales, use and other transaction Taxes paid by us, which amount may include a finance charge.

3. **CHARGES.** You agree to pay the following (collectively, the "Charges"): (a) all costs and expenses associated with the use, maintenance, servicing, repair, or replacement of the Equipment or Software; (b) all fees, assessments, taxes and charges governmentally imposed upon either party in respect of the following (collectively, "Taxes"): (i) the purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and/or the Collateral; and (ii) the transactions contemplated by the Agreements; and (c) all other costs and expenses described as at your cost or to be charged to you under the applicable Agreement. We may take on your behalf any action required under the Agreements which you fail to take, and, upon receipt of our invoice, you will promptly pay our costs and expenses (including insurance premiums and other payments to affiliates or third parties), plus reasonable processing fees.

#### 4. SOFTWARE.

(a) Firmware and operating system software (collectively, "Base Software"), software used to maintain the Equipment and/or diagnose its failures or substandard performance ("Diagnostic Software"), and software that allows you to interact with the Equipment ("Application Software") are embedded in, reside on, or may be loaded onto the Equipment. Title to the Diagnostic Software shall at all times remain solely with us, and you agree that your acquisition of the Equipment does not grant you a license or right to use the Diagnostic Software in any manner and that unless separately licensed by us to do so, you will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). We grant you a non-exclusive, non-sublicensable, and non-transferable limited license to use the Base Software and Application Software within the United States, its territories, and possessions only on or with the Equipment with which (or within which) it was delivered. You have no other rights to the Base Software or Application Software and, in particular, may not: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the software; (ii) activate any software delivered with or within the Equipment in an inactivated state; or (iii) allow others to engage in the same or similar conduct. Title to the Base Software and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with us. We may terminate your license for any Base Software and Application Software (i) immediately if you no longer use or possess the Equipment, or (ii) upon the termination of any agreement under which you have rented the Equipment.

(b) A Schedule may reference third-party software, third-party software licenses, data base subscription rights or associated services (collectively, "Third-Party Software") or the Equipment subject to a Schedule may include Third-Party Software. We have no right, title or interest in the Third-Party Software, we are not the purchaser or user of the Third-Party Software and we shall not be shown as the owner, purchaser or user thereof for any tax reports or returns or any other reason. You are responsible for entering into any license and/or other agreement (each, a "Third-Party Software License") required by the applicable Third-Party Software Supplier or Third-Party Software Licensor who may be identified on the applicable Schedule no later than the Commencement Date of such Schedule, and you will fully comply with such Third-Party Software License, if any, throughout the applicable Term. You acknowledge that we are not the owner, developer, designer or licensor of the Third-Party Software. Each reference to "Supplier" shall include each Third-Party Software Licensor and Third-Party Software Supplier identified on the applicable Schedule, if any.

(c) The Base Software, Diagnostic Software, Application Software, and Third-Party Software are collectively referred to in this Agreement as the "Software."

5. **RENTAL.** This Section applies to Schedules other than Software Schedules and Financed Service Schedules. We agree to rent to you, and you agree to rent from us, the Equipment, subject to the terms of this Master Agreement and the applicable Schedules. We hereby assign to you for the Term (and any Renewal Term) all our rights under any manufacturer and/or Supplier warranties, so long as you are not in default under the Agreement.



6. **SECURITY INTEREST.** To secure all of your obligations under each Agreement, you hereby grant us a first priority security interest in the Equipment and, in the case of Software, in your rights under and interests in each Software License, including any amendments thereto, and each maintenance, support or other service agreement related to the Software, together, in each case, with all of your rights and interest in any general intangibles which any of the foregoing may represent, and all products and proceeds of the foregoing (collectively, the "Collateral"). You irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuations thereof relating to the Collateral and containing any other information required by the applicable UCC and you agree to pay any related fees. You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** You represent and agree that: (a) you have authority to enter into each Agreement and to grant any relevant security interest and by so doing you will not violate any law or agreement; (b) each of this Master Agreement and each Schedule is signed by your authorized officer or agent and constitutes your legal and binding obligation, enforceable against you in accordance with its terms; (c) you will keep the Equipment and Collateral free and clear of all liens and encumbrances of every kind, except for the security interests under this Master Agreement and the rights of each Software Licensor in any Software; (d) you will keep the Equipment in your exclusive control and possession and will use the Equipment and any Software only in the lawful conduct of your business and not for personal, household or family purposes; (e) you will not remove the Equipment from the address indicated on the applicable Schedule without our prior written approval; (f) you will use the Equipment in conformity with all insurance requirements, service contracts and manufacturers warranties, instructions and manuals; (g) you will keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; you will maintain each Software License in full force and effect; (h) you will do all acts deemed necessary by us to continue our perfected security interests in the Collateral; you will remain solely responsible under any Software License for the observance and performance of, and you will comply with, observe and perform all conditions and your obligations under such Software License; (i) you will give us reasonable access to inspect the Equipment and its maintenance and other records; (j) you will not change your address, legal name, form or jurisdiction of organization without at least thirty (30) days' prior written notice to us; (k) you shall remove, or render indecipherable in accordance with prevailing industry standards, all proprietary, confidential or personally-identifiable information stored on or otherwise accessible from the Equipment before the Equipment leaves your possession; (l) all financial information you have provided, or will provide, is a true and reasonable representation of your financial condition; (m) the Licensed Software identified in a Software Schedule, if any, is of a design, size, fitness and capacity selected by you, and you are fully satisfied that it is suitable and fit for its purposes; (n) neither you nor, to your knowledge, any of your directors, officers, agents, partners, members, employees, affiliates or persons acting on your behalf is currently subject to any sanction, regulation, or law promulgated by the Office of Foreign Assets Control, the Financial Crimes Enforcement Network or any other similar governmental entity (collectively, the "U.S. Sanctions Laws"); (o) you are not a "foreign shell bank" and are not acting on behalf of a "foreign shell bank" under applicable anti-money laundering laws and regulations; (p) your entry into this Agreement or consummation of the transactions contemplated hereby will not contravene U.S. Sanctions Laws or applicable anti-money laundering laws or regulations; (q) you will promptly provide to us or any governmental entity such information or documentation as may be required to comply with U.S. Sanctions Laws or applicable anti-money laundering laws or regulations; and (r) we may provide to any governmental entity information or documentation regarding, or provided by, you for the purposes of complying with U.S. Sanctions Laws or applicable anti-money laundering laws or regulations.

8. **INDEMNITY.** You are responsible for all losses, damages, claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person or entity, in any manner relating to the Equipment, the Software or the Collateral, including its use, condition or possession, or to the Agreement. You will defend and indemnify us and our successors and assigns against and hold us harmless with respect to all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the termination of each Agreement.

9. **TAXES.** You will, at our discretion, either (a) reimburse us for all Taxes when paid to the applicable jurisdictions; or (b) remit to us each Billing Period our estimate of the pro-rated equivalent of such Taxes, including but not limited to, personal property and other similar Taxes associated with the ownership, possession, leasing, renting, operation, control or use of the Equipment (collectively, "Property Taxes"). In the event that the Billing Period sums include a separately stated estimate of any Taxes, you acknowledge and agree that such amount represents our estimate of such Taxes that will be payable during the applicable Term. As compensation for our internal and external costs in the administration of Property Taxes, you will pay us a fee ("Tax Administrative Fee") equal to \$12 per unit of Equipment per year during the applicable Term. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the applicable Term to reflect our increased cost of administration, and we will notify you of any such increase on our invoice or in such other manner as we may elect.

10. **MAINTENANCE AND SUPPLIES.**

(a) Workplace Hub and Edge. We will provide 365x24x7 help desk and remote support for both the Workplace Hub and Edge server, but our Edge server support will be limited to Workplace Hub-related issues. We will also provide on-site support during our standard business hours for the Workplace Hub only, if the Konica Minolta Service Organization deems it necessary. You agree to provide us free and clear access to the Equipment. You will pay (i) for maintenance and service performed outside of our standard business hours, (ii) for service required by your negligence or misuse of the Equipment, and (iii) for service on equipment not listed on a Schedule or covered by us under a separate agreement, at our customary rates, which will be invoiced directly by us. Assignee is not responsible for any service, repair or maintenance of the Equipment, and is not a party to any service or maintenance agreement with respect to the Equipment. You will look solely to us for the provision of such maintenance services. See [www.allcovered.com/terms](http://www.allcovered.com/terms) for additional terms of service and the definition of standard business hours for the purposes of this Agreement.

(b) Workplace Hub Only. We will provide full service maintenance of the Workplace Hub during standard business hours, including all toner, developer, staples, and parts necessary to produce images, but EXCLUDING PAPER. All supplies are our property until used. If we determine, in our sole discretion, that your use of supplies exceeds the typical use pattern for these items by more than 10%, or that supplies are being abused in any fashion, you agree to pay for such improper or excess use.

11. **END OF TERM; RENEWAL; RETURN OF EQUIPMENT.**

(a) This Agreement will automatically renew for an additional 12-month term (the "Renewal Term") unless: (i) at least 30 days prior to the end of the Term, you give us irrevocable written notice of your intention, at the end of the Term, not to renew the Agreement; or (ii) the renewal would cause the Term (inclusive of all previous renewals) to exceed five years.

(b) If, at least 30 days prior to the end of the Term, you give us irrevocable written notice of your intention, at the end of the Term, not to renew the Agreement and provided that you are not in default, (i) the Agreement shall not be renewed, and (ii) you will return all of the Equipment in accordance with Section 11(c). You shall not have any obligation to provide us with any end-of-term notice for the final Renewal Term.

(c) If you are in default under a Schedule, you shall: (i) return all of the Equipment, freight and insurance prepaid and at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear), packed per the shipping company's specifications; and (ii) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment. You are solely responsible for selecting a removal standard that meets your business needs and complies with applicable laws. We shall not be held responsible for any losses directly or indirectly arising out of, or by reason of, the presence and/or use of any and all confidential or proprietary information residing on or within the Equipment. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the Agreement or for damages incurred in shipping and handling.

12. **INSURANCE.** You agree, at your Cost to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming you and us as loss payees as our interests may appear; (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence,





naming us as additional insured; and (c) to provide us with evidence of such insurance upon request. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than fifteen (15) days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest (and only our interest) in the Equipment for the Term, and any Renewal Term. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. In that event you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained.

13. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged, then, at your cost, you will either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Payments, Charges, and other charges; and (ii) the present value of all remaining Payments and other charges for the full Term or Renewal Term, discounted at the rate of 4% per annum (or the lowest rate permitted by law, whichever is higher). We will then transfer to you all our right, title and interest in the affected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. No such loss or damage shall relieve you of your payment obligations under the Agreement.

14. **DEFAULT.** You will be in default under an Agreement if: (a) you fail to remit to us any Payment or other amount within ten (10) days of the due date; (b) you breach any other obligation under the Agreement or any other agreement with us or one of our affiliates; (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (d) a receiver, liquidator or trustee is appointed for you or any guarantor or any portion of your or such guarantor's assets; (e) you or any guarantor makes an assignment for the benefit of creditors; (f) any guarantor dies, stops doing business as a going concern or transfers substantially all of guarantor's assets; (g) you stop doing business as a going concern or transfer substantially all of your assets; (h) any applicable Software License is terminated for any reason; or (i) any representation or warranty made by you under the Agreement is false or incorrect in any material respect.

15. **REMEDIES.** If you default, we may do one or more of the following: (a) with respect to Schedules other than Software Schedules and Financed Service Schedules, recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Payments and other amounts due under the Agreements; and (ii) the present value of all remaining Payments and Charges, discounted at the rate of 4% per annum (or the lowest rate permitted by law, whichever is higher); (b) (i) with respect to Software Schedules, declare all of the Software Cost immediately due and payable, without demand or notice to you, and (ii) with respect to Financed Service Schedules, declare all of the Service Cost immediately due and payable, without demand or notice to you; (c) terminate any or all Agreements; (d) declare any other agreements between us in default; (e) require you to return all of the Equipment in the manner outlined in this Master Agreement, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of, the presence and/or use of any and all proprietary information residing on or within the Equipment, and lease or sell the Equipment or any portion thereof, and apply the proceeds, less reasonable selling and administrative expenses, to the amounts due under the Agreements; (f) charge you interest on all amounts due us from the due date until paid at the rate of 4% per month, but in no event more than the lawful maximum rate; (g) with respect to Software, (i) immediately terminate your right to use the Software, including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) terminate or cause the Supplier of the Software to terminate the Software License, maintenance, support and/or other services under the Software License or relating to the Software, and you irrevocably grant us the power to effect such termination for and on your behalf; (h) exercise any and all rights of a secured party or lessor, as applicable, under the UCC; and (i) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. We shall not be required to first foreclose, proceed against or exhaust any Collateral before enforcing your obligations under any Agreement. You hereby waive presentment, demand for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, and all other notices in connection with the Agreements.

16. **ASSIGNMENT.** Without our prior written consent, you may not assign, transfer, sell, lease, sublease or dispose of (a) the Equipment, (b) the Collateral or (c) any rights or obligations under an Agreement or any Software License. We may, without notifying you: (y) assign all or any portion of an Agreement or our interest in the Equipment and Software; and (z) release information we have about you and an Agreement to the manufacturer, Supplier or any prospective investor, participant or purchaser of such Agreement ("Assignee"). Our Assignee will have such rights under the assigned Agreement as we assign to them, but none of our obligations. You agree not to assert against our Assignee claims, offsets or defenses you may have against us.

17. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.** This Master Agreement and each Schedule shall be governed by the laws of the state of our principal place of business or Assignee's principal place of business. You consent to the jurisdiction and venue of federal and state courts in the state of our principal place of business or Assignee's or in any federal or state courts in your state of residence or in any other court having jurisdiction over you or your assets, in each case, at our or Assignee's sole election. BOTH PARTIES WAIVE ALL RIGHTS TO A JURY TRIAL.

18. **MISCELLANEOUS.** Notices must be in writing, sent by registered, certified mail or overnight courier service, and will be deemed given upon the earlier of receipt and five (5) days after mailing to your (or our) business address. Each Agreement is the entire agreement between us, and cannot be modified except as authorized in this Master Agreement or by another document signed by both parties. Each Agreement is binding on you and your successors and assigns. You authorize us, our agent or our Assignee to: (a) obtain credit reports and make credit inquiries; and (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our Assignees, potential purchasers, participants or investors having an economic interest in an Agreement or the related Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of an Agreement to be unenforceable, all other terms thereof shall remain in effect and enforceable. You authorize us to insert or correct missing information in each Agreement, including, without limitation, your proper legal name, jurisdiction, and form of organization, serial numbers and any other information describing the Equipment, any Software or any other Collateral, and/or Schedule or Master Agreement numbers. You agree to provide updated annual and/or quarterly financial statements to us upon request. If you so request, and we permit, the early termination of an Agreement, you will pay a fee for such privilege. We may receive compensation from the manufacturer of the Equipment and/or Supplier(s) in order to enable us to reduce the cost of an Agreement below what we otherwise would charge. If we received such compensation, the reduction in the cost of such Agreement is reflected in the Payment. Capitalized terms used in this Master Agreement and not defined herein shall have the meaning ascribed thereto in the applicable Schedule. In the event of a conflict between this Master Agreement and a Schedule, the Schedule shall govern. You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future. The Equipment, Software, services and documentation may be subject to United States and foreign export and import laws and regulations. You agree to comply with all such laws, statutes, administrative orders, and regulations applicable to you, at your own cost and expense, including obtaining applicable import licenses.

19. **LIMITATIONS ON CHARGES.** This Section controls over every other part of this Master Agreement and over all other documents now or later pertaining to any Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any fees or other amounts in excess of those allowed by applicable law. Any part of this Master Agreement or any other documents now or hereafter pertaining to an Agreement that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit is limited and modified by this Section to limit the amounts chargeable under such Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under such Agreement, or refunded to you, as we may elect.

20. **EXECUTION AND DELIVERY.** This Master Agreement, each Schedule and other related documents (each, a "Document") may be executed in counterparts (manually or electronically) and transmitted to us by facsimile, electronic mail or other electronic means. When any Document containing your signature is originally signed by us and in our



possession or control, such Document shall constitute the original agreement for all purposes, and each Schedule (other than a Software Schedule or a Financed Service Schedule) shall constitute chattel paper as that term is defined in the UCC. No Document is binding on us until we sign it. If you sign or transmit any Document to us electronically, you shall provide the counterpart of such Document containing your original manual signature upon our request. Both parties agree not to raise as a defense to the enforcement of any Document that it was executed or transmitted electronically by either party.

21. **FEDERAL COMPLIANCE.** TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

22. **PERSONAL DATA.**

(a) You may be asked to provide your personal information anytime you receive services during the course of this Agreement. Both of us agree to follow all applicable laws and regulations relating to data protection and privacy with regard to the personal information processed under this Agreement.

(b) Both of us shall maintain appropriate technical and organizational security measures to protect any personal information against (a) accidental destruction, loss and alteration, and (b) unauthorized disclosure of, or access to data transmitted, stored or otherwise processed in connection with the services.

(c) We may collect data in a form that does not, on its own, permit direct association with any specific individual. We may also create data in a form that does not, on its own, permit direct association with any specific individual by completely removing your personal information that you provided. You agree that we may collect, use, transfer, and disclose such non-personal information ("Non-Personal Information") for any purpose. If we combine Non-Personal Information with personal information, the combined information will be treated as personal information for as long as it remains combined. The following are some examples of Non-Personal Information that we collect and how we may use it: (i) We may collect information regarding your activities in connection with the services. This information is aggregated and used to help us provide more useful information to you and to understand which parts of our services are of greatest interest to you. Aggregated data is considered Non-Personal Information under this Agreement. (ii) We may collect and store details of how you use the services, including search queries. This information may be used to improve the relevancy of results provided by the services. (iii) We may use the Non-Personal Information not only for improving the services provided under this Agreement but also for developing other services beyond the scope of the services, and transfer and disclose the Non-Personal Information to any other third party for providing such services.

(d) If the General Data Protection Regulation (Regulation (EU) 2016/679 of 27 April 2016 ("GDPR")) applies to the Equipment or services provided under the Agreement, then the following applies: (i) You shall serve as the Controller of such data, as defined by the GDPR, and we shall act only on your instructions with regard to personal data. If required, both of us will enter into a data processing agreement, in which case, the data processing agreement will supersede subsection (c) of this Section 23. (ii) If you are not based in the European

Union, you must appoint a European company to act as your local representative for data protection purposes in order to comply with GDPR. If you ask us or our affiliate in the European Union to serve as your local representative, and we agree, then both of us will negotiate and enter into a separate agreement specifying such representative duties. (iii) If required, both of us will enter into a data transfer agreement containing the Standard Contractual Clauses set forth by the European Union Commission Decision of 15 June 2001 (Decision 2001/497/EC) before we will assume any such representative duties.

23. **DISCLAIMERS AND WAIVERS OF WARRANTIES.** You have selected the Equipment, any Software and the Supplier based on your own judgment. The Supplier and its representatives are not agents of Assignee and are not authorized to modify the terms of any Agreement (except to the extent permitted in this Master Agreement). You disclaim reliance on any statements or representations made by us or our agents or employees. You are aware of the name of the manufacturer and Supplier of each item of Equipment and Software, and you will contact them for a description of your warranty rights. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE OR MERCHANTABILITY, SUITABILITY, DESIGN, COMPLIANCE WITH SPECIFICATIONS, COMPLIANCE WITH APPLICABLE LAW, OPERATION OR CONDITION, OR PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT OR OTHERWISE. ANY EQUIPMENT AND SOFTWARE WE MAY PROVIDE TO YOU IS PROVIDED AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY RIGHT TO SET-OFF, DEFENSES AND CLAIMS OF ANY NATURE WITH RESPECT TO EQUIPMENT, SOFTWARE AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of any Agreement, and we are an independent contractor and not a fiduciary of you. You will obtain your own legal, tax and accounting advice related to each Agreement and will make your own determination of the proper treatment of each Agreement for accounting and other purposes. You agree that we and/or the Supplier may make a profit on any and all fees referenced herein, and you waive any and all claims that you may have for unjust enrichment related to such fees.

24. **ARTICLE 2A DISCLOSURES.** In accordance with the requirements of Article 2A of the UCC, we hereby make the following disclosures to you prior to execution of each Schedule: (a) the Suppliers are listed on the Schedule or on any exhibits or annexes to such Schedule; (b) you are entitled to the promises and warranties, including those of any third party, provided by the Suppliers, who are supplying the Equipment in connection with or as part of the contract by which we acquired the Equipment or the right to possession and use of the Equipment; and (c) with respect to such Equipment, you may communicate with the Suppliers and receive an accurate and complete statement of such promises and warranties, including any disclaimers and limitations of them or of remedies. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES THAT MAY BE CONFERRED UPON YOU BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE WHICH MAY LIMIT OR MODIFY ANY OF OUR RIGHTS OR REMEDIES UNDER THIS MASTER AGREEMENT.

BY SIGNING THIS MASTER AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGES 1, 2, 3 AND 4 OF THIS MASTER AGREEMENT AND AGREE TO THE TERMS OF ALL SUCH PAGES. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**Deleted**

Fiery JobMaster (includes 1yr maintenance)  
Fiery JobMaster-Impose Bundle  
DUPLO 486P 19 IN PROG ELECTRIC CUTTER  
ANNUAL SVC FOR CP-375DUO

**Added**

WorkPlace Hub  
HP DesignJet XL 3600/3600dr  
Return to Work

**Updated**

6136 ORU Parts Kit  
bizhub 4422-Printer delivery charge  
bizhub 4020i-Printer delivery charge  
bizhub 5020i-Printer delivery charge  
DesignJet T1600-1 roll HW Support 1yr, 2yr, 3yr, 4yr, 5yr  
DesignJet T1600-2 roll HW Support 1yr, 2yr, 3yr, 4yr, 5yr  
DF01-01 3D Filament - PLA White  
DF03-01 3D Filament - PLA Red  
DF04-01 3D Filament - PLA Orange  
DF06-01 3D Filament - PLA Blue  
DF50-01 3D Filament - PLA Silver  
DF70-01 3D F PLA White Translucent  
DF02-01 3D Filament - PLA Black  
DF07-01 3D Filament - PLA Green  
DF30-01 - Filament - Pink  
ScanSnap iX100 Mobile scanner  
Mobotix

**Software Updates**

Nintex  
Onbase  
KMBIS ECM BPO & Scanning Services  
SGG  
Dispatcher Phoenix 7.0  
Teem  
Square9 Global  
Spool2Print  
RSA TRANSFORM  
RSA QDirect  
RSA ReadyPrint  
RSA WebCRD  
WebOnDemand  
MPI Spool2Print  
DP 7.0  
Double Robotics  
EFI DigitalStore Front Term  
MyStemKits

**Terms and Conditions**

PO Only Lease Amendment to original Lease Exhibit A from our bid response  
Service & Supplies over 50 miles: Pricing is available on an open market basis