

Region 4 Education Service Center (ESC)

Contract # R191103

for

Copiers and Printers

with

Toshiba America Business Solutions

Effective: June 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Toshiba America Business Solutions effective June 1, 2020:

- I. Appendix A; Vendor Contract
- II. Offer & Executed Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

*This Contract ("Contract") is made as of **February 25**, 2020 by and between **Toshiba America Business Solutions** ("Contractor") and **Region 4 Education Service Center** ("Region 4 ESC") for the purchase of Educational Software Solutions and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals ("RFP") Number 19-11 for Copiers and Printers to which Contractor provided a response ("Proposal"); and


WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.


WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s) 
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract



- ii. Offeror's Best and Final Offer
- iii. Offeror's proposal
- iv. RFP and any addenda

- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor 
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.


11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.


- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred .
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. .

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order .
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.


13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material. 

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term. 


18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

18) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the

specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

19) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

20) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

21) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. 

22) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.


23) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.


24) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

25) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

26) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

27) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

28) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract 

29) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. 

30) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

31) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

32) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Toshiba America Business Solutions, Inc.
Address 25530 Commercentre Drive
City/State/Zip Lake Forest, CA 92630
Telephone No. 949-462-6330
Email Address c/o kirk.piereson@tabs.toshiba.com
Printed Name Michael Torcaso
Title Senior Vice President & CFO
Authorized signature X *Michael Torcaso*

Accepted by Region 4 ESC:

Contract No. R191103

Initial Contract Term June 1, 2020 to May 31, 2023

Margaret S. Bass
Region 4 ESC Authorized Board Member

2/25/2020
Date

Margaret S. Bass
Print Name

Carmen J. Moreno
Region 4 ESC Authorized Board Member

2/25/2020
Date

Carmen T. Moreno
Print Name



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 19-11

Request for Proposal ("RFP")

by

Region 4 Education Service Center ("ESC")

for

Copiers and Printers

SUBMITTAL DEADLINE: Tuesday, November 19, 2019, 10:00 AM CT

This Addendum No. 1 amends the Request for Proposals (RFP) for Copiers and Printers 19-11 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to:

1. Correct the following statement in the second paragraph on cover page to read:

- Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than **10:00** a.m. central time.

2. Correct the volume listed in OMNIA Partners Exhibit A; Estimated Volume, Section 1.3 to read \$300 million

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Toshiba America Business Solutions, Inc.

Contact Person Kirk Pierson / 949-462-6330 / kirk.pierson@tabs.toshiba.com

Signature 
Michael Torcaso, Senior Vice President & CFO

Date November 14, 2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Toshiba America Business Solutions, Inc.

Contact Person Kirk Pierson, Director Federal & Consortium Sales / 949-462-6330
kirk.pierson@tabs.toshiba.com

Signature X

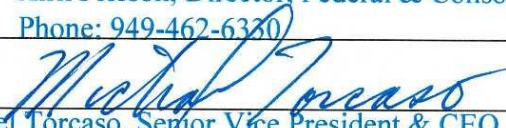

Michael Torcaso, Senior Vice President & CFO

Date 11/15/2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Toshiba America Business Solutions, Inc.
Contact Person Kirk Pierson, Director, Federal & Consortium Sales
Phone: 949-462-6330
Signature X 
Michael Torcaso, Senior Vice President & CEO
Date 11/15/2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Toshiba America Business Solutions, Inc.

Contact Person Kirk Pierson, Director, Federal & Consortium Sales
Phone: 949-462-6330 / e-mail: kirk.pierson@tabs.toshiba.com

Signature X 
Michael Torcaso, Senior Vice President & CFO

Date 11/15/2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

a. Terms and Conditions Acceptance Form (Appendix B)

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

| APPENDIX A – DRAFT CONTRACT | | | |
|------------------------------------|--|---|--|
| Section / Page | Term, Condition, or Specification | Exception / Proposed Modification | Accepted (For Region 4 ESC's use) |
| 1) / 1 | Term of Agreement | Administrative fees shall be honored up to the date of termination. | |
| 3) / 1 | Form of Contract | We have included a copies of Toshiba's standard Lease agreements, TELP, and Managed Print Services Agreement (MPSA) that will be used when establishing a contract with an individual Member. | Accepted |
| 7) / 2 | Assignment of Contract | Note that Toshiba reserves the right to assign leases to funding partners. Notwithstanding assignments of leases, Toshiba shall retain the obligations for performance of maintenance and services. | Accepted |
| 11) b) / 2 | Termination for Cause | Toshiba agrees that Region 4 ESC may terminate the Agreement for Toshiba's material breach and stop placing orders for any additional equipment with 30-days prior written notice if the purchase volume is determined to be low during any 12-month period. However, this cancellation provision does not pertain to any equipment installed prior to Region 4 ESC's termination notice. In the event Region 4 ESC terminates the Agreement, individual Region 4 ESC Member lease equipment placements will continue until their | Accepted |

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| | | <p>scheduled expiration date, and continue to be governed by, and be subject to, the terms and conditions of Lease Agreement between the Region 4 ESC member and Toshiba.</p> <p>Toshiba also acknowledges a Region 4 ESC Member's right to terminate the Agreement due to Toshiba's failure to provide the contracted Services, provided the Region 4 ESC Member notifies Toshiba in writing of the specific performance shortfall, and allows Toshiba 60-calendar days, or other period as agreed to by the parties in writing, to correct the performance failure to the contracted specification.</p> | |
| 11) c) / 3 | Delivery/Service Failure | <p>Toshiba equipment deliveries can normally be expected within two to three weeks following the receipt of a Region 4 ESC Member's equipment/purchase order, except during times of product constraint. Toshiba will inform the Region 4 ESC Member if a constraint condition exists and will provide a revised delivery date. If the revised target delivery date is unacceptable, the Region 4 ESC Member can cancel the order without penalty to either party.</p> <p>Toshiba agrees that it will be responsible for any additional costs incurred by a Region 4 ESC Member if Toshiba fails to deliver the requested service(s) in a timely manner, providing the Region 4 ESC Member notifies Toshiba in writing of the performance failure and provides Toshiba 60-days to correct the performance failure. If the performance shortfall is not corrected to the contracted specification within the agreed upon timeframe Toshiba will either issue a check or issue a separate credit invoice to offset any non-Monthly Minimum Charge. Pending correction of the failure, the Region 4 ESC Member is expected to pay all undisputed amounts, including the Monthly Minimum Charge, which is not subject to dispute at any time.</p> | Accepted |

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|------------|-------------------------|--|----------|
| 11) d) / 3 | Force Majeure | Toshiba agrees that neither party will be in breach of their performance obligations if a force majeure event prevents the party from fulfilling its obligations. The Region 4 ESC Member's services payment obligation will be suspended with respect to any equipment that is rendered inoperable during a force majeure event if Toshiba is prevented from providing maintenance services. The services payment suspension will continue until the end of the force majeure event or until Toshiba restores the equipment to operating condition. If services payment is suspended, the term of the Contract will be extended for a period equal to Region 4 ESC's payment suspension. Equipment Lease payments shall not be suspended. | Accepted |
| 11) e) / 3 | Standard Cancellation | Toshiba recognizes a Region 4 ESC Member's right to terminate the Agreement for its convenience due to a change in its business needs. However, the Toshiba offer is based on a firm equipment installation commitment that cannot be terminated without penalty except for fiscal-year funds non-appropriation or an uncured Toshiba default. Cancellation for any other reason will result in a liquidated damage. Cancellation under this provision shall not apply to any orders received by Toshiba prior to the expiration date of the Contract. Individual leases for equipment delivered and accepted prior to any termination or cancellation, may not be cancelled without penalty until expiration of the Lease Agreement. | Accepted |
| 14) / 4 | Delivery | See comment at 11) c) above | |
| 15) / 4 | Inspection & Acceptance | Unless the delivery is preceded by a Trial order, the equipment will be deemed accepted on the equipment installation date, which is the date Toshiba determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the Region 4 ESC Member's use. The Installation Date for equipment and software designated as "Customer Installable" will be the | Accepted |

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|---------|---------------------|---|----------|
| | | equipment delivery date. Any equipment that does not perform to its published specification will be repaired or replaced by Toshiba at its expense, provided the equipment is covered by a Toshiba warranty or maintenance plan. Any equipment that needs to be replaced will be replaced with an identical model, or at Toshiba's option a unit with similar capabilities, and comparable usage. | |
| 17) / 4 | Price Adjustments | Toshiba agrees with the last sentence of this provision providing the Region 4 ESC is procuring the identical items in the same or greater quantities under the same terms and conditions. Price reductions resulting from this provision shall only apply to orders received after the effective date of the price reduction. | Accepted |
| 18) / 4 | Audit Rights | Audits shall not be performed more frequently than once per year. | Accepted |
| 22) 5 | Warranty Conditions | <p>Warranty Conditions (applicable to outright purchase):</p> <p>Toshiba provides warranty by way of a monthly billed maintenance agreement. Maintenance agreements commence upon installation of the equipment. Toshiba will repair or replace defective parts or equipment at Toshiba' expense as long as the equipment is being maintained by Toshiba under a maintenance agreement. If the maintenance agreement is cancelled or it is not renewed Toshiba' obligation to repair or replace equipment ceases.</p> <p>Warranty Conditions (applicable to lease):</p> <p>Toshiba provides warranty by way of a monthly billed maintenance agreement, which is a mandatory part of the monthly lease payment. Maintenance agreements commence upon installation of the equipment. Toshiba will repair or replace defective parts or equipment at Toshiba' expense for the duration of the lease agreement.</p> | Accepted |

| | | | |
|---------|--------------------|--|----------|
| | | EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TOSHIBA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES HEREIN, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE AND TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE PROVIDED "AS IS". | |
| 29) / 6 | Funding out Clause | Toshiba acknowledges the Region 4 ESC Member's right to cancel the Contract or an Order at the end of any fiscal year if their governing body does not appropriate funds for the Contract's or an Order's continuation. In order to terminate under this provision, Region 4 ESC will be required to send Toshiba written notice, within 30-days of its governing body's decision, stating that its governing body failed to appropriate funds and that the governing body was unable to find an assignee within its organization to continue the Agreement. The notice must certify that the canceled equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year and indicate that the decision to cancel the Agreement was not initiated by any individual involved in the Agreement's management or execution. The Region 4 ESC Member will be required to return the equipment to Toshiba in good working condition, reasonable wear and tear accepted. The Region 4 ESC Member will then be released from its obligation to make any further payments beyond the end of the last fiscal year for which funds have been appropriated | Accepted |
| 30) / 6 | Indemnity | Toshiba, to the extent permissible by law, submits the following with respect to indemnity: | Accepted |

| | | | |
|-------------------------|-----------------------------|---|-----------------|
| | | <p>Toshiba shall defend, indemnify and hold harmless Region 4 ESC. against damages, claims, or legal actions and any loss, liabilities and expenses (including, but not limited to reasonable attorneys' fees) arising out of or resulting from any material defect or nonconformance in the goods or services purchased, or from any grossly negligent act or willful omission of Toshiba or its employees. Toshiba(s) will not be liable to the extent loss, liabilities, damages, costs and /or expenses are caused by Region 4 ESC, its members' or its employees' actions or omissions.</p> <p>IN NO EVENT SHALL VENDOR BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES.</p> <p>VENDOR'S ENTIRE LIABILITY IS LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED \$100,000.00 IN THE AGGREGATE</p> | |
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| ADDENDUM 2 TO RFP 19-11 | | | |
| 1 / 1 | Termination for Convenience | Termination for Convenience shall not apply to leased equipment delivered and accepted by Region 4 ESC prior to the termination. | Accepted |

Tab 2 – Products/Pricing

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Toshiba acknowledges and has complied with pricing requirements.

- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Toshiba acknowledges and has provided electronic copy as required.

Please see submitted hard copy pricing schedules in "Originals" submitted as well as electronic xls file named: **Toshiba – Region 4 Copiers & Printers**



Toshiba - Region 4
Copiers & Printers.xl

- iii. Is pricing available for all products and services?

Yes.

- iv. Describe any shipping charges.

Shipping is included in pricing submitted.

- v. Provide pricing for warranties on all products and services.

Toshiba has included in pricing submitted for review.

- vi. Describe any return and restocking fees.

Toshiba will not charge any restocking fee and will pay all return shipping costs unless a product is ordered by the customer in error, then return shipping costs are the responsibility of the customer and a 15% restocking fee would be charged.

- vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Toshiba will offer volume discounts to qualified entities. Discounts may be available based on the size, potential size and duration of the order.

- viii. Describe how customers verify they are receiving Contract pricing.

All orders under the awarded Region 4 ESC / OMNIA Partners Contract will require that the contract number be on documentation processed internally and linked to contract pricing prior to actual ordering and shipping.

- ix. Describe payment methods offered.

As part of our implementation planning, we will work with customer to develop appropriate billing procedures consistent with contract ordering and processing procedures. Together we will determine if invoices will be consolidated or non-consolidated, centralized or decentralized, and delivered in electronic or hard copy format.

- x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Toshiba will usually only update pricing when new and/or replacement products are introduced to our line which generally occurs annually.

- xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

Prior to product introductions Toshiba will submit to Region 4 ESC request for review and approval of new and/or substituted products. Product introductions and/or substituted products will be in alignment or within scope of category awarded and also in alignment with awarded pricing and/or discount off MSRP.

- xii. Provide any additional information relevant to this section.

None.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Tab 3 – Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

highlight experience, demonstrate a strong national presence

Toshiba has many years of experience selling to cooperative purchasing organizations, including Region 4 ESC/OMNIA Partners, who in turn deliver value and cost savings to their participating members. For example, we participate in agreements under the Region 4 ESC/OMNIA Partners Managed Print Services contract, NASPO Valuepoint Copiers/Managed Print Services contract, Texas Department of Information Resources (Texas DIR) Managed Print Services, Printers and Copiers contract, King County Directors Association (KCDA) Copiers/Multifunctional Devices contract, Massachusetts Higher Education Consortium (MHEC) Copier contract and BOCES Eastern Suffolk as well as statewide buying contracts with Arizona, Arkansas, Florida, Georgia, Louisiana, North Carolina, Minnesota, Mississippi, New York, South Carolina and Ohio.



We also support numerous state, county and local government agencies, K-12 school districts, colleges, universities and county and city governments throughout the U.S. as well as local, national and national clients from other industries such as healthcare, finance, manufacturing, industrial, retail, construction and legal.

The Region 4 and OMNIA Partners contract will be managed under Toshiba’s National Accounts Program, which combines our national sales, service, marketing, and technical support expertise with a local touch that assures you of easy, uninterrupted access to local service expertise. This structure has been very successful on other major cooperative purchasing agreements. Under this program, we ensure consistency of service and support across your entire enterprise by binding all service providers to the terms and conditions of their Dealer Agreement, National Account Program Agreement and specific contractual requirements. Prior to implementation, Toshiba conducts training to communicate installation and delivery schedules, service levels, on-site performance expectations, and any other customer requirements to all Toshiba entities assigned to the account to ensure a consistent message and execution across locations and time.

Toshiba’s regional and district offices strategically located throughout the U.S. are staffed by Regional Sales Managers who has national account responsibility for Toshiba programs. Sales territories are divided into districts or areas, which are managed by District Sales Directors and District Sales Managers. District Sales Managers are responsible for managing the sales and

service activities of our direct branches and authorized service providers in their respective regions or states.

The program will be guided by our Executive and Account Management teams who are well versed in the consortium channel. They will be supported by a corporate support organization comprised of contract administration, implementation, marketing, billing service delivery and customer service. In essence, our entire organization actively participates in supporting Region 4 and OMNIA Partners. This operating structure is depicted in the chart that follows.

Toshiba's Nationwide Region 4/OMNIA Partners Team



National Account Management: Region 4 ESC will have a dedicated Account Management Team led by Jon Hafey, Director, Strategic Business Development, and Kirk Pierson, Director, Federal & Consortium Sales, Director of Federal/Consortium Sales. Jon and Kirk will have the autonomy and authority to make quick decisions to ensure we are meeting or exceeding all our contractual obligations and have access to an extensive infrastructure of corporate executives and professionals who work closely in supporting each Member.

National Sales: Toshiba has operations in all 50 states and the District of Columbia. We are represented by a network of over 350 direct branches and independent service providers strategically located throughout the U.S. Account sales will be driven both locally and nationally, with strong executive leadership and guidance.

Local Sales: Each service provider assigned to support Region 4 ESC have local account executives who will assist the sales efforts locally, ensuring a high level of responsiveness and customer satisfaction.

Corporate Support: Sales efforts will be supported by a complete corporate support organization equipped to manage all account aspects – including initial contract activities, implementation,

billing and service. To market and manage the Region 4 ESC account from initial sales, to implementation and ongoing account management, Toshiba will work with provide additional corporate resources, including:

The **Contract Administration Team** will spearhead the solicitation process, from negotiation through contract signing, as well as provide contract administration throughout the engagement.

The **Corporate Implementation Team** will engage early in the relationship to drive the implementation and ensure a smooth transition to new Toshiba devices. Kathi Lau, Implementation Project Manager, will oversee implementation activities. Other personnel representing Operations, Supplies, Service, and Dispatch will manage tasks such as receiving orders, staging product, installing product, and training end users.

A dedicated **Customer Support Representative** (MPS Account Specialist) will assist with day-to-day administrative duties, including monitoring inventory and delivery transactions. Multiple Account Coordinators will be assigned as needed to properly support Region 4 ESC and OMNIA Partners.

Professional Services: Toshiba's National Professional Services team serves as consultants to Toshiba clients, focusing on document security, workflow and management solutions to enhance the functionality of our devices. They also serve as a resource for operational questions and technical support on all software solutions acquired from Toshiba.

Managed Print Services: Toshiba has an expert team of Business Development Managers and Print Analysts ready to employ our Six Sigma Encompass methodology and tools to drive our fleet optimization programs. This team works very closely with Toshiba's national and local sales teams to help clients achieve greater fleet efficiency and enhanced productivity.

- describe how Offeror will educate its national sales force about the Contract
- describe how products and services will be distributed nationwide
- include a plan for marketing the products and services nationwide

Toshiba is committed to rolling out the award in a timely and controlled manner. Below is a visual representation of our engagement plan:



STRATEGY

Go-to-Market strategy
Value proposition
Product line
Channel engagement
Executive summary
Business planning
Sales leadership meetings



MARKETING

Brochures & collaterals
Drip campaigns
Website
Advertising budget
Press release
Success story
Case study



MINDSHARE

Program launch
Dealer onboarding
Training
Program playbook
Trade shows
Lunch & learn
Portfolio review
Open house



CRM

Members list
Salesforce.com
Sales assignment
Sales incentives
Engagement calendar
Pipeline validation
Client webinars



MEASURE

Scorecard
Market analysis
Sales & rebate reporting
Opportunities tracking
QBR
Win/loss recon

The following is Toshiba's implementation plan, go-to-market strategy, and marketing-related activities.

| Timeframe | Action Item | Tasks | Owner |
|------------|--|---|--|
| Day 1 - 10 | Upon award, meet with Region 4/OMNIA Partners to clarify program goals and strategies; clearly articulating quantitative and qualitative objectives and desired approach | Schedule meeting with appropriate team members Finalization of Contract Obtain list of Region 4/OMNIA Partners, Public Sector participants and contacts to develop communications channel (sales, marketing, follow up) | Director of Federal & Consortium Sales Director of Strategic Business Development Program Manager Director, Bids & Proposals Contracts Manager |
| Day 1 - 10 | Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy | Communicate award to all key executive management for flow down to national sales force | Director of Federal & Consortium Sales Director of Strategic Business Development |
| Day 7-14 | Contract Summary | Distribution of contractual obligations and operational framework of offer Order, invoicing and payment Maintenance and supplies Insurance Lease and finance arrangements | Contracts Manager/Administrator |
| Day 7-45 | Implementation/ Operations and Dealer Engagement | Development of Region 4 OMNIA Partners / Toshiba Website for information, contract documentation, | Program Manager |

| Timeframe | Action Item | Tasks | Owner |
|-----------|--|---|---|
| | | <p>marketing materials, and ordering instructions</p> <p>Customer-facing packet that includes contact info for procurement, toll-free number to order and inquire about product, website to learn about product, assessments/proposals process, ordering instructions</p> <p>Dealer launch packages (Playbook, Flashcards, Pricing Catalog, Presentation) and Dealer Agreement with rules of engagement to participate</p> <p>Set up sales & rebate reporting</p> <p>Create and design Toshiba eXCHANGE Extranet dedicated to award, accessed by Sales and Reseller channels for order instructions, Playbook, marketing materials and brochures</p> | |
| Day 45-90 | Engage Toshiba's Corporate Marketing Team to advertise the Contract benefits and drive awareness | <p>Creation of co-branded press release and distribution to trade publications and Toshiba Website</p> <p>Create co-branded program materials & communications</p> <p>Mandatory e-Le@rnings - Online webinars to ensure Sales (RSMs, BDMs, DSMs) and Reseller Channels (BTA, TBS) understand the sales cycle processes and procedures</p> <p>Intro article for OMNIA Partners, Public Sector newsletter /website /other correspondence</p> <p>Creation of drip campaign to Region 4/OMNIA Partners, Public Sector participants and prospective clients in the public sector introducing Toshiba as a Supplier</p> <p>Design advertising for trade publications</p> <p>Develop advertising budget and calendar</p> | <p>Program Manager</p> <p>Marketing Manager</p> <p>Director, Education and Development</p> |
| Day 45-90 | Sales/Account Management | <p>Assign Sales staff</p> <p>Dealer incentives</p> <p>Tracking Opportunities via Salesforce</p> <p>Sales blasts (internal/external)</p> <p>Monthly reviews</p> | <p>Director of Federal & Consortium Sales</p> <p>Director of Strategic Business Development</p> |

| Timeframe | Action Item | Tasks | Owner |
|-----------|-------------|--|-------|
| | | Activity reports Provide ongoing email communication to Reseller Channels Development of Trade Show / Conference Calendar, identify attendees and budget Host orientation meetings with key users Sponsor Open Houses and/or "Lunch and Learn" demo sessions | |

- describe how volume will be tracked and reported to OMNIA Partners

Sales Revenue is reported through sales orders (linked to actual contract number) entered into Oracle/Tableau. Once invoiced, all sales are compiled internally and reported. Invoiced Legacy maintenance is reported by all authorized resellers/service providers. all sales/service data received is then combined and totaled monthly for each member into one line item if possible and then transferred to the Region 4/OMNIA sales volume report.

- The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Toshiba has submitted Appendix B which contains our comments regarding Appendix D.

- Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Toshiba has submitted required documentation.

- Describe how Offeror responds to emergency orders.

Toshiba has implemented a proactive approach to servicing assets by handling priority events first and identifying and responding to product system alerts before end users reach out to the help desk. Priority is always given to any emergency call for a down machine that is affecting a critical operation of the customer's business.

To ensure we are always able to respond with the correct parts and supplies, our local servicing facilities all maintain common repair parts and supplies locally. Also, each technician carries a standard car stock of parts on each call that is monitored daily. The types and level of car stock inventory would be predicated on the machine population in their territory, i.e., specific models, printers versus MFDs, models, age and condition, etc., as well as cost. In the rare event of a shortage, we utilize a parts inventory network to locate parts at another location, or we have access to emergency overnight delivery of parts directly from Toshiba's local warehouses.

v. What is Offeror's average Fill Rate?

Toshiba's fill rate for hardware, parts and supplies is, on average, in the ninety percentile.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

On average, Toshiba's on-time delivery is 20 working days. However, there may be situations that require the client to postpone installation for reasons of delayed construction, office move delays, weather, etc. In these situations, we work with the client to ensure we adhere to the contractual obligations and with dedicated resources managing your account, communicate when we might miss an appointment.

New orders are tracked by Toshiba's assigned Account Specialist, who checks activity daily. Each product and parts order is assigned a tracking number and tracked by the Toshiba Shipping Department in the product database. Each night the database is updated with the carrier tracking number, which we use to track the status of the shipment. The Account Specialist will track the order through shipping and coordinate receipt, delivery and installation with the receiving service provider.

Product forecasting is an integral part of implementation planning, when we determine the proper equipment mix and projected timeline for roll out. Toshiba maintains sufficient inventory of product, accessories, parts, and supplies. In order to ensure we meet the projected delivery schedule, we assign the necessary resources and allocate the appropriate number and mix of devices by the pre-determined dates.

Toshiba's contract with the City of Kansas City comprised a 250-machine installation with an accelerated implementation. As old equipment was removed and new Toshiba equipment installed, Toshiba was on the spot with a technician to set up the device and a representative to train the staff. ***Toshiba completed the entire implementation in only nine business days!***

For our major MPS contract for the Los Angeles Unified School District (LAUSD), Toshiba was selected based on our exceptional ability to provide quick assessments, work within the stringent timeframe needed to perform the assessments, recommendations and implementation, keep the costs contained, provide visible reporting and be able to tailor solutions to meet the varying needs of their schools and District offices.

vii. Describe Offeror's return and restocking policy.

Toshiba will not charge any restocking fee and will pay all return shipping costs unless a product is ordered by the customer in error, then return shipping costs are the responsibility of the customer and a 15% restocking fee would be charged.

viii. Describe Offeror's ability to meet service and warranty needs.

Toshiba warrants that its products will be, upon delivery in new condition and free from defects in material and workmanship for 90 days after delivery. Toshiba's product warranty is void (a) if the machine is used under other than normal use and maintenance conditions, (b) if the maintenance as set forth in Toshiba maintenance literature is not performed, (c) if the machine is modified or

altered, unless the modification or alteration is expressly authorized by Toshiba, (d) if the machine is subject to abuse, neglect or accident, (e) if the machine is repaired by someone other than Toshiba or an authorized Toshiba Dealer, (f) if the serial number of the machine is defaced or missing, or (g) if the customer uses non-Toshiba supplies and such supplies cause abnormal service calls or are unacceptable for use with the machine or are defective.

Under a Toshiba Full Service Maintenance Contract, maintenance for new Toshiba product is structured as an extended warranty plan that includes all break/fix services including warranty repair (defective parts and workmanship) and routine maintenance that commences upon installation and acceptance and extends over the term of the contract.

In addition to this extended warranty, our products are backed by our Toshiba Quality Commitment, which is our guarantee that that your equipment will perform to your complete satisfaction or we will replace it. Toshiba stands squarely behind our promise with the assurance of complete satisfaction. This performance guarantee covers:

Free Replacement: If your Toshiba copier or its accessories do not operate within TABS' product specifications during the term of this program, and if the equipment cannot be repaired to perform within product specification, Toshiba will replace the copier or accessory at no charge with a model of equal or better features and specifications.

Free Loaner: If your copier is out of service for more than two (2) consecutive days (48 hours) after notifying us or requires off-site service, a loaner copier will be provided by Toshiba at no additional charge.

- ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Toshiba offers a clearly defined escalation process to resolve poor performance issues quickly, efficiently, and to your complete satisfaction. At any time, the customer may escalate a service or product issue, starting at the local service level and extending to the corporate level. Resolution of all service issues is facilitated by the Account Manager and Account Specialist assigned to the Region 4 account. As required, complex technical problems are escalated to Toshiba's InTouch Center, a centralized staff of technical and network professionals who are empowered to take the necessary actions to correct the deficiency. These experts are available during normal business hours to help troubleshoot and resolve complex hardware and networking issues. In all cases, the Account Manager and Account Specialist will be kept apprised of the status to ensure the problem is resolved timely and to the customer's satisfaction.

The following multi-level escalation process is in place to resolve all service issues quickly, efficiently, and to your complete satisfaction:

- 1 Account Manager/Local Service Provider receives a Request for technical assistance.
- 2 Account Manager/Local Service Provider will contact your location to define the issue.
- 3 A visit will be scheduled to analyze the equipment.
- 4 The issue will be researched using all available sources for possible resolution.

- 5 On-site troubleshooting and repair of machine will be performed. All affected parties will be informed of resolution.

If it is determined that your Toshiba MFD cannot be repaired or is not operating to specifications, Toshiba will replace your product with a comparable unit under Total Quality Commitment (TQC) Program. Our goal is to ensure the customer is completely satisfied with our product throughout the term of our agreement.

- x. Describe Offeror's invoicing process including payment terms, acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Toshiba's billing process is tailored to meet the varied invoice requirements of our clients and supports the specific service offerings we provide. Our billing activities reflect if hardware is purchased or leased, if maintenance is included, what software solutions are implemented, if printer service is included, if MPS is implemented, and more. The billing process is further refined depending on client preference for invoice type, delivery method and content. Toshiba's standard payment terms are Net 30 days.

Toshiba is able to provide electronic billing and supports Electronic Data Interchange (EDI), Electronic Fund Transfer (EFT) and Evaluated Receipt Settlements (ERS). Toshiba can provide electronic invoicing in Excel format for leases. For straight purchases, Toshiba can provide the following EDI platforms: 850 Purchase Orders, 855 Acknowledgements, 810 Invoices and 856 Advance Ship Notices.

For maintenance billing, Toshiba can provide Members with a summary invoice and detailed supporting information in Excel format. The detailed information for each machine includes Model, Serial Number, IP address, Beginning and Ending reads by B&W and Color, and street address.

Toshiba also can accept payment by American Express, MasterCard, and Visa. There are no fees associated with credit card payments.

- xi. Describe Offeror's contract implementation/customer transition plan.

Toshiba will take great care to ensure a smooth and seamless implementation across all Agency locations. Implementation goals range from mitigating impact on your business to initiating and communicating account specifics, deployment schedules, identifying work flow processes for device configuration and ease of replication across the fleet, overseeing site surveys and network requirements, portal configuration for service and supply requisitioning, establishing print policies and control processes, overseeing knowledge transfer for training schedules, deployment of training tools, etc. This will include equipment mix with projected installation timelines for each location.

The initial planning phase will include identifying key locations which the Agency would like to focus and may be prioritized by a variety of characteristics, such as operational expense of fleet, age of fleet, location, usage trends, device to employee ratios, scheduling to limit or have no disruption on work productivity, cultural aspects, etc.

Our Account Management Team will meet with Agency key personnel upon award to draft an implementation plan and timeline. The team can easily transition the copier and printer contract to Toshiba through a series of actions that include:

- **Initiating** the account, including notifying Executive and Account Management Team members, along with the internal and external stakeholders and confirming roles and responsibilities.
- **Planning** the account, which includes identifying the contract components, service level commitments and key metrics, and supply requirements.
- **Installing** our meter collection tool and set up e-Commerce and Toshiba's web portal for requesting service and supplies.
- **Executing** the account, which includes understanding the order process and invoice detail and close communication with external parties.
- **Controlling** the account, which is an ongoing and iterative process of measuring, reviewing, improving where needed, and communicating.

The following steps represent the successful delivery, installation, acceptance, training and ongoing service and support. It assumes that all sites have been assessed and right sized and the proper device mix has been approved by the Agency.

Pre-Installation and Setup

Prior to equipment installation, Toshiba will schedule a meeting with project leaders and IT staff to coordinate pre-installation and networking activities. After reviewing pre-installation data and confirming general requirements, an implementation schedule is developed. Our technical personnel will also be engaged with your IT staff to ensure our equipment, as well as any software solutions are compatible with the network. In cooperation with the Agency staff, technicians will conduct a network site survey and test to ensure equipment and application compatibility with your network.

Product Installation

Toshiba will work with the Agency to create an implementation plan that establishes a firm timeline for replacing equipment by location. This plan will include specified times for placing and processing orders, delivering and installing equipment, and conducting end user training as well as back-up resources to handle any contingencies. The implementation plan will be broken down by action items and identify functional support and areas of responsibility.

Toshiba MFDs are shipped directly to the installing service provider's location, where it is unpacked, fully assembled, and tested prior to delivery. This minimizes disruptions to the customer's operations. The service provider receives the packing slip and verifies that equipment is free of damage all parts are in place. Any rejected shipments due to damage, shortages, or other discrepancy are handled by the service provider. Generally, new printers are delivered/drop shipped to each location; Toshiba does offer professional printer installation if you should desire to take advantage of this service.

Supplies

Toshiba's consumables supply process is handled entirely out of our local office. The Agency will have access to a secure service and supply portal (GSP) for reordering supplies and toner online (Our toll-free number also is available for ordering.) Each device will have a Toshiba asset tag that will identify the device, its location, and the consumable supplies associated with the product. When a user requires supplies such as toner, they will access the supply portal and enter the asset tag associated with the device. The portal will identify the device and associated supplies, and the user will indicate which items they need. The user confirms the address and submits the order for fulfillment. Further, we can install automated software that will report low toner levels on all network devices. End users will be given order numbers so that supplies can be tracked through the shipping process.

For authorized laser printers, Toshiba offers our exclusive PageSmart MPS Program for automated toner replenishment. The installed device monitoring tool will proactively ping the print devices several times per day, transmitting the data to a back-end system that processes the data through sophisticated algorithms. The system looks at device usage, toner level, order history, cartridge yield and other factors to predict days of toner remaining. When it hits the threshold determined for the specific device, the toner will automatically be shipped to the designated location, with a label clearly depicting the correlating serial number, intended recipient and device location.

Training

As part of the equipment installation, Toshiba will provide each Agency location with user training to help your employees adapt quickly to Toshiba equipment and any new technologies and workflow processes. Toshiba's trained professionals will provide employees with customized user training that is complete and easy to understand. Training schedules, location, and frequency of sessions will be mutually agreed upon with the appropriate the Agency representative.

We also provide instructional tools such as a Quick Start Guide and Operating Instructions poster for placement near the device to help walk end-users through the process of performing the more common operating tasks. Our experience shows that such training and access to training materials are key factors in promoting employee buy-in for an organization's transition to a new vendor and equipment.

Ongoing Support

Local account management plays an important role in building rapport with administrators and users and gaining familiarity with your MPS environment. Each Agency location will receive:

- Supplies ordering and delivery to end user
- Preventive maintenance
- On-site service
- Centralized dispatch
- Technical support and consultation
- Service Level Agreement compliance
- Asset management and reporting
- Continuous improvement initiatives

Our service program combines industry best practices and stringent service levels to provide the State with the highest level of field maintenance possible, which includes our local Toshiba-trained and certified service technicians, centralized Dispatch, technical and IT support, online device and fleet management, and other value-add programs.

As part of ongoing account management, Toshiba continually monitors client data and will present the State with recommendations to enhance fleet optimization throughout the engagement. Consistent with our commitment to Six Sigma, trend data and Service Level Agreement (SLA) performance will be analyzed to drive continuous productivity improvement. Toshiba will also regularly update the State regarding technology innovations – from equipment to software solutions – that can further enhance its document management infrastructure.

xii. Describe the financial condition of Offeror.

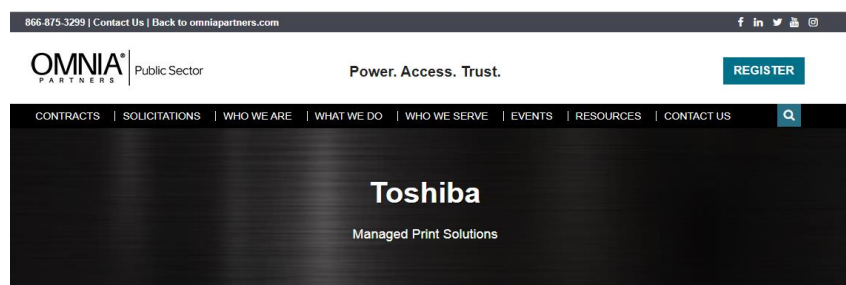
With Toshiba, you get a responsible, financially stable and steadfast partner. We are an independent operating company of Toshiba Tec Corporation, a financially strong company with annual revenues exceeding \$4 billion that is comprised of an extensive network of diversified subsidiaries that provide advantageous supply relationships to each other throughout the world. Toshiba Tec Corporation has developed and implemented mid and long-term management strategies to generate strong future growth in the current global business environment and to ensure that we have a steady, strong, and highly profitable business structure and robust financial foundation to withstand rapidly changing economic and market conditions.

Toshiba has been diligently working to become a “global one-stop solutions company” under the three pillars of its business strategy, namely (1) growth of global retail business, (2) expansion of solutions and service business, and (3) establishment of a steadily profitable organization through cost reduction and productivity improvement. Toshiba's direction is a Differentiation Strategy, where we are not just an MFP manufacturer but also offer Point of Sale (POS) and Barcode System (BCS) technology, further differentiating ourselves as unique from the competition.

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website’s capabilities and functionality.

Toshiba will provide the required website for awarded contract as described. We currently host a website for our contract with Region 4 ESC (Contract #R171405) which meets this requirement:

<https://www.omniapartners.com/publicsector/contract/supplier-contracts/toshiba>





Established website will allow qualified customers to register once they have agreed to the MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT & PRIVACY NOTICE.

Customers will have the ability to view the following information:



Overview

Contract Documentation


MPS Contract

Resources

How To Order

Going Green

News & Events



Toshiba is a leading provider of award-winning document imaging products and document management and workflow solutions throughout the US, Canada, Mexico, Latin America, and the Caribbean. Toshiba's portfolio includes not only leading-edge products and solutions but also professional services in the area of document security, document assessment, asset management, and fleet optimization. Toshiba's core competency is analyzing customer's imaging environment and managing a smooth transition to an optimized infrastructure, balancing all customer objectives including cost and employee satisfaction.





K-12 Overview Flyer



Additionally, customers will be able to easily access Toshiba's Corporate Website and register to receive additional informational updates directly from OMNIA Partners, Public Sector.

Contact Information
Website: business.toshiba.com
Email: consortium@tbs.toshiba.com
Phone: 800-468-6744

SUPPLIER WEBSITE

Get in Touch
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299
info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

SIGN UP FOR EMAIL UPDATES

Contracts

Solicitations

Who We Are

What We Do

Who We Serve

Events

Resources

Contact Us

xiv. Describe the Offeror's safety record.

Each Toshiba facility is responsible for recording and reporting their workplace safety performance in compliance with the US Occupational Health and Safety Administration (OSHA) and state and

local safety regulations. Our safety records information is considered to be confidential and we do not disclose it publicly.

Toshiba implements Health and Safety policies and procedures at each of its locations that include strict injury and illness prevention programs providing for a work environment which is as free as possible from recognized hazards. All employees, visitors and third parties are required to comply with the safety and health requirements established by Toshiba.

Managers and supervisors, with assistance from Toshiba's Human Resource Department, are responsible for implementing safety policies for their work area and ensuring that all subcontractors doing business on Toshiba property complete required safety training and conduct their work in a safe manner. Training is updated whenever new equipment is introduced or regulatory changes occur that require changes to work instructions, operating instructions, or safety requirements.

Toshiba's toner and equipment production companies have obtained **OHSAS 18001** (Occupational Health and Safety Assessment Series) certification, which is an international occupational safety and health management system specification. This management system is managed to improve health and safety issues related to each workplace and operations, create safe and comfortable workplace environments, maintain and promote the health of employees.



xv. Provide any additional information relevant to this section.

To support our relationship, Toshiba will leverage our in-place Government and Education team led by Jon Hafey, Strategic Business Development Director, and Kirk Pierson, Federal and Consortium Sales Director, who will be the key interfaces between Toshiba and Region 4/OMNIA Partners, Public Sector. Jon, Kirk and Toshiba's National Accounts Team will leverage Toshiba's continuous improvement programs guided by Lean Six Sigma processes that will enable you to see all of the core processes and metrics at any time, and a highly trained, professional support team to ensure your Managed Print Solutions Program is operating efficiently and cost effectively

a. OMNIA Partners documents

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES X Initials of Authorized Signatory Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES X Initials of Authorized Signatory Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order

11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES X _____ Initials of Authorized Representative of offeror

Initials of Authorized Signatory

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES Not applicable / No construction contracts _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES X _____ Initials of Authorized Representative of offeror

Initials of Authorized Signatory

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES X _____ Initials of Authorized Representative of offeror

Initials of Authorized Signatory

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—

Requirements for National Cooperative Contract

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES ☒ _____ Initials of Authorized Representative of offeror
Initials of Authorized Signatory

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES ☒ _____ Initials of Authorized Representative of offeror
Initials of Authorized Signatory

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES ☒ _____ Initials of Authorized Representative of offeror
Initials of Authorized Signatory

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES ☒ _____ Initials of Authorized Representative of offeror
Initials of Authorized Signatory

Requirements for National Cooperative Contract

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES ☒ Initials of Authorized Signatory Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES ☒ Initials of Authorized Signatory Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES ☒ Initials of Authorized Signatory Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Toshiba America Business Solutions, Inc.

Address, City, State, and Zip Code: 25530 Commercentre Drive

Phone Number: 949-462-6330

Fax Number: _____

Printed Name and Title of Authorized Representative: Michael Torcaso, Senior Vice President & CFO

Email Address: c/o kirk.pierson@tabs.toshiba.com

Signature of Authorized Representative: ☒ Michael Torcaso Date: November 14, 2019

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

| | |
|--------|---|
| DOC #1 | Ownership Disclosure Form |
| DOC #2 | Non-Collusion Affidavit |
| DOC #3 | Affirmative Action Affidavit |
| DOC #4 | Political Contribution Disclosure Form |
| DOC #5 | Stockholder Disclosure Certification |
| DOC #6 | Certification of Non-Involvement in Prohibited Activities in Iran |
| DOC #7 | New Jersey Business Registration Certificate |

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Toshiba America Business Solutions, Inc.

Street: 25530 Commercentre Drive

City, State, Zip Code: Lake Forest, CA 92630

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Michael Torcaso, an authorized representative of Toshiba America Business Solutions, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

| Name | Address | Interest |
|--------------------------------|--|----------|
| Toshiba Tec Corporation (TTEC) | Gate City OhsakiWest Tower 1-11-1, Osaki, Shinagawa-ku Tokyo 141-8562, Japan | 50.06% |
| Toshiba America, Inc. (TAI) | 1251 Avenue of the Americas Ste 4110, New York, NY 10020 | 49.94% |

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

November 14, 2019

Date

X

Michael Torcaso
 Authorized Signature and Title

Michael Torcaso
Senior Vice President & CFO

NON-COLLUSION AFFIDAVIT

Company Name: Toshiba America Business Solutions, Inc.Street: 25530 Commercentre DriveCity, State, Zip Code: Lake Forest, CA 92630State of CaliforniaCounty of OrangeI, Michael Torcaso of the Lake Forest
Name Cityin the County of Orange, State of California
of full age, being duly sworn according to law on my oath depose and say that:I am the Senior VP & CFO of the firm of Toshiba America Business Solutions, Inc.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Toshiba America Business Solutions, Inc.

Company Name

X Michael Torcaso
Authorized Signature & TitleMichael TorcasoSenior Vice President & CFO

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

Reference following page.

SEAL

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

 Signature of Document Signer No. 1

 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange



Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me

on this 15th day of November, 2019,
 by _____ Date _____ Month _____ Year _____

(1) Michael Torcaso

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Omnia - Region 4 Non Collusion Affidavit

Document Date: 11/15/19 Number of Pages: 1

Signer(s) Other Than Named Above: _____

©2017 National Notary Association

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Toshiba America Business Solutions, Inc.
Street: 25530 Commercentre Drive
City, State, Zip Code: Lake Forest, CA 92630

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

- ☒ 2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

November 14, 2019

Date

X 



Authorized Signature and Title
Michael Torcaso
Senior Vice President & CFO

Certification 50344

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2019** to **15-MAR-2022**

TOSHIBA BUSINESS SOLUTIONS, INC.
40 BOROLINE ROAD
ALLENDALE NJ 07401



ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

| | |
|---|---|
| Name: Toshiba Tec Corporation (TTEC) | Name: Toshiba America Inc. (TAI) |
| Home Address: Gate City Osaki West Tower 1-11-1, Osaki, Shinagawa-ku Tokyo 141-8562, Japan | Home Address: 1251 Avenue of the Americas Ste 4110, New York, NY 10020 |
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |

Subscribed and sworn before me this ____ day of _____,
2__.

(Notary Public)

My Commission expires:

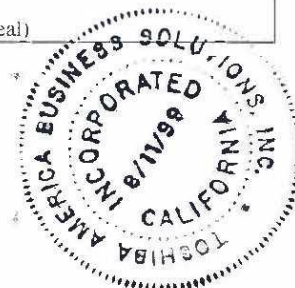
Reference following page.

X Michael Torcaso
(Affiant)

Michael Torcaso, Senior VP & CFO

(Print name & title of affiant)

(Corporate Seal)



CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 15th day of November, 2019,
by Date Month Year

(1) Michael Torcaso

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Doc #5 Stockholder Disclosure Certification

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offoror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

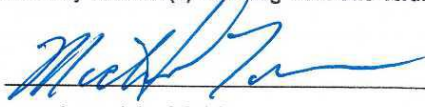
EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

| | |
|---|--------------------------------------|
| Name <u>N/A</u> | Relationship to Bidder/Offoror _____ |
| Description of Activities _____ | |
| Duration of Engagement _____ Anticipated Cessation Date _____ | |
| Bidder/Offoror Contact Name _____ | Contact Phone Number _____ |

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Michael Torcaso

Signature: 

Title: Senior Vice President & CEO

Date: November 14, 2019

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TOSHIBA AMERICA BUSINESS SOLUTIONS INC

Trade Name:

Address: 9740 IRVINE BLVD
IRVINE, CA 92618

Certificate Number: 0091792

Effective Date: September 17, 1999

Date of Issuance: October 15, 2019

For Office Use Only:

20191015102930511

Tab 4 – Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Toshiba America Business Solutions, Inc. (TABS), specializes in the provision of multifunction products and managed print services for businesses of all sizes throughout the U.S., Mexico, and Central and South America. Complementing our award-winning products is a full suite of document workflow, capture, security and fleet assessment and optimization services including Encompass, our industry-acclaimed Managed Print Services program. Encompass enables clients to print less and optimize workflow while improving efficiency.

Headquartered in Lake Forest, California, TABS employs over 2,500 employees who contribute to our goal of providing customers with award-winning document imaging and production products, solutions and services. We are comprised of four divisions: Electronic Imaging Division, Document Solutions Engineering Division, Toner Products Division and Toshiba Business Solutions, which operates a network of authorized service providers across the U.S. TABS is part of Toshiba Tec Corporation, a world leader in high technology products with annual revenues of over \$4.4 billion.

Toshiba has been manufacturing facsimile devices since 1946; copiers since 1974; multifunctional products since 1997; and printers since 2000; providing customers with professional services (document solutions and services) since 2000; and offering our exclusive Encompass™ Managed Print Services Program (fleet assessment, optimization and fleet management services) since 2003.

Toshiba has a rich history of innovation. Since 1875, we have been developing and pioneering multiple technologies within different industries and have a reputation for leveraging solutions to raise our products to the next level. When Tanaka Engineering Works merged with Tokyo Electric Company to form Toshiba Corporation in 1939, the resulting company became a leading pioneer of some of the world's most significant technologies. Toshiba is the brains and brawn behind more than 500 major technologies including digital imaging and document management products, telegraph machines, MRI technology, air traffic control systems, semiconductors, flat panel displays, disk drives, telephone systems, and laptop computers.



TOSHIBA AMERICA BUSINESS SOLUTIONS

- HQ: Lake Forest, Ca
- 2,800 Employees
- Managed Print Services
- Digital Signage Solutions



TOSHIBA TEC CORPORATION

- Main Shareholder of TABS
- HQ: Tokyo, Japan
- \$4.3B Annual Revenue
- 20,000 Employees



TOSHIBA CORPORATION

- Main Shareholder of TTEC
- HQ: Tokyo, Japan
- \$42.7 B Annual Revenue
- 153,000 Employees
- 8th largest US Patent Holder

Today, Toshiba MFDs are used around the globe in more than 190 countries, and we are continuing to expand our sales and service offerings into other emerging markets. With a long history of first-to-market expertise, innovation, value and financial stability, we provide unparalleled access to the latest in document imaging, printing and business communications technologies that few, if any of our competitors can offer.

ii. Describe Offeror's reputation in the marketplace.

Toshiba has earned the reputation as a true partner by working collaboratively with our clients to provide detailed assessments, fleet rightsizing, optimization and value-added services to reduce cost and reduce print. Managed Print Services (MPS) has been the fastest growing portion of Toshiba's portfolio and an area where we excel. Our MPS model incorporates everything from assessments and fleet optimization, device and fleet management, document workflow efficiencies, and support for various product brands, all while addressing a corporate commitment to improve security and decrease paper consumption and power usage. The scalability of our offering allows us to meet the MPS needs of small, medium, and large customers anywhere in the world.

Toshiba's reputation as a leading manufacturer of award winning document imaging products and solutions is also evidenced by the numerous industry awards we have received in performance, technical achievement and business efficiency from Buyers Laboratory Inc. (BLI), Better Buys for Business, BERTL, Industry Analysts, Inc., Channel's Choice, CIO Magazine and others. Our products have been recognized for overall superior color, color registration and toner that offers smoother reproduction of photos and halftones with excellent color fidelity and quality, receiving "Five-Star Exceptional" rating from BERTL; Editor's Choice Award from Better Buys for Business; "Best" overall ranking from OPA; and "4-Star Editor's Choice Award from BLI.

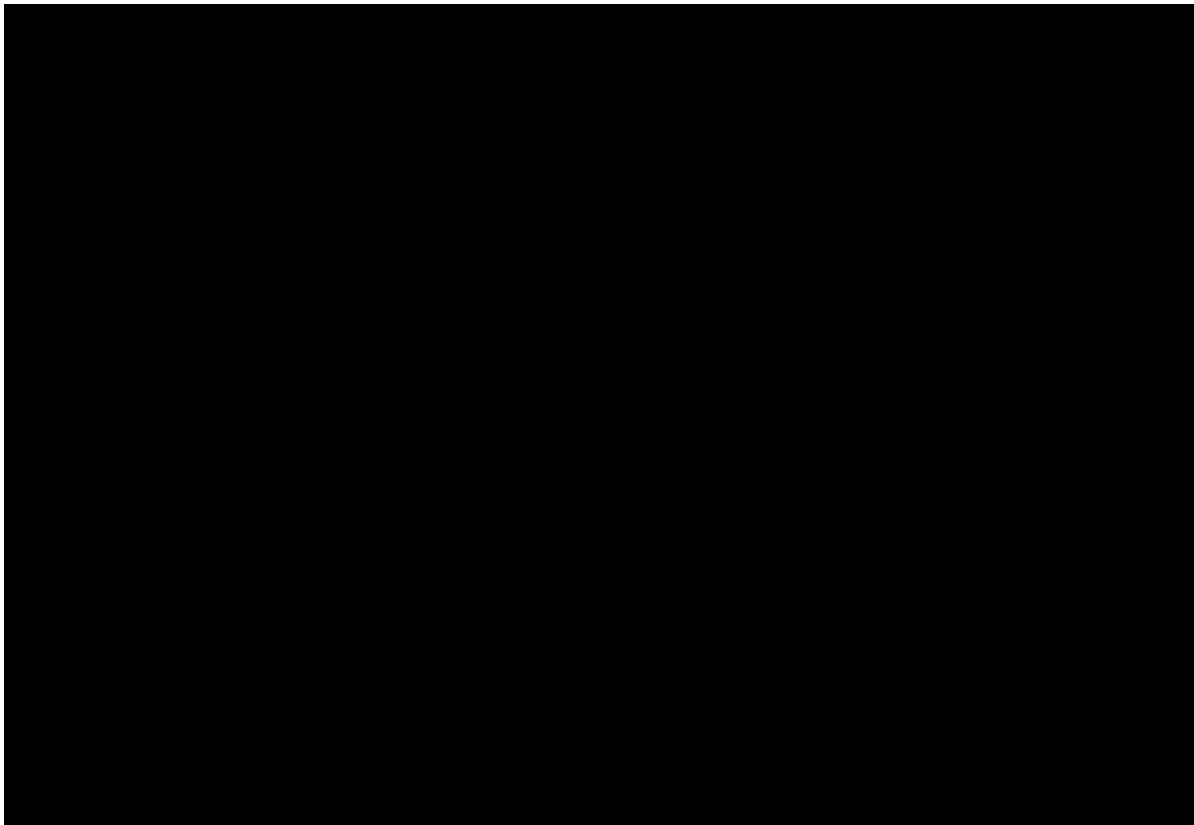


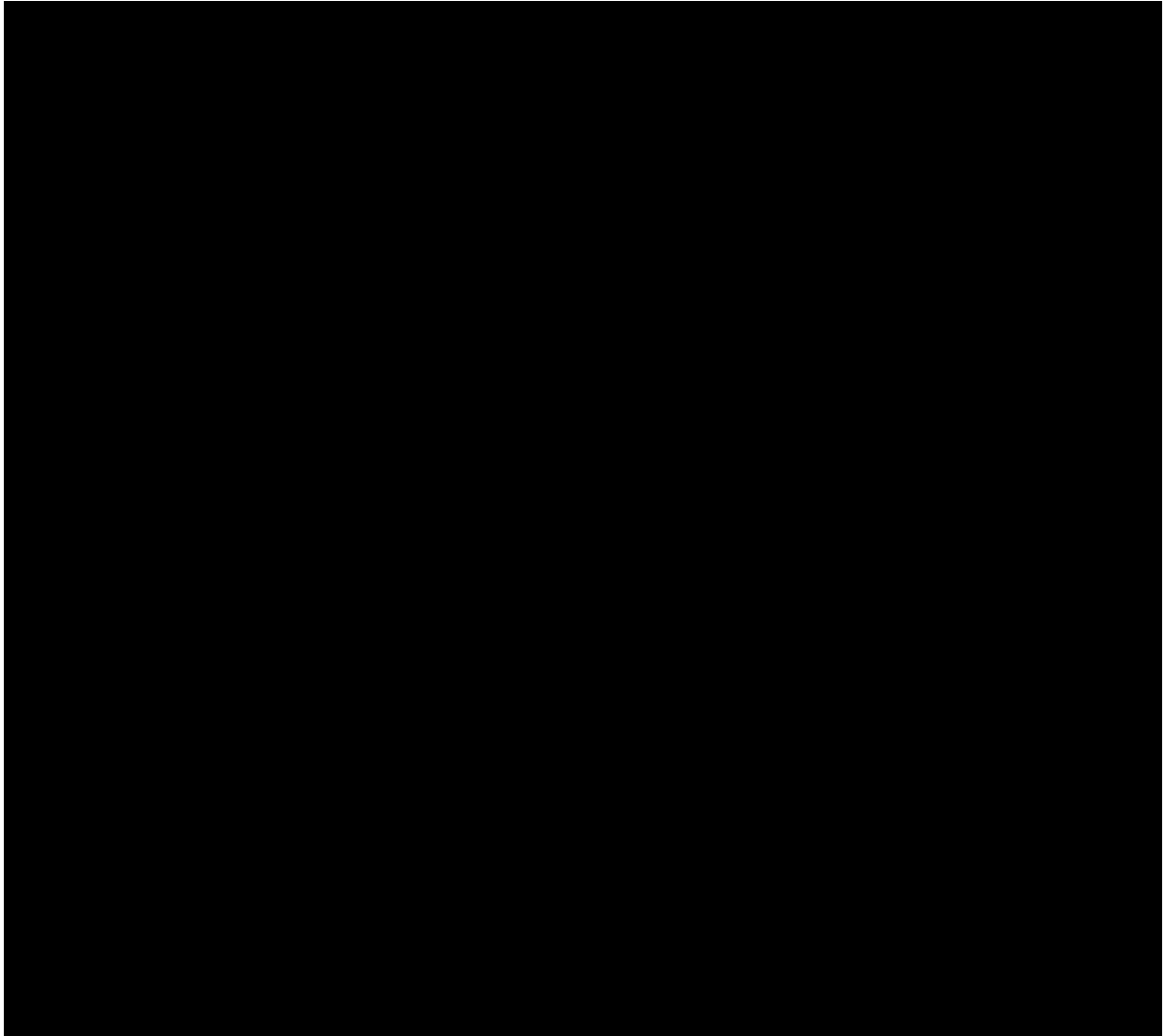
- iii. Describe Offeror's reputation of products and services in the marketplace.
- Toshiba's reputation as a leading manufacturer of award winning document imaging products and solutions is evidenced by the numerous industry awards we have received in performance, technical achievement and business efficiency from Buyers Laboratory Inc. (BLI), Better Buys for Business, BERTL, Industry Analysts, Inc., Channel's Choice, CIO Magazine and others. Our products have been recognized for overall superior color, color registration and toner that offers smoother reproduction of photos and halftones with excellent color fidelity and quality, receiving "Five-Star Exceptional" rating from BERTL; Editor's Choice Award from Better Buys for Business; "Best" overall ranking from OPA; and "4-Star Editor's Choice Award from BLI.

Our newest e-STUDIO line of multifunction devices has already been recognized for their outstanding reliability, durability and value. For example, our new e-STUDIO5015AC color multifunction device was rated **"Highly Recommended"** by Buyer's Laboratory (BLI), calling attention to its outstanding reliability and fast job stream speeds among other details. They also noted fast scan speeds with the new 300-sheet Duplex Single Pass Feeder.



- iv. Describe the experience and qualification of key employees.





- v. Describe Offeror's experience working with the government sector.

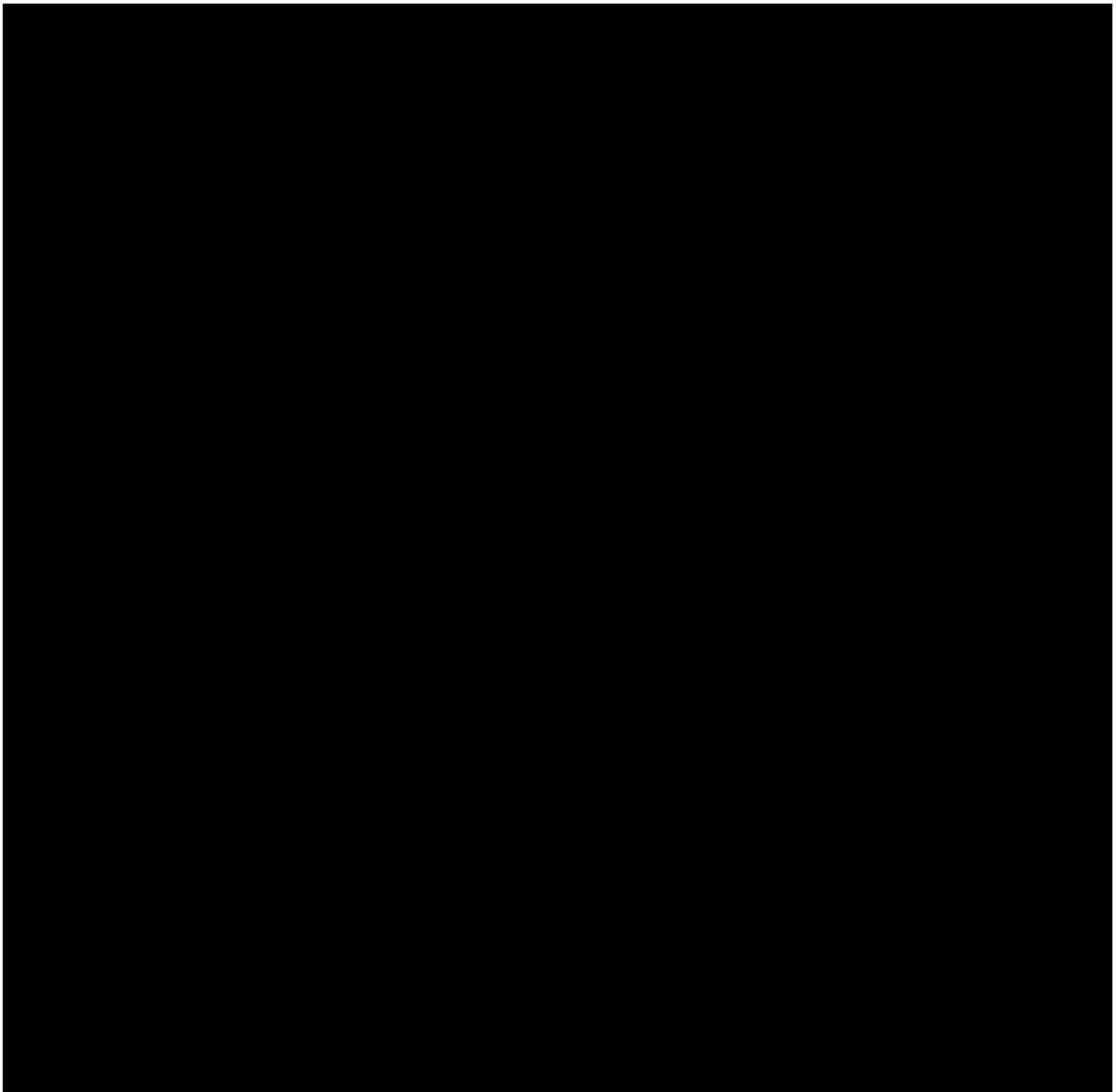
Toshiba has many years of experience selling to cooperative purchasing organizations, including Region 4 ESC/OMNIA Partners, who in turn deliver value and cost savings to their participating members. For example, we participate in agreements under the Region 4 ESC/OMNIA Partners Managed Print Services contract, NASPO Valuepoint Copiers/Managed Print Services contract, Texas Department of Information Resources (Texas DIR) Managed Print Services, Printers and Copiers contract, King County Directors Association (KCDA) Copiers/Multifunctional Devices contract, Massachusetts Higher Education Consortium (MHEC) Copier contract and BOCES Eastern Suffolk as well as statewide buying contracts with Arizona, Arkansas, Florida, Georgia, Louisiana, North Carolina, Minnesota, Mississippi, New York, South Carolina and Ohio.

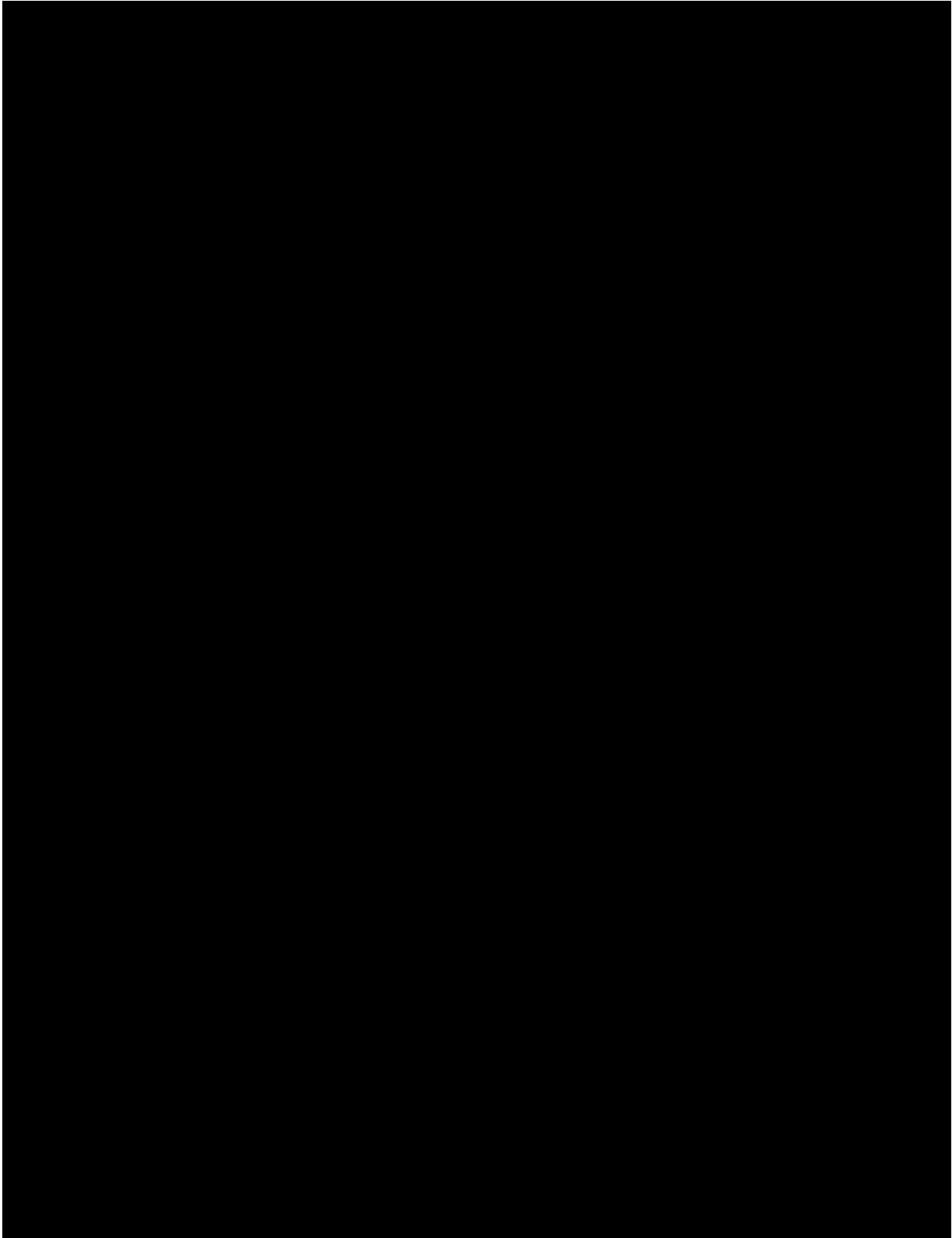


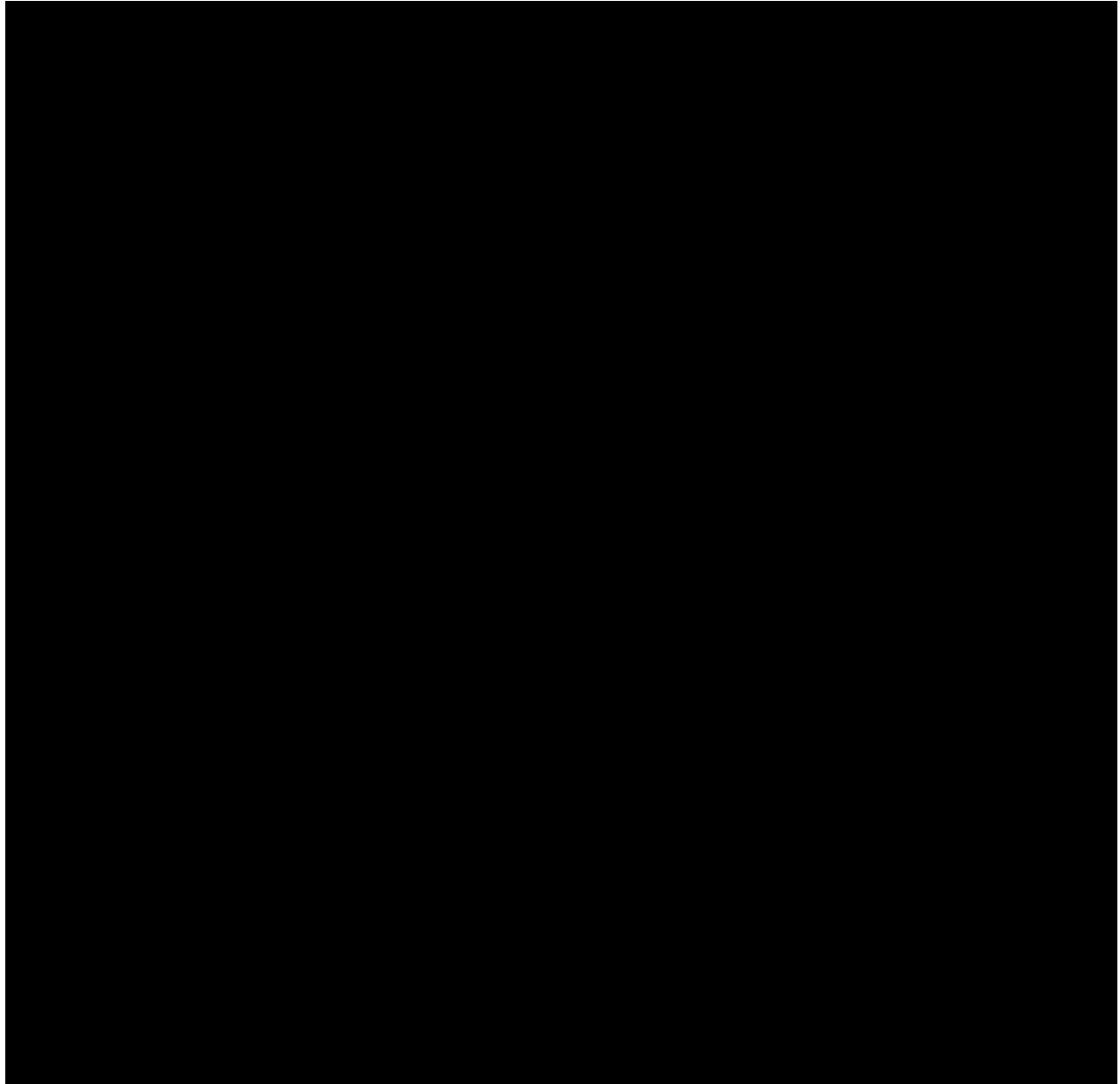
- vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Nothing to report as to all matters except litigation. As to litigation, the Company has commercial litigation from time to time but none that would impact its ability to deliver the equipment or perform the services.

- vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.







viii. Provide any additional information relevant to this section.

Toshiba has provided products and services to the public sector market for decades. We currently offer products and services under similar Region 4 ESC / OMNIA Partners awarded contract.

Tab 5 – Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Toshiba would like to introduce some of our value-added solutions that can drive greater productivity, fleet visibility, accountability, security and cost savings throughout the company while enhancing your business capabilities. Toshiba's vast portfolio of program offerings provides an advantage no other manufacturer can match.

ELEVATE CUSTOMIZED USER INTERFACE

Toshiba is proud to present a new program, ELEVATE, designed with the specific needs of our customers in mind. Taking into consideration the unique requirements and workflows of clients across several industries, Toshiba's engineers developed a new embedded user interface (UI), customized specifically for each industry. This new UI was designed to simplify most common functions our customers use daily on their Toshiba multi-function devices (MFDs), saving them valuable time and avoiding unnecessary



frustration. This industry-focused UI personalizes the MFD, putting the focus on efficient business process via a workflow-based operation panel, rather than on individual MFD functions.

For example, a very useful and popular scan-to-email feature of Toshiba MFDs is now available via a single button, automatically creating a PDF file from a scan and taking the user to a screen where they can select an e-mail address. This user-friendly function is completed in two easy steps rather than seven or eight steps on previous generations of MFDs. Some of the features and benefits that an Elevate operation panel offers:

- Simplifies commonly performed tasks
- Provides direct access to specific functions
- Minimizes end-user training via simple, one touch functions
- Aligns with security and regulatory compliance standards
- Allows greater customization with user-editable functions

What makes Elevate unique is the customization of the user interface to meet the specific requirements of your business. The standard template is a starting point, and the UI can be further customized depending on your workflow and organizational goals, along segments and functional areas. Toshiba's Service Experts will work with Midwest Trust to custom-design Elevate per your specifications,

These templates are starting points that provide in-depth knowledge of each industry and can be further customized, depending on each client's workflow and organizational goals, along segments and functional areas. With Elevate, Bausch Health will have access to custom design per your specifications, including:

- Graphics
- Corporate Branding / Identity
- Creation of Job Task Functions
- Copy / Scan / Print / Third Party Applications
- Ability to replicate the custom design and functions across their entire Toshiba fleet.

PRINT MANAGEMENT, DOCUMENT MANAGEMENT AND WORKFLOW SOLUTIONS

Toshiba has key alliances with software manufacturers such as PaperCut, XMedius, Drive, DocuWare, PrinterLogic, Prism and others who offer products that enhance the capabilities of our MFDs by combining document imaging, scanning, search and retrieval, variable data printing, reporting, security, cost recovery and document management into a single device. Further, under our PageSmart Program we support over 1,000 printer models from other manufacturers.

For all solutions, Toshiba's Professional Solutions team, led by Brian Williams, are available to scope your project and recommend the best integration solution for your needs. These individuals have extensive industry expertise and certifications and can help assess and identify areas for document and workflow improvements and recommend ways to expand the utility of MFDs and printers and help you to capture, manage, deliver, and secure your documents more efficiently.

➤ *PaperCut*

For advanced print management, Toshiba offers **PaperCut MF** from ACDI, a cost-effective solution that interfaces directly with Toshiba MFDs to provide tracking and billing of "off the glass" copying, faxing and scanning as well as secure release and follow me printing. PaperCut uses the Toshiba touch screen to provide a rich set of application features for walk-up copier, fax and scan usage, including:



- Releasing jobs from a hold/release queue (secure printing)
- Secure Release – Seamless Mobile Printing
- Allocation of copying to accounts/departments/cost-centers/projects
- End user authentication including integration with all common single sign-on environments
- Group-based access control to the device and color copying)
- Monitoring and control of photocopying (quotas, charging, allocation and logging)
- Optional proximity card swipe authentication (via standard USB-based readers)

Toshiba is a big proponent of PaperCut MF because of its strong feature set and ability to manage large, complex printing environments. PaperCut would become the backbone engine to track all MFD usage as well as output on all installed print devices throughout the enterprise. This would allow all users within Midwest Trust to output jobs to any device on the network with simple, easy to use keyboard entries, and accessible secure release methods.

Administrators would benefit from the reduction of end user print queues to manage and will only need to maintain drivers on their print servers to service end users, as well as the ability to have reporting for sustainability goals and initiatives. Users will appreciate the ability to walk to any

device in the environment and release their jobs at the device, greatly reducing document waste at production centers.

➤ **Pharos Blueprint Enterprise**

Blueprint® Enterprise from Pharos Systems is a print management software that modifies user printing behavior and provides information that companies need to optimize and consolidate their fleet. Blueprint Enterprise accomplishes this through:



- Automated discovery of all devices that users print to and real-time analysis of print parameters
- Comprehensive print/copy tracking and accounting to the user level
- Waste reduction, printing security, and convenience with Secure Release Here®
- Cost control and greener printing through printing policy deployment with Policy Print™
- With the Secure Release Here confidential printing, users print documents to the device most convenient for them regardless of where they are located.

➤ **PrinterLogic**

Our partnership with **PrinterLogic**, a leading Enterprise Print Management solution, allows Toshiba to offer their server-less enterprise print management solution. PrinterLogic's enterprise print management solution delivers centrally-managed IP printing and empowers end users to install their own printers, enhance security, reduce waste and optimize efficiency. PrinterLogic will deliver comprehensive print management solutions that solve critical issues faced by IT, while reducing cost and complexity.



➤ **DocuWare**

Toshiba is partnering with DocuWare Corporation to offer DocuWare, their award-winning document management software. The DocuWare platform is the perfect bridge from your current paper-based systems to electronic document imaging and processing and provides an efficient and effective method for users to file, retrieve and manage their document workflows more efficiently and reduce the physical storage needed.



DocuWare is a proven digital Document Management System capable of processing, storing, and retrieving millions of documents. With over 11,000 DocuWare installations totaling over 400,000 users in over 50 countries, DocuWare is the best Document Management Systems in the world. DocuWare, a Microsoft Gold Solutions Partner, is easy to implement and use. Solution simplicity and ease-of-use are critical goals towards obtaining user acceptance and adoption of new technology. Therefore, one of our primary goals is to automate but not alter the way users go about their daily work.

➤ *Drivve*

For robust advanced scanning software, Toshiba offers Drive | Image capture and routing software. This platform optimizes business processes by intelligent capture, processing and distribution. This multi-use platform will interact with your staff at the MFD, allowing them to select image options, destinations and authentication types. Workflow and routing rules in the powerful processing engine will complete image correction, de-skew lighten, darken and support a variety of output types. Drive will also address any complex scan to network, email and FTP locations that may be desired.



Drive SSO is a software solution that offers SSO together with image capture, OCR scan-to-email as well as apps for mobile devices. It combines the advanced scanning, print management and cost recovery capabilities of Drive's award-winning technology into one fully secure, continuous SSO solution for MFPs.

Drive | Print Mobility Manager is a driverless print solution for users of mobile devices such as smart phones, iPads, netbooks and laptops. With no need for print drivers, users can simply send their documents by email, by uploading them to the web, or even directly from their smart phone using the Drive | Print smart phone app. Once submitted documents can be printed directly to a specific connected MFP or printer or routed onto an existing print management or cost recovery solution with all the appropriate user credentials for secure release at the device.

➤ *Psigen*

Toshiba is partnering with PSIGEN Software, Inc. to offer customers its flagship **PSIcapture** and **PSIfusion** software. PSIcapture provides scanning functionality or can utilize simple expressions through its Advanced Data Extraction feature to automate processing tasks. With the ability to export or migrate the data to over 50 industry ECM and DMS systems, PSIcapture provides unmatched integration with just about any ECM platform, and allows the utmost in flexibility for deployment in large or small organizations. Whether you want a simple scan workflow, or complex document capture, we provide an affordable, scalable solution.



PSIGEN's web-based document capture product PSIfusion provides internet browser queuing and indexing capability from just about any device. Its built-in barcode generator allows users a simple and efficient way to scan documents into their Fusion queues, index their documents with assigned metadata, and then send them on to their end destination. Fusion can be utilized for MFP Scanning, inbound fax queuing and routing, capture workflow and approval, mail room routing and much, much more. With a simple and intuitive user interface, the product allows for quick training and deployment.

➤ *XMedius*

Toshiba is partnering with XMedius Solutions, Inc., to offer their secure, reliable and efficient fax over IP solution, XMediusFAX®. This fax software solution is crafted to fit any enterprise looking for a software-based fax server solution that is reliable, highly



scalable, easy-to-integrate and connects to any existing Voice over IP (VoIP) or other telecommunication environment.

XMediusFAX provides secure fax server solutions (FoIP) to many industries that must adhere to strict compliance and regulatory mandates. In doing so, it helps organizations optimize and secure their document workflows. Because of its scalability and flexible licensing models, XMediusFAX has been deployed by thousands of companies globally including small businesses, enterprise-class organizations, service providers and everything in between. Their customer base spans across a wide variety of vertical markets: government, education, healthcare, finance, legal and many more.

DIGITAL SIGNAGE SERVICES

Toshiba's Ellumina Digital Signage Services are fully managed content and communication solutions that deliver your message to a targeted audience at the right place and the right time. Our program includes indoor and outdoor digital displays, video walls, interactive touch panels, QSR menu boards and custom-designed interactive experiences – all supported by powerful end-to-end technology platforms for managing content and product.



From site assessments to content creation, design and implementation, our team works together to ensure complete satisfaction every step of the way. Once an installation is complete, we offer on-going content management services ensuring your messages are adapting to your needs and staying current.

ELLUMINA DIGITAL SIGNAGE SERVICES

Toshiba's interactive solutions deliver engaging customer experiences to promote your products or services in a compelling manner. We collaborate with each customer to understand their offering and then build a custom solution that will take users from passive to active.

Toshiba's Ellumina Digital Signage Services consists of two more media platforms: **Virtuoso** and **Experience Manager**. Each offers a unique experience your clients will not soon forget. Do you need to reach hundreds or thousands of people at once? Experience Manager offers the media tools and visual delivery system to grab attention and provide the call to action you are looking for to increase your sales. Looking for a more intimate interactive experience for a smaller audience? Virtuoso offers a dynamic touch screen, as easy to navigate as a tablet and large enough to deliver a presentation to your board of directors.



TOSHIBA

Virtuoso is a cost-effective interactive solution for high-use environments. Perfect for one-to-one or one-to-few interactions, Virtuoso allows you to inform, educate, entertain or influence all via the power of touch. Exceptional functionality allows users to explore, expand, mark up content, watch videos, play games and access information.

Each client is unique, and each project is the foundation for a long-term business relationship. The value we offer is content expertise, professional design, worry-free implementation and operation, a single point-of-accountability and technology maintenance. Toshiba's digital signage experts will collaborate with you to ensure you receive an impactful and cost-effective solution that will engage your target audience and achieve your business objectives.

Every client is unique, and each project is the foundation for a long-term business relationship. The value we offer you is content expertise, professional design, worry-free implementation and operation, a single point-of-accountability and technology maintenance. Toshiba's digital signage experts will collaborate with you to ensure you receive an impactful and cost-effective solution that will engage your target audience and achieve your business objectives.

BARCODE AND THERMAL PRINTING

Toshiba is one of the world's largest manufacturers of barcode solutions backed by an extensive technical support network. We support the entire life cycle of the product, from the design concept, manufacture, delivery and recycling. This in-house development provides us with the advantage of making sure our printers perform to our highest standards of expectation. Our wealth of experience delivers the performance you have come to expect and provides products with exceptional user benefits and Toshiba brand reliability.



POINT OF SALE (POS) SYSTEMS

Toshiba is the world's foremost integrated retail solutions provider with over 40 years of experience delivering Point of Sale (POS) hardware, software and retail store managed services to thousands of retail customers worldwide. Toshiba is the #1 POS vendor worldwide, are leading the market with 24.5% market share and 60% of the top 25 retailers globally have standardized on Toshiba platforms.

Serving over **120** countries with **25%** worldwide share of EPOS Hardware

Leader in technology with **8** worldwide development centers

40+ years of creating, selling, delivering and supporting retail technology





Operating in over 120 countries and over 3.5M POS systems currently installed, our software, solutions, and managed services organizations are designed to deploy, manage, and support highly customized solution for each retailer. Toshiba has thousands of POS customers worldwide.

Consumers utilize many touch points such as online at a retailer's Website, in-store kiosk, or even at traditional POS checkout lanes to interact and experience a retailer's brand. These interactions, and especially the consumer's experience of these transactions helps either drive more customers to the retailer or if it is a negative experience, send consumers to the retailer's competition. Finally, store operations efficiency and scalability are important to a retailer and as business needs change over time. Toshiba's retail systems provide that reliability and future proofing that retailers demand.

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
- b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
- c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
- d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
- e. Any additional agreements Offeror will require Participating Agencies to sign

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Toshiba has submitted our redacted electronic copy as required noting which sections are considered to be trade secret or proprietary and exempt from disclosure under the PIA. We have redacted References and Toshiba Account Team as release of information could result in a disadvantage to our future business.

November 14, 2019

Date

X 
Authorized Signature & Title

Michael Torcaso

Senior Vice President & CFO

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company
Toshiba America Business Solutions, Inc.
Sales Contact: Kirk Pierson
Director, Federal & Consortium Sales

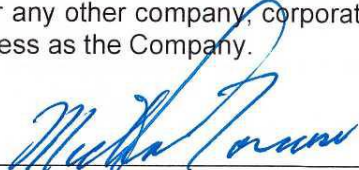
Address
25530 Commercentre Drive
Lake Forest, CA 92630

Phone 949-462-6330

E-Mail kirk.pierson@tabs.toshiba.com

Contact

**Official
Authorizing
Proposal**

X 
Signature
Michael Torcaso
Printed Name
Senior VP & Executive CFO
Position with Company

X 
Signature
Michael Torcaso
Printed Name
Senior VP & Executive CFO
Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: June 9, 2019

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Toshiba America Business Solutions, Inc.
Lake Forest, CA United States

Certificate Number:
2019-561315

Date Filed:
11/13/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 ESC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Solicitation #19-11
RFP for Copiers and Printers

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Toshiba TEC Corporation | Shinagawa-Ku Tokyo Japan | X | |
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| | | | | |

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Michael Torcaso, and my date of birth is 6-18-56.

My address is 25530 Commercentre Drive, Lake Forest, CA, 92630, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Orange County, State of CA, on the _____ day of _____, 20____.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Michael Torcaso, Senior VP & Executive CFO, as an authorized representative of

Toshiba America Business Solutions, Inc., a contractor engaged by

Insert Name of Company

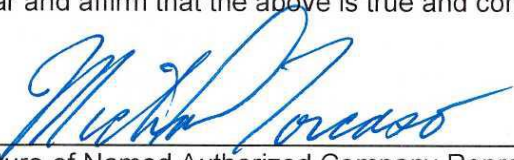
Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

X


Signature of Named Authorized Company Representative

Michael Torcaso

November 14, 2019

Date

- e. Any additional agreements Offeror will require Participating Agencies to sign

Please see submitted lease documentation in “Originals” Submitted under TAB 6 and also submitted electronically (**pdf File Name: Tab 6 Additional Required Documents**)



**Tab 6 Additional
Required Document**

Document Checklist

- 0 **Master Tax-Exempt Lease/Purchase Agreement** – Execute signature block on last page of the Agreement.
 - 0 **Addendum to Master Tax-Exempt Lease/Purchase Agreement** – If required by Lessor, this document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution. The attester will execute the signature block below the Lessee's signature block at the bottom right of the page. If computation is required, please submit a copy of the computation test with the addendum.
 - 0 **Property Schedule** – Execute signature block at the bottom of the page. This document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.
 - 0 **Property Description and Payment Schedule – Exhibit 1, Appendix A and Appendix B**– Execute the signature block at the bottom of each page.
 - 0 **Bank Qualification and Arbitrage Rebate – Exhibit 2** – Execute the signature block at the bottom of the page.
 - 0 **Certificate of Acceptance – Exhibit 3** – 1) if billing address is different than address shown on the Agreement, fill in billing information under # 4; 2) the date that all equipment is delivered, installed and accepted is the date that should be placed on the "ACCEPTANCE DATE" line; and 3) execute signature block at the bottom of the page.
 - 0 **Lessee's General and Incumbency Certificate – Exhibit 4** – The General Certificate must be signed by the person signing the Agreement. The Incumbency Certificate must be signed by an officer other than the person signing the Agreement.
 - 0 **Lessee's Counsel's Opinion – Exhibit 5** – If required by Lessor, this document will need to be executed by your attorney, dated, and placed on his/her letterhead.
 - 0 **Insurance Authorization and Verification** – To be filled out by Lessee and returned with the executed documents. 0
- Notification of Tax Treatment** – Please provide your State Sales/Use tax Exemption Certificate, if applicable.
- 0 **Form 8038-GC or G** – Blank form provided to Lessee. Please consult your local legal/bond counsel or tax consultant with questions.
 - 0 **Original Documents** – Lessor will require original documents, including original 8038 form, prior to funding.
 - 0 **Validation of Board Approval** – If required by Lessor, a copy of board minutes or board resolution should be provided showing approval of the contract.
 - 0 **Services and Supplies Rider** – If Lessee has requested that Lessor, as a convenience to Lessee, invoice Lessee for certain service and supply payments Lessee owes to Vendor, this document must be executed by Lessee in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.

Master Tax-Exempt Lease/Purchase Agreement

LESSOR:

FULL LEGAL NAME

STREET ADDRESS

1310 Madrid Street, Suite 101

CITY

Marshall

STATE

MN

ZIP

56258

LESSEE:

FULL LEGAL NAME

STREET ADDRESS

CITY

STATE

ZIP

ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits, appendices and schedules attached hereto.

"Code" is defined in Section 3.01(f).

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in such Property Schedule.

"Event of Default" is defined in Section 13.01.

"Lease Payments" means the Lease Payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Lease Payment Dates" means the Lease Payment dates for the Lease Payments as set forth in each Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Nonappropriation Event" is defined in Section 6.06.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Price" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"Renewal Terms" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"State" means the state where Lessee is located.

"Vendor" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

ARTICLE II

2.01 Property Schedules Separate Financings. Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Property Schedules unless an Event of Default or Nonappropriation Event has also occurred under such other Property Schedules.

ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 5.
- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.

- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
- (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- (h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

ARTICLE IV

4.01 Lease of Property. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 Lease Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Lease Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

ARTICLE V

5.01 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

ARTICLE VI

6.01 Lease Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 Payment of Lease Payments. Lessee shall promptly pay Lease Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

6.03 Interest Component. A portion of each Lease Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

6.04 Lease Payments to be Unconditional. SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.05 Continuation of Lease by Lessee. Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Lease Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Lease Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate at the end of the then current Original Term or Renewal Term. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.

6.06 Nonappropriation. If during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Property Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such Nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property

under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

6.07 Defeasance of Lease Payments. Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Lease Payments on said Property Schedule is not adversely affected.

6.08 Gross-Up. If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Lease Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Lessee shall pay to Lessor promptly following demand an amount sufficient to supplement prior Lease Payments on such Property Schedule so that Lessor receives the interest component of such Lease Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Lessor for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Lessor as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Lease Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Lessor, or (b) receipt by Lessor of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that there exists substantial doubt whether the interest component of Lease Payments on the Property Schedule is excludible for federal income tax purposes from the gross income of Lessor, in each case due to any action or failure to take action by Lessee. "Taxable Rate" means the interest rate at which the interest component of Lease Payments on a Property Schedule was originally calculated, divided by 0.79.

ARTICLE VII

7.01 Title to the Property. Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

7.02 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.03 Security Interest. To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

8.04 Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the applicable Property Schedule and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

9.01 Damage or Destruction. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Vendor's Warranties. Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Option to Purchase. Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Lease Payments due thereunder plus payment of One (1) Dollar to Lessor. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

11.02 Option to Prepay. Lessee shall have the option to prepay in whole the Lease Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or sub assignees by Lessor without the necessity of providing notice to or obtaining the consent of Lessee; provided that Lessee shall have no obligation to make payments to any assignee unless and until Lessee has received notice of the name, address and tax identification number of the assignee. The initial Lessor or its assignee(s) shall maintain a register of all assignees of each Property Schedule. To the extent permitted by applicable law, such assignees may include trust agents for the benefit of holders of certificates of participation. Lessee agrees that if Lessor sells, assigns or transfers a Property Schedule, Lessor's assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Lessor's obligations thereunder. **Lessee agrees that Lessor's assignee will not be subject to any claims, defenses, or offsets that Lessee may have against Lessor.** Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or grossly negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Lease Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys' fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property;
- (c) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;
- (d) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

Notwithstanding the foregoing, if the proceeds are insufficient to pay items (i) to (iii) in Section 13.02(b) in whole, Lessee shall remain obligated after application of proceeds to items (i) and (ii), to pay in whole the amounts for item (iii).

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses as specified on the first page of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

14.02 Arbitrage Certificates. Unless a separate Arbitrage Certificate is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

- (a) The estimated total costs, including taxes, freight, installation, and cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Lease Payments.
- (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Property Schedule.
- (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Property Schedule.
- (e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

14.03 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.04 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

14.05 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.06 Waiver of Jury Trials. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

14.07 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.08 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.09 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

14.10 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives.

Lessor

Lessee

Signature

Date

X

Signature

Date

Print Name

Title

Print Name

Title

X

Attest By Signature

Print Name

Title

Property Schedule No.

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No.** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of , between and .

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is the date that Lessor pays Vendor for the Property.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 and Appendix A. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1 and Appendix 2.
4. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 2.
5. Certificate of Acceptance. The form of Certificate of Acceptance is attached as Exhibit 3.
6. Lessee's General and Incumbency Certificate. The Lessee's General and Incumbency Certificate is attached as Exhibit 4.
7. Lessee's Counsel's Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Appendix B to Exhibit 1 and payment of all accrued and unpaid interest through the date of prepayment.
9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period").

Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use".

Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
10. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by .

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor

Signature

Date

Print Name

Title

Lessee

X

Signature

Date

Print Name

Title

X

Attest By Signature

Print Name

Title

Exhibit 1

APPLICATION NO.

Property Description and Payment Schedule

Re: **Property Schedule No.** to Master Tax-Exempt Lease/Purchase Agreement between and .

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in **Appendix A** incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION: .

USE: [Brief Description]. This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Amortization and Lease Payment Schedule

See attached **Appendix B** for Amortization and Lease Payment Schedule.

IN WITNESS WHEREOF, Lessee has caused this Property Description to be executed by their duly authorized representative.

Lessee

X

Signature _____

Print Name

Title

Appendix A

APPLICATION NO.

Property Description

VENDOR:

STREET ADDRESS

CITY

STATE

ZIP

PROPERTY DESCRIPTION

QUANTITY

DESCRIPTION

SERIAL NUMBER

PROPERTY LOCATION

[illegible]

LESSEE ACCEPTANCE

X

NAME OF LESSEE

SIGNATURE

TITLE

DATED

Appendix B

APPLICATION NO.

Amortization and Lease Payment Schedule

Term: months

Payment Structure:

Interest Rate: %

[IS SALES TAX BEING FINANCED? If so, add Beginning Balance includes \$ for sales tax.]

If the Lease Payment Dates are not defined in this Amortization and Lease Payment Schedule, the first Lease Payment shall be due 30 days after the Commencement Date and each subsequent Lease Payment shall be due monthly thereafter.

[INSERT LEASE PAYMENT AND AMORTIZATION SCHEDULE]

This Amortization and Lease Payment Schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

LESSEE ACCEPTANCE

NAME OF LESSEE

SIGNATURE

TITLE

DATED

Exhibit 2

APPLICATION NO.

Bank Qualification and Arbitrage Rebate

1310 Madrid Street
Marshall, MN 56258

Re: **Property Schedule No.** to Master Tax-Exempt Lease/Purchase Agreement between and .

[Consult tax counsel for applicable provisions]

Bank Qualified Tax-Exempt Obligation under Section

265 Check One:

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

_____. Not applicable.

Arbitrage Rebate

Eighteen Month Exception: Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

IN WITNESS WHEREOF, Lessee has caused this Bank Qualification and Arbitrage Rebate to be executed by their duly authorized representative.

Lessee

Signature

Print Name

Title

Exhibit 3

APPLICATION NO.

Certificate of Acceptance

1310 Madrid Street
Marshall, MN 56258

Re: **Property Schedule No.** to Master Tax-Exempt Lease/Purchase Agreement between and .

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, ("Lessor"), as follows:

1. The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
2. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
3. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.
4. Billing Address. If billing address differs from the address listed on the Master Tax Exempt Lease/Purchase Agreement please list below:

| | | | |
|----------------|------|-------|-----|
| BILLING NAME | | | |
| STREET ADDRESS | CITY | STATE | ZIP |

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date

Lessee

X

Signature

Print Name

Title

Exhibit 4

APPLICATION NO.

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No.** to Master Tax-Exempt Lease/Purchase Agreement between and ("Lessee").

The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") (collectively, the "Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.
4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X

Lessee

Signature of Person to Sign Agreement

Print Title of Person to Sign Agreement

Print Name of Person to Sign Agreement

Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: **Property Schedule No.** to Master Tax-Exempt Lease/Purchase Agreement between and ("Lessee").

The undersigned, being the duly elected, qualified and acting Secretary, Clerk or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above), as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

| NAME OF PERSON SIGNING AGREEMENT | TITLE OF PERSON SIGNING AGREEMENT | SIGNATURE OF PERSON SIGNING AGREEMENT |
|-------------------------------------|---|--|
| | | |

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X

Signature of Secretary, Clerk or other duly authorized official or signatory of Lessee (Cannot be same as Person Signing Agreement)

Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate

Print Date that Above Person Signed this Certificate

Insurance Authorization and Verification

Re: Property Schedule No. _____ to Master Tax Exempt Lease/Purchase Agreement between _____ and _____.

Lessor:1310 Madrid Street, Ste. 101
Marshall, MN 56258**Lessee:**

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

LESSOR, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$ _____, with deductibles no more than \$10,000.00.

**Lessee: Please execute this form and return with your document package.* Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact _____ at _____.

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the

| | | | |
|----------------|-----|---------------|-----------|
| NAME OF AGENCY | | NAME OF AGENT | |
| STREET ADDRESS | | CITY | STATE ZIP |
| PHONE | FAX | E-MAIL | |

X

policy and subsequent renewals to reflect the required coverage as outlined above.

LESSEE ACCEPTANCE

NAME OF LESSEE

SIGNATURE

TITLE

DATED

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 866-405-8329. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

AGENT ACCEPTANCE**X**

NAME OF AGENCY

SIGNATURE

PRINT NAME

DATED

Insurable Value: \$

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.:

ASAP

Exhibit 5

APPLICATION NO. _____

Lessee's Counsel's Opinion (Texas)

[To be provided on letterhead of Lessee's counsel.]

RE: Property Schedule No. _____ to Master Tax-Exempt Lease/Purchase Agreement between _____ and _____.

Ladies and Gentlemen:

We have acted as special counsel to _____ ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of [INSERT DATE ON CONTRACT] (the "Master Agreement"), between _____, as Lessee, and _____, as lessor ("Lessor"), and the execution of Property Schedule No. _____ (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee have been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.
7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.
9. Texas Government Code Section 2252.908 and Texas Administrative Code Chapter 46 have been complied with by either filing of the required "disclosure of interested parties" to the Texas State Ethics Commission and the Lessee or due to the Property Schedule being less than \$1,000,000 in value and the following applying: (a) the governing body of Lessee has legal authority to delegate to its staff the authority to execute the Property Schedule; (b) the governing body of the Lessee has delegated to its staff the authority to execute the Property Schedule; and (c) the governing body of the Lessee did not participate in the selection of the business entity with which the Property Schedule is entered into.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

Name: _____

Dated: _____

Title: _____

Master Tax-Exempt Lease/Purchase Agreement

AGREEMENT NO.

Addendum (Texas)

THIS ADDENDUM, which is entered into as of _____ between _____ ("Lessor") and _____ ("Lessee"), is intended to modify and supplement the Master Tax-Exempt Lease/Purchase Agreement, dated as of _____, between Lessor and Lessee (the "Master Agreement"), and is intended to modify and supplement Property Schedule No. _____ (the "Property Schedule") to the Master Agreement of even date herewith. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. The Master Agreement is amended to delete Section 6.05.
2. Lessor and Lessee agree that lease participation certificates in any Property Schedule shall not be issued without the approval of the Texas Attorney General.
3. Lessee represents and warrants pursuant to Texas Government Code Section 2252.908 and Texas Administrative Code Chapter 46 the following (select one of the applicable):

Lessee has received the required "disclosure of interested parties" from Lessor that was submitted by Lessor to the Texas State Ethics Commission.

The Property Schedule is for less than \$1,000,000 and a Lessee's Counsel's Opinion has been provided to us confirming the following applies: (a) the governing body of Lessee has legal authority to delegate to its staff the authority to execute the Property Schedule; (b) the governing body of the Lessee has delegated to its staff the authority to execute the Property Schedule; and (c) the governing body of the Lessee did not participate in the selection of the business entity with which the Property Schedule is entered into.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor

Signature

Print Name

Title

Lessee

X

Signature

Title

Date

X

Attest By Signature

Print Name

Title

| | | |
|--|---|------------------|
| <div>Region 4 ESC & National IPA Members</div> <div>MEMBER NUMBER: _____</div> | MASTER LEASE WITH MAINTENANCE AGREEMENT | |
| | <div>TOSHIBA</div> | |
| | APPLICATION NUMBER | AGREEMENT NUMBER |

The words **you** and **your**, refer to the **Customer**. The words **Lessor, we, us, and our**, refer to **Toshiba America Business Solutions, Inc.** The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Master Lease With Maintenance Agreement (this "Agreement"). Hereinafter, reference to either a "Schedule" and/or a "Supplement" shall mean any lease schedule or supplement signed by you and us which incorporates the terms of this Agreement.

| | | |
|------------------------------|--------------------|--------------|
| CUSTOMER CONTACT INFORMATION | | |
| Legal Company Name: | Fed. Tax ID#: | |
| Contact Person: | Bill-To Phone: | Bill-To Fax: |
| Billing Address: | City, State - Zip: | |

| | |
|---------------|-----------|
| TABS LOCATION | |
| Contact Name: | Location: |

| |
|--|
| TERMS AND CONDITIONS (Terms Continued on Page 2) |
| <p>1. Lease Agreement: You agree to lease the equipment described under the "ITEM DESCRIPTION" of any Master Lease Agreement With Maintenance Schedule (collectively the "Equipment") that incorporates this Agreement by reference. A Master Lease Agreement With Maintenance Schedule to this Agreement ("Schedule" and/or "Lease") shall incorporate this Agreement by reference by listing the Agreement Number set forth above on the Schedule. Each Schedule that incorporates this Agreement shall be governed by the terms and conditions of this Agreement, as well as the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute an agreement separate and distinct from this Agreement and any other Schedule and shall continue for the full term stated therein ("Term"). In the event of a conflict between the provisions of this Agreement and a Schedule, the provisions of the Schedule shall govern but only with respect to that Schedule. The termination of this Agreement will not affect any Schedules executed before the effective date of such termination. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on attached Schedule to this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. 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 assignees or third parties having an economic interest in this Agreement or the Equipment.</p> <p>2. Lease Commencement: This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on attached Schedule to this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).</p> <p>3. Image Charges: Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on attached Schedule to this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on attached Schedule to this Agreement) for each metered image that exceeds the applicable Images Included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.</p> <p>4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. 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. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.</p> |

THIS AGREEMENT AND EACH SCHEDULE IS NONCANCELABLE / IRREVOCABLE AND CANNOT BE CANCELLED OR TERMINATED.

| | | | |
|--|------------|--------|-------|
| LESSOR ACCEPTANCE | | | |
| Toshiba America Business Solutions, Inc. | Signature: | Title: | Date: |

| | | | |
|--|---------------------|--------|-------|
| CUSTOMER ACCEPTANCE | | | |
| <p>You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.</p> | | | |
| Name: | Signature: X | Title: | Date: |

TERMS AND CONDITIONS (Terms Continued from Page 1)

- 5. Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
- 6. Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
- 7. Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
- 8. Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
- 9. Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
- 10. Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
- 11. Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement we reserve the right to do either of the following (but have no obligation to do any of the following two options): (A) we have the right to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be canceled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (B) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- 12. Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- 13. Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
- 14. Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
- 15. Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 4% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay all of our costs of enforcing our rights and remedies, including, but not limited to all costs of collection (including outside collection agency fees) reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
- 16. Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
- 17. Automatic Renewal:** Except as set forth in Section 16, after the expiration of the Term, each Lease will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- 18. Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, if any, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- 19. Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
- 20. Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
- 21. Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- 22. Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
- 23. Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
- 24. Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. 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. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. 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.
- 25. Maintenance and Supplies Agreement ("MSA") with TABS:**
 - a) TABS agrees to provide full service maintenance including toner, developer and parts necessary to produce an image. TABS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If, upon your request, service is provided at a time other than during TABS's normal business hours, you will be charged at TABS's customary rates. TABS will not be obligated to provide service for repairs made necessary as a result of service by personnel not authorized by TABS or the use of supplies other than those provided by TABS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
 - b) Except as provided below, TABS will replace parts necessary to produce an image, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, not, vandalism, lightning, electrical power failure, fire, water, or other casualty.
 - c) If you are in default under the MSA, TABS has the right to deny performing any service and/or supplying any products.
 - d) Under the MSA, TABS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
 - e) Title to all supplies furnished hereunder including toner and toner bags remains with TABS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other Equipment not covered by this Agreement. You must purchase paper and staples separately.
 - f) Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

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| <div>Region 4 ESC & National IPA Members</div> <div>MEMBER NUMBER:</div> | MASTER LEASE WITH MAINTENANCE AGREEMENT SCHEDULE | | |
| | TOSHIBA | | |
| | SCHEDULE NUMBER | APPLICATION NUMBER | AGREEMENT NUMBER |

| | | |
|---|--------------------|--------------|
| CUSTOMER - BILLING CONTACT INFORMATION (separate lease schedules must be completed for each billing location) | | |
| Legal Company Name: | Fed. Tax ID#: | |
| Contact Person: | Bill-To Phone: | Bill-To Fax: |
| Department Name: | Billing Address: | |
| Building/Room/Suite: | City, State - Zip: | |

| | | |
|---|--------------------|------|
| CUSTOMER - INSTALLATION LOCATION (separate lease schedules must be completed for each location) | | |
| Legal Company Name: | | |
| Contact Person: | Phone: | Fax: |
| Department Name: | Address: | |
| Building/Room/Suite: | City, State - Zip: | |

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|---------------|-----------|
| TABS LOCATION | |
| Contact Name: | Location: |

| EQUIPMENT DESCRIPTION | | | |
|-----------------------|-----------|------------|----------------|
| ITEM DESCRIPTION | MODEL NO. | SERIAL NO. | STARTING METER |
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| <input type="checkbox"/> See attached form (Schedule "A") for Additional Equipment | <input type="checkbox"/> See attached form (Billing Schedule) for Additional Equipment/Payment Schedule |
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|---|------------------------------|---|--|
| LEASE TERM & PAYMENT SCHEDULE | | | |
| Number of Payments: | of \$ | * Security Deposit**: \$ | <input type="checkbox"/> Received *plus applicable taxes |
| Payments includes: | B&W Images per Month | Excess Images at: \$ | * per B&W Image |
| Payments includes: | Color Images per Month | Excess Images at: \$ | * per Color Image |
| Payments includes: | Scan Images per Month | Excess Images at: \$ | * per Scan Image |
| Payments includes: | B&W Print Images per Month | Excess Images at: \$ | * per B&W Print Image |
| Payments includes: | Color Print Images per Month | Excess Images at: \$ | * per Color Print Image |
| Origination Fee: Up to \$99.00 (included in First Invoice) | | Excess Images billed: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly | |
| Billing Preference: <input type="checkbox"/> Each unit invoiced separately (include at billing locations on Information Schedule) <input type="checkbox"/> All units on one <input type="checkbox"/> All units added to current | | | |
| <small>** Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.</small> | | | |

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| THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER LEASE WITH MAINTENANCE AGREEMENT IDENTIFIED ABOVE. | | | |
| LESSOR ACCEPTANCE | | | |
| Toshiba America Business Solutions, Inc. | Signature: | Title: | Date: |

| | | | |
|--|--------------|--------|-------|
| CUSTOMER ACCEPTANCE | | | |
| This is a Master Schedule to the above-referenced Master Agreement between Lessor and Customer, all the terms and conditions of which are incorporated herein by reference. Upon the execution of this Master Schedule, Customer hereby agrees to lease from Lessor the Equipment described above. By signing below, Customer certifies that it has reviewed and does agree to all terms and conditions of the Master Agreement. | | | |
| Name: | Signature: X | Title: | Date: |

| | | |
|--|--|------------------|
| Region 4 ESC & National IPA Members MEMBER NUMBER: _____ | MASTER FMV LEASE AGREEMENT | |
| | <div style="text-align: right; font-size: 2em; color: red; font-weight: bold;">TOSHIBA</div> | |
| | APPLICATION NUMBER | AGREEMENT NUMBER |

The words **you** and **your**, refer to the **Customer**. The words **Lessor, we, us, and our**, refer to **Toshiba America Business Solutions, Inc.** The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Master FMV Lease Agreement (this "Agreement"). Hereinafter, reference to either a "Schedule" and/or "Supplement" shall mean any lease schedule or supplement signed by you and us which incorporates the terms of this Agreement.

| CUSTOMER CONTACT INFORMATION | | |
|------------------------------|--------------------|--------------|
| Legal Company Name: | Fed. Tax ID#: | |
| Contact Person: | Bill-To Phone: | Bill-To Fax: |
| Billing Address: | City, State - Zip: | |

| TABS LOCATION | |
|---------------|-----------|
| Contact Name: | Location: |

| TERMS AND CONDITIONS (Terms Continued on Page 2) |
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- Lease Agreement:** You agree to lease the equipment described under the "ITEM DESCRIPTION" of any Master FMV Lease Agreement Schedule (collectively the "Equipment") that incorporates this Agreement by reference. A Master Lease Agreement Schedule to this Agreement ("Schedule" and/or "Lease") shall incorporate this Agreement by reference by listing the Agreement Number set forth above on the Schedule. Each Schedule that incorporates this Agreement shall be governed by the terms and conditions of this Agreement, as well as the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute an agreement separate and distinct from this Agreement and any other Schedule and shall continue for the full term stated therein ("Term"). In the event of a conflict between the provisions of this Agreement and a Schedule, the provisions of the Schedule shall govern but only with respect to that Schedule. The termination of this Agreement will not affect any Schedules executed before the effective date of such termination. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on attached Schedule to this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. 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 assignees or third parties having an economic interest in this Agreement or the Equipment.
- Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on attached Schedule to this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly lease payment, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
- Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
- WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. 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. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
- Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
- Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.

THIS AGREEMENT AND EACH SCHEDULE IS NONCANCELABLE / IRREVOCABLE AND CANNOT BE CANCELLED OR TERMINATED.

| LESSOR ACCEPTANCE | | | |
|--|------------|--------|-------|
| Toshiba America Business Solutions, Inc. | Signature: | Title: | Date: |

| CUSTOMER ACCEPTANCE | | | |
|--|---------------------|--------|-------|
| <p>You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.</p> | | | |
| Name: | Signature: X | Title: | Date: |

- 7. Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
- 8. Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
- 9. Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
- 10. Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
- 11. Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement we reserve the right to do either of the following (but have no obligation to do any of the following two options: (A) we have the right to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (B) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- 12. Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- 13. Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
- 14. Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
- 15. Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay all of our costs of enforcing our rights and remedies, including, but not limited to all costs of collection (including outside collection agency fees), reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
- 16. Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
- 17. Automatic Renewal:** Except as set forth in Section 16, after the expiration of the Term, each Lease will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- 18. Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, if any, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- 19. Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
- 20. Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
- 21. Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- 22. Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
- 23. Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. 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. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. 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.

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| Region 4 ESC & National IPA Members MEMBER NUMBER: _____ | MASTER FMV LEASE SCHEDULE | | |
| | TOSHIBA | | |
| | SCHEDULE NUMBER | APPLICATION NUMBER | AGREEMENT NUMBER |
| | | | |

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| CUSTOMER - BILLING CONTACT INFORMATION (separate lease schedules must be completed for each billing location) | | | |
| Legal Company Name: | | Fed. Tax ID#: | |
| Contact Person: | Bill-To Phone: | Bill-To Fax: | |
| Department Name: | Billing Address: | | |
| Building/Room/Suite: | City, State - Zip: | | |

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| CUSTOMER - INSTALLATION LOCATION (separate lease schedules must be completed for each location) | | | |
| Legal Company Name: | | | |
| Contact Person: | Phone: | Fax: | |
| Department Name: | Address: | | |
| Building/Room/Suite: | City, State - Zip: | | |

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|----------------------|-----------|
| TABS LOCATION | |
| Contact Name: | Location: |

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| EQUIPMENT DESCRIPTION | | |
| ITEM DESCRIPTION | MODEL NO. | SERIAL NO. |
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| <input type="checkbox"/> See attached form (Schedule "A") for Additional Equipment | | |

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| LEASE TERM & PAYMENT SCHEDULE | | |
| Number of Payments: _____ of \$ _____ (plus, applicable taxes) | Lease payment period is monthly unless otherwise indicated. End-of-Lease Options: You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value per section 16. 2. Renew the Agreement per section 17. - 3. Return Equipment. | |
| Security Deposit: \$ _____ <input type="checkbox"/> Received | | |
| Origination Fee: Up to \$99.00 (included in First Invoice) | | |
| Billing Preference: <input type="checkbox"/> Each unit invoiced separately (include at billing locations on Information Schedule) <input type="checkbox"/> All units on one <input type="checkbox"/> All units added to current | | |

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| THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER FMV LEASE AGREEMENT IDENTIFIED ABOVE. | | | |
| LESSOR ACCEPTANCE | | | |
| Toshiba America Business Solutions, Inc. | Signature: _____ | Title: _____ | Date: _____ |

| | | | |
|--|---------------------------|--------------|-------------|
| CUSTOMER ACCEPTANCE | | | |
| This is a Master Schedule to the above-referenced Master Agreement between Lessor and Customer, all the terms and conditions of which are incorporated herein by reference. Upon the execution of this Master Schedule, Customer hereby agrees to lease from Lessor the Equipment described above. By signing below, Customer certifies that it has reviewed and does agree to all terms and conditions of the Master Agreement. | | | |
| Name: _____ | Signature: X _____ | Title: _____ | Date: _____ |

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|--|----------------------------------|------------------|
| <div>Region 4 ESC & National IPA Members</div> <div>MEMBER NUMBER: _____</div> | LEASE WITH MAINTENANCE AGREEMENT | |
| | <div>TOSHIBA</div> | |
| | APPLICATION NUMBER | AGREEMENT NUMBER |

The words **you** and **your**, refer to the **Customer**. The words **Lessor, we, us, and our**, refer to **Toshiba America Business Solutions, Inc.** The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Lease with Maintenance Agreement (this "Agreement"). Hereinafter, reference to either a "Schedule" and/or "Supplement" shall mean any lease schedule or supplement signed by you and us which incorporates the terms of the Agreement.

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| CUSTOMER CONTACT INFORMATION | | |
| Legal Company Name: | Fed. Tax ID#: | |
| Contact Person: | Bill-To Phone: | Bill-To Fax: |
| Billing Address: | City, State - Zip: | |
| Equipment Location: (if different than above) | City, State - Zip: | |
| TABS LOCATION | | |
| Contact Name: | Location: | |

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| EQUIPMENT WITH CONSOLIDATED MINIMUMS | | | |
| ITEM DESCRIPTION | MODEL NO. | SERIAL NO. | STARTING METER |
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| <input type="checkbox"/> See attached form (Schedule "A") for Additional Equipment <input type="checkbox"/> See attached form (Billing Schedule) for Additional Equipment/Payment Schedule | | | |

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|---|------------------------------|---|-------------------------|---|
| LEASE TERM & PAYMENT SCHEDULE | | | | |
| Number of Payments: | of \$ | * | Security Deposit**: | \$ <input type="checkbox"/> Received <i>*plus applicable taxes</i> |
| Payments includes: | B&W Images per Month | Excess Images at: \$ | * per B&W Image | <div>Lease payment period is monthly unless otherwise indicated.</div> <div>End-of-Lease Options:</div> <div>You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing.</div> <div>1. Purchase the Equipment at Fair Market Value per section 16.</div> <div>2. Renew the Agreement per section 17.</div> <div>3. Return Equipment.</div> |
| Payments includes: | Color Images per Month | Excess Images at: \$ | * per Color Image | |
| Payments includes: | Scan Images per Month | Excess Images at: \$ | * per Scan Image | |
| Payments includes: | B&W Print Images per Month | Excess Images at: \$ | * per B&W Print Image | |
| Payments includes: | Color Print Images per Month | Excess Images at: \$ | * per Color Print Image | |
| Origination Fee: Up to \$99.00 (included in First Invoice) | | Excess Images billed: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly | | |
| <div>** Security Deposit: The security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.</div> | | | | |

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

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| LESSOR ACCEPTANCE | | | |
| Toshiba America Business Solutions, Inc. | Signature: | Title: | Date: |
| CUSTOMER ACCEPTANCE | | | |
| <div>You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.</div> | | | |
| Name: | Signature: X | Title: | Date: |

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. 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 assignees or third parties having an economic interest in this Agreement or the Equipment.
2. **Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
3. **Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable Images Included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. 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. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
5. **Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
8. **Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
11. **Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement we reserve the right to do either of the following (but have no obligation to do any of the following two options): (A) we have the right to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (B) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section:
12. **Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay all of our costs of enforcing our rights and remedies, including, but not limited to, all costs of collection (including outside collection agency fees), our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
17. **Automatic Renewal:** Except as set forth in Section 16, after the expiration of the Term, each Lease will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, if any, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
23. **Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
24. **Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. 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. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. 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.
25. **Maintenance and Supplies Agreement ("MSA") with TABS:**
 - a) TABS agrees to provide full service maintenance including toner, developer and parts necessary to produce an image. TABS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If, upon your request, service is provided at a time other than during TABS's normal business hours, you will be charged at TABS's customary rates. TABS will not be obligated to provide service for repairs made necessary as a result of service by personnel not authorized by TABS or the use of supplies other than those provided by TABS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
 - b) Except as provided below, TABS will replace parts necessary to produce an image, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
 - c) If you are in default under the MSA, TABS has the right to deny performing any service and/or supplying any products.
 - d) Under the MSA, TABS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
 - e) Title to all supplies furnished hereunder including toner and toner bags remains with TABS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other Equipment not covered by this Agreement. You must purchase paper and staples separately.
 - f) Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

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| <div>Region 4 ESC & National IPA Members</div> <div>MEMBER NUMBER: _____</div> | LEASE WITH MAINTENANCE SUPPLEMENT | | |
| | TOSHIBA | | |
| | SUPPLEMENT NUMBER | APPLICATION NUMBER | AGREEMENT NUMBER |
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| CUSTOMER CONTACT INFORMATION | | | |
| Legal Company Name: | | Fed. Tax ID#: | |
| Contact Person: | Bill-To Phone: | Bill-To Fax: | |
| Billing Address: | City, State - Zip: | | |
| Equipment Location: (if different than above) | City, State - Zip: | | |
| TABS LOCATION | | | |
| Contact Name: | Location: | | |
| EQUIPMENT DESCRIPTION | | | |
| ITEM DESCRIPTION | MODEL NO. | SERIAL NO. | STARTING METER |
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| <input type="checkbox"/> See attached form (Schedule "A") for Additional Equipment <input type="checkbox"/> See attached form (Billing Schedule) for Additional Equipment/Payment Schedule | | | |
| EQUIPMENT REMOVED FROM ABOVE-REFERENCED AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE | | | |
| ITEM DESCRIPTION | MODEL NO. | SERIAL NO. | ENDING METER |
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| TERM (Complete One Term Option) | | | |
| Mos. Standalone – Term applies to this Supplement only. | | | |
| Mos. Coterminous – The end of term of this Supplement shall coincide with the end of term set forth in the above-referenced Agreement and/or previous supplement(s), as applicable. | | | |
| PAYMENT (Complete One Payment Option) (Note: The lease contract payment period is monthly unless otherwise indicated.) | | | |
| Payment Amount*: \$ | (amounts due under this Supplement only). | *plus applicable taxes | Origination Fee: Up to \$99.00 |
| Consolidated Payment Amount*: \$ (amounts due under this Supplement, the above-referenced Agreement, and/or previous supplement(s), as applicable). | | | |
| ALLOWANCES & EXCESS IMAGES (Select One Option) (Note: If no box is checked, then Allowances and Excess Images shall apply to the Equipment on this Supplement only.) | | | |
| <input type="checkbox"/> Amounts apply to the Equipment on this Supplement only. | B&W Images Included | Excess B&W Images billed at*: \$ | |
| <input type="checkbox"/> Amounts apply to the Equipment on this Supplement, together with the Equipment listed on the above-referenced Agreement and/or previous supplement(s), as applicable. | Color Images Included | Excess Color Images billed at*: \$ | |
| | Scan Images Included | Excess Scan Images billed at*: \$ | |
| Excess Images billed: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly | B&W Print Images Included | Excess B&W Print Images billed at*: \$ | |
| | Color Print Images Included | Excess Color Print Images billed at*: \$ | |
| LESSOR ACCEPTANCE | | | |
| Toshiba America Business Solutions, Inc. | Signature: | Title: | Date: |
| CUSTOMER ACCEPTANCE | | | |
| This is a Supplement to the above-referenced Agreement between Lessor and Customer, all the terms and conditions of which are incorporated herein by reference. Upon the execution of this Supplement, Customer hereby agrees to lease from Lessor the Equipment described above. By signing below, Customer certifies that it has reviewed and does agree to all terms and conditions of the Agreement and this Supplement. The Equipment and terms of this Supplement are in addition to the Equipment and terms stated in the Agreement. In the event there is a conflict between the terms of the Agreement and the terms of this Supplement, the terms of this Supplement shall prevail. | | | |
| Name: | Signature: X | Title: | Date: |

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| <div>Region 4 ESC & National IPA Members</div> <div>MEMBER NUMBER: _____</div> | FMV LEASE AGREEMENT | |
| | <div>TOSHIBA</div> | |
| | APPLICATION NUMBER | AGREEMENT NUMBER |

The words **you** and **your**, refer to the **Customer**. The words **Lessor, we, us, and our**, refer to **Toshiba America Business Solutions, Inc.** The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this FMV Lease Agreement (this "Agreement"). Hereinafter, reference to either a "Schedule" and/or "Supplement" shall mean any lease schedule or supplement signed by you and us which incorporates the terms of this Agreement.

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| CUSTOMER CONTACT INFORMATION | | |
| Legal Company Name: | Fed. Tax ID#: | |
| Contact Person: | Bill-To Phone: | Bill-To Fax: |
| Billing Address: | City, State - Zip: | |
| Equipment Location: (if different than above) | City, State - Zip: | |

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| TABS LOCATION | |
| Contact Name: | Location: |

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| EQUIPMENT DESCRIPTION | | |
| ITEM DESCRIPTION | MODEL NO. | SERIAL NO. |
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| <input type="checkbox"/> See attached form (Schedule "A") for Additional Equipment | | |

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| LEASE TERM & PAYMENT SCHEDULE | | Lease payment period is monthly unless otherwise indicated. End-of-Lease Options: You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value per section 16. 2. Renew the Agreement per section 17. - 3. Return Equipment. |
| Number of Payments: _____ of \$ _____ (plus, applicable taxes) | | |
| Security Deposit: \$ _____ <input type="checkbox"/> Received | | |
| Origination Fee: Up to \$99.00 (included in First Invoice) | | |

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

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| LESSOR ACCEPTANCE | | | |
| Toshiba America Business Solutions, Inc. | Signature: _____ | Title: _____ | Date: _____ |

| | | | |
|--|---------------------------|--------------|-------------|
| CUSTOMER ACCEPTANCE | | | |
| <p>You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.</p> | | | |
| Name: _____ | Signature: X _____ | Title: _____ | Date: _____ |

TERMS AND CONDITIONS

- 1. Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. 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 assignees or third parties having an economic interest in this Agreement or the Equipment.
- 2. Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly lease payment, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
- 3. Security Deposit:** The security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
- 4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. 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. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
- 5. Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
- 6. Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
- 7. Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
- 8. Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
- 9. Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
- 10. Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
- 11. Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement we reserve the right to do either of the following (but have no obligation to do any of the following two options): (A) we have the right to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (B) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- 12. Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- 13. Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
- 14. Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
- 15. Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay all of our costs of enforcing our rights and remedies, including, but not limited to, all costs of collection (including outside collection agency fees), our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
- 16. Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
- 17. Automatic Renewal:** Except as set forth in Section 16, after the expiration of the Term, each Lease will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- 18. Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, if any, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- 19. Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
- 20. Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
- 21. Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- 22. Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
- 23. Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to you or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. 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. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. 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.

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| <div>Region 4 ESC & National IPA Members</div> <div>MEMBER NUMBER: _____</div> | FMV LEASE SUPPLEMENT | | |
| | <div>TOSHIBA</div> | | |
| | SUPPLEMENT NUMBER | APPLICATION NUMBER | AGREEMENT NUMBER |
| | | | |
| CUSTOMER CONTACT INFORMATION | | | |
| Legal Company Name: | | Fed. Tax ID#: | |
| Contact Person: | Bill-To Phone: | Bill-To Fax: | |
| Billing Address: | City, State - Zip: | | |
| Equipment Location: (if different than above) | City, State - Zip: | | |
| TABS LOCATION | | | |
| Contact Name: | Location: | | |
| EQUIPMENT DESCRIPTION | | | |
| ITEM DESCRIPTION | MODEL NO. | SERIAL NO. | |
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| <input type="checkbox"/> See attached form (Schedule "A") for Additional Equipment | | | |
| EQUIPMENT REMOVED FROM ABOVE-REFERENCED AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE | | | |
| ITEM DESCRIPTION | MODEL NO. | SERIAL NO. | |
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| TERM (Complete One Term Option) | | | |
| Mos. Standalone – Term applies to this Supplement only. | | | |
| Mos. Coterminous – The end of term of this Supplement shall coincide with the end of term set forth in the above-referenced Agreement and/or previous supplement(s), as applicable. | | | |
| PAYMENT (Note: The lease contract payment period is monthly unless otherwise indicated.) | | | |
| Payment Amount*: \$ | | (amounts due under this Supplement only). | *plus applicable taxes Origination Fee: Up to \$99.00 |
| LESSOR ACCEPTANCE | | | |
| Toshiba America Business Solutions, Inc. | Signature: | Title: | Date: |
| CUSTOMER ACCEPTANCE | | | |
| This is a Supplement to the above-referenced Agreement between Lessor and Customer, all the terms and conditions of which are incorporated herein by reference. Upon the execution of this Supplement, Customer hereby agrees to lease from Lessor the Equipment described above. By signing below, Customer certifies that it has reviewed and does agree to all terms and conditions of the Agreement and this Supplement. The Equipment and terms of this Supplement are in addition to the Equipment and terms stated in the Agreement. In the event there is a conflict between the terms of the Agreement and the terms of this Supplement, the terms of this Supplement shall prevail. | | | |
| Name: | Signature: X | Title: | Date: |

**Region 4 ESC &
National IPA Members**

MEMBER NUMBER: _____

STATE AND LOCAL GOVERNMENT ADDENDUM

TOSHIBA

AGREEMENT NUMBER

Addendum to Agreement # _____, dated _____, between _____, as Customer and **Toshiba America Business Solutions, Inc.**, as Lessor. The words **you** and **your** refer to **Customer**. The words **we**, **us** and **our** refer to **Lessor**.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

| LESSOR ACCEPTANCE | | | |
|--|------------|--------|-------|
| Toshiba America Business Solutions, Inc. | Signature: | Title: | Date: |

| CUSTOMER ACCEPTANCE | | | |
|---------------------|---------------------|--------|-------|
| Name: | Signature: X | Title: | Date: |

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Tab 7 – Additional Agreements

Please see submitted **Master Print Services Agreement “MPSA”** in “Originals” Submitted under TAB 7 and also submitted electronically (**pdf File Name: Tab 7 Additional Agreements**)



**Tab 7 Additional
Agreements.pdf**

MASTER PRINT SERVICES AGREEMENT
("MPSA or Agreement")

This Managed Print Services Agreement, dated as of the earlier of _____ or the last party to sign below is entered into by and between Toshiba America Business Solutions, Inc. (hereinafter called "Toshiba"), a California corporation, with a place of business at 25530 Commercentre Drive, Lake Forest, CA 92630, a California and _____, a _____ corporation, with a place of business at _____ (hereinafter called "Customer"). Toshiba and Customer hereinafter collectively shall be referred to as the "Parties" and singularly as a "Party").

The following terms shall have the meanings ascribed to them in the Agreement and Attachments:

"*Attachment*" means any Attachments (including any schedules or exhibits, alone or attached thereto and other Attachments) appended to this Agreement. Each Attachment identified below is incorporated into this Agreement as if fully set forth herein. As of the Effective Date, the Attachments are as follows:

- Attachment 1 - Service Level Agreement for New Toshiba Products
Schedule A – Total Quality Commitment Program
- Attachment 2 - Managed Print Services Statement of Work
- Attachment 3- Pricing Terms and Billing Program
- Attachment 4 - MPSA Order Form and Schedules
- Attachment 5 - Toshiba Finance Agreements

"*Consultative Services*" means a process whereby Toshiba shall evaluate the current inventory of copiers, printers, MFDs and facsimile models in use at a given Customer location, recommend the optimal and most cost-effective inventory of copiers, printers, MFDs and facsimile models for that location and all similarly situated locations, and implement a recommended *Document Output Management Plan*.

"*Cost-Per-Impression*" means a Services price that includes Supplies and is structured as an impression charge for single-sided page of output no greater than 8.5" x 14" (legal-size) produced on the MFD and which causes the MFD Product to increment by one. By way of example, a single 11 x 17" page, or a duplexed (double-sided) page of 8.5" x 11" or 8.5" x 14" would each be equivalent to two (2) impressions.

"*Document Output Management Plan*" a plan that is adopted and derived from the Consultative Services whereby Toshiba evaluated and recommended the optimal and most cost-effective inventory of copiers, printers, MFDs and facsimile models at Customer locations, which may implement, in tandem with one another, at different intervals, in part or in whole, retirement of certain Existing Equipment, installation of new Product, and retention of Existing Equipment in order to maximize cost efficiencies

"*Effective Date*" means the date this Agreement is effective.

"*Existing Equipment*" means equipment that is meterable and which is in Customer's current inventory of printers existing at Customer locations as of the Effective Date and as identified in the MPSA Order and MPSA Schedule and authorized for the Managed Print Services Statement of Work.

"*MPSA Order*" means an order placed by Customer to Toshiba for the purchase or lease of Product, Services and/or Supplies pursuant to this Agreement and in accordance with the procedures set forth in Attachment 4 hereunder.

"*Managed Print Services Statement of Work*" means a detailed description of the deliverables, tasks and services required to manage Customer's Meterable Printers and new Toshiba provided printers as set forth in Attachment 2.

"*Meterable Printers*" are defined as laser printers whose total count meters (including individual color and monochrome meters) can be obtained electronically by use of electronic means approved by Toshiba and Customer.

"*Product Price*" shall mean Toshiba's sale price to Customer for Toshiba brand product as set forth in Attachment 3 Billing Program.

"*Product*" shall mean any Toshiba-branded multi-function product ("MFD") or other non-Toshiba new copier, facsimile machine, printer, including firmware and software, including all updates, upgrades, new versions and new releases thereof, required to meet all published functional specifications for Toshiba equipment and accessories offered by Toshiba.

“Services” means the following activities associated with Product: labor, travel, and maintenance necessary to repair Product, on-going remedial maintenance services, installation services, update and upgrade services for firmware and software.

“Servicing Provider” means Toshiba’s authorized distributor, having a geographic territory for which it can provide on-going maintenance Services to repair Product, provision Supplies, provide remedial maintenance services, provide installation services, and provide updates and upgrades for firmware and software.

“Supplies” means all supplies, with the exception of paper and staples that are required to produce printed output from Product utilized by Customer in the Agreement.

“Warranty” means the Toshiba manufacturer direct limited warranty for Toshiba Product.

1. SCOPE OF SERVICES: EQUIPMENT AND CUSTOMER LOCATIONS

Upon receipt of Customer’s executed MPSA Order in accordance with the procedures set forth in Attachment 4 hereunder, Toshiba shall provide

- New Product Supplies and Services for Customer’s locations.
- Services for new Product pursuant to the terms, conditions and service levels set forth in Attachment 1.
- Managed print services for Customer’s Existing Equipment pursuant to the Managed Print Services Statement of Work, Attachment 2 and for the Existing Product set forth on the MPSA Order.

Toshiba and Customer may agree to change the scope of services from time to time, subject to an agreed upon written amendment by both Parties.

1.1 Leased Product. All leased Product is governed by a separate and stand-alone lease agreement, as set forth in Attachment 5. Each purchasing entity that pays separately shall sign its own lease agreement. Additional new equipment lease placements may be made any time throughout the term of a lease agreement, but the lease term for such additional equipment shall not be coterminous with existing leased equipment, unless otherwise quoted as coterminous. Each type of lease agreement shall set forth the financial terms and conditions and the lease schedules shall set forth such information as the term, model number and payment. Customer hereby consents and acknowledges that Toshiba may assign to a third party finance partner, without notice, all of Toshiba’s rights, title and interest in and to (a) the equipment covered by the lease agreement, including the obligation to provide the right to use the Equipment, (b) all rights and remedies therein, including the right to collect rent due thereon, to repossess the property in the event of default by Customer under the lease agreement and the right to initiate and maintain such legal proceedings, and (c) Toshiba’s rights as Owner under the lease agreement, including the right to receive equipment payments thereunder. None of Toshiba’s obligations under the lease agreement, however, are assumed by the assignee. Customer agrees that the rights of Toshiba’s assignee will not be subject to any claims, defenses, or setoffs that Customer may have against Toshiba.

1.2 Customer agrees (i) not to assign, transfer or sublease Product leased pursuant to an MPSA Order without Toshiba’s prior written consent, which consent shall not be unreasonably withheld or (ii) not to assert, as against Toshiba’s assignee, any defense, setoff, recoupment, claim or counterclaim that Customer may have against Toshiba.

2. TERM AND TERMINATION OF SERVICES:

2.1 Term. This Agreement is effective as of the date indicated in the opening paragraph of this Agreement (the “Effective Date”) and shall continue for a term of _____ () months (“Initial Term”) and shall renew on a month to month basis until cancelled by one of the Parties (“Renewal Term”). During the Renewal period only, either Party may cancel upon sixty (60) day notice.

2.2 Termination.

2.2.1. Default. Either party will be in default with thirty (30) days written notice if (a) either party is in material breach of a representation or warranty herein material provision of the Agreement and has failed to cure such breach within thirty (30) calendar days after receiving written notice from the non-defaulting party (b) either party becomes insolvent, is liquidated or dissolved, or a petition is filed by or against it under any bankruptcy or insolvency law, (c) the Customer does not pay within thirty (30) business days after receipt of written notice from Toshiba that Toshiba has not received such payment by the invoice due date, (d) any representation made by it in the Agreement is false or misleading in any material respect, or (e) either party defaults on any other future agreement with the non-defaulting party or its assigns.

In the event of a default, the non-defaulting party may terminate this Agreement which shall have the effect of the Customer ceasing to place orders for Product against this Agreement and leased Product already delivered shall remain in place and Toshiba shall continue to provide Services in accordance with this Agreement.

3. AGREEMENT STRUCTURE:

This Agreement is made up of the following: This Agreement, Attachment 1 "Service Level Agreement for New Toshiba Product", Attachment 2 "Managed Print Services Statement of Work", Attachment 3 "Pricing and Billing Program", Attachment 4 "MPSA Order Form and Schedules", and Attachment 5 "Toshiba Finance Agreements". The Attachments are incorporated herein by reference. Capitalized terms not defined here are defined in the Attachments and have the same meaning. In the event of conflict between the provision of the terms of this Agreement and the Attachments, the provisions of the Attachments will take precedence and control except where the parties expressly so state. The terms of a mutually agreed upon Amendment or Change Authorization will prevail over those of this Agreement or any previous Amendment or Change Authorization.

4. INVOICING AND PAYMENT:

As consideration for the Services to be performed by Toshiba hereunder and all other tasks, services and obligations of Toshiba, Customer agrees to pay Toshiba the amounts set forth in each MPSA Order pursuant to the Agreement. Customer will make all payments and all the other charges required under this Agreement and any MPSA Orders when they are due and will perform all other obligations under the Agreement fully and promptly. Customer's obligations related to Existing Equipment and new Product placed into service pursuant to this Agreement come into effect upon the one of the following events, whichever occurs first: (i) Customer executes the Customer Acknowledgement Form or (ii) upon Customer's actual usage of the Product. In the case of Existing Equipment, customer's payment obligations commence upon the Effective Date of this Agreement.

5. CREDIT APPLICATION

Customer agrees, that Toshiba is under no obligation to provide Product or Services in the event Customer is not creditworthy, as determined in Toshiba's sole discretion. Toshiba may conduct a credit investigation of Customer during the term of this Agreement and Customer will authorize contact with certain creditors and other persons or entities having credit information relating to Customer to release such information to Toshiba.

6. LIABILITY LIMITATION:

EITHER PARTY'S ENTIRE LIABILITY TO THE OTHER, EXCLUDING A PARTY'S INDEMNITY OBLIGATIONS RELATED TO THIRD PARTY CLAIMS, AND THE OTHER PARTY'S EXCLUSIVE MONETARY REMEDIES, FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY PRODUCT, TOSHIBA'S SERVICES OR OTHER OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED \$100,000 IN THE AGGREGATE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY OR LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL FEES INCURRED UNDER THIS AGREEMENT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TOSHIBA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES HEREIN, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE AND TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.

7. TAXES:

Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes) assessable on the Services and fees charged relative to this agreement. Customer agrees to reimburse Toshiba for all amounts paid or payable by Toshiba in discharge of the foregoing taxes (excluding taxes based on Toshiba net income)

8. NOTICES:

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, postage and delivery charges pre-paid, and shall be sent in any of the acceptable methods: a) facsimile or email, with transmission confirmed b) hand delivery, c) overnight

mail service or d) first-class mail or certified mail, return receipt requested, to the other Party at the address (es) herein. Any Party may change the address to which notices are to be sent by notice given in accordance with the provisions of this section. Notices hereunder shall be deemed to have been given and shall be effective upon actual receipt by the other Party, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other Party.

Customer Name
Customer Address
Customer City, State, Zip
Attn: _____

With a copy to:

Toshiba America Business Solutions, Inc.
Attn: Legal Department
25530 Commercentre Drive
Lake Forest, CA 92630

9. JURISDICTION:

This agreement shall be interpreted and enforced according to the laws of the State of California, without giving effect to its choice of law.

10. INDEMNITY: With respect to, arising from, or in connection with this agreement, or from manufacture, maintenance, repair or use of any Product, Customer agrees to indemnify and hold harmless Toshiba and its subcontractors, agents and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business caused by the negligent acts or omissions of Customer, excluding, however, any of the foregoing resulting solely from the negligence or misconduct of Toshiba and its subcontractors, agents and employees..

11. ASSIGNMENT:

This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by Customer to any further owners of the covered Product without Toshiba's written consent which shall not be unreasonably withheld.

12. REMOTE ELECTRONIC DISCOVERY TOOL:

Customer agrees to allow Toshiba to install one or more instances of printer monitoring software on network-connected computers for the purpose of collecting and transmitting Product usage data. Customer agrees that the usage information gathered via the monitoring software are the sole and exclusive source of customer printer page usage information for the purposes of computing customer billing under this Agreement. In the event that the total counter for a given printer is reset during a service operation or for any other reason, Toshiba will bill using its best efforts to determine usage based on previous meter information.

Customer will have no ownership interest in the software and may not sell, transfer, assign, pledge, or in any way encumber or convey software, or modify, adapt, copy disassemble or decompile them. Toshiba will remove the software upon termination of the Agreement.

Toshiba agrees to indemnify, defend and hold customer harmless for claims, losses, liabilities or actions related to customer's use of the software product; provided, however, this indemnity extends to claims that software directly caused the loss, injury or claim. TOSHIBA IS NOT LIABLE FOR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER CAUSED BY THE USE OF SOFTWARE.

13. AUTO TONER REPLENISHMENT:

Customer agrees to allow Toshiba or its servicing provider(s) to install one or more instances of printer monitoring software or Data Collection Agent ("DCA") on Customer's network for the purpose of collecting and transmitting printer usage data and to automatically dispatch toner. Customer agrees that devices will receive ATR services only if the device is networked and on the installed printer monitoring software or DCA. Customer agrees devices not connected to the network and not on installed printer monitoring software or DCA are subject to a manual order process. Customer agrees that the usage information gathered via the monitoring software is the sole and exclusive source of Customer printer page usage information for the purposes of computing Customer billing and dispatching toner under this Agreement. In the event that the total counter for a given printer is reset during a service operation or for any other reason, Toshiba will bill using its best efforts to determine usage based on previous meter information.

14. CONFIDENTIALITY:

Each Party hereby agrees that any and all confidential information exchanged between the Parties pursuant to this Agreement will not be used or disclosed by the recipient, unless such use or disclosure is required by law or is authorized by such other Party. The restrictions on the use of confidential information in this Section shall not apply to any information that is (i) independently developed by the party receiving such information without reference to such information, or (ii) was received from a third party without any obligation or restriction on use or disclosure of such information. All Confidential Information shall remain the property of, and be returned to, the disclosing party (along with all copies thereof) within thirty (30) days of receipt by the receiving party of a written request from the disclosing party setting forth the Confidential Information to be returned. In the event that a receiving party is requested or required (by third-party subpoena or discovery process in a lawsuit) to disclose any of the Confidential Information, it is agreed that the receiving party will provide disclosing party with prompt notice of such request(s) so that disclosing party may seek an appropriate protective order or other appropriate remedy.

Confidential Information means any information and data of a confidential nature, including but not limited to proprietary, developmental, technical, marketing, sales, operating, performance, cost, know-how, business and process information and all record-bearing media containing or disclosing such information and techniques which is disclosed pursuant to this Agreement.

15. TITLE AND OWNERSHIP:

All right, title and interest in and to Customer owned and leased Existing Equipment will be and remain with Customer, and Toshiba will have no title or ownership interest in such Customer owned and leased Existing Equipment. Customer will provide Toshiba reasonable access to all Customer owned and leased Existing Equipment for which Toshiba is providing Services at Customer facilities. Customer shall take any actions necessary to obtain any consents, approvals or authorizations from Third Parties having ownership to or interest in Existing Equipment as required so that Toshiba can lawfully access, operate, and repair the Existing Equipment and Customer shall indemnify Toshiba against claims related to Toshiba's servicing of the Existing Equipment.

16. INDEPENDENT CONTRACTOR:

Nothing contained in this Agreement will be construed to constitute Toshiba and Customer as partners, joint venturers, or as creating the relationship of employer and employee, franchisor and franchisee, or licensor and licensee. Toshiba and Customer will at all times remain independent contractors with respect to this Agreement and otherwise.

Toshiba reserves the right to utilize subcontractors in the performance of the services. Toshiba represents and warrants that all of its subcontractors and other representatives who perform the Services for Customer will be competent to perform the Services, will exercise their commercially reasonable efforts in performing the Services, and will comply with all terms and conditions applicable to Toshiba in performance of the Services pursuant to this Agreement.

17. INFRINGEMENT:

Each of the Parties hereby warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, trade secret, copyright or other proprietary right of any Third Party, or a violation of the other Party's software license agreements or intellectual property rights disclosed to or known by such Party.

18. WARRANTIES:

Toshiba warrants that it will perform Toshiba Services using generally recognized commercial practices and standards.

THE ABOVE WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, TOSHIBA SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, TITLE, AND NONINFRINGEMENT AND PROVIDES THE SERVICES "AS IS".

19. FORCE MAJEURE:

If a Force Majeure Event occurs with respect to either Party and such Force Majeure Event substantially prevents or inhibits the affected Party's ability to receive or provide Services under this Agreement, then the affected Party shall not be considered in default of this Agreement. The affected Party shall have sixty (60) days to resume business. If the affected Party's business is substantially impaired, or it is impractical to resume business, then in such event, the party shall have the right to terminate the Services affected by the Force Majeure Event by delivering a Termination Notice specifying the Termination Date, provided however, that Customer remains obligated for Fees rendered to date.

20. ENTIRE AGREEMENT:

The terms and conditions of this Agreement, and its integrated components constitute the entire understanding between Parties and supersedes all prior and contemporaneous oral and written agreements and representations of Parties and shall be binding on every

order for Services placed through this Agreement. No modification of this Agreement shall be binding unless agreed to and executed in writing by both Parties. In the event of a conflict of the terms and conditions of the agreement and attachments, the terms and conditions of the following shall prevail in order of precedence: Managed Print Services Agreement, Attachments, excluding finance lease agreements as these are stand-alone agreements per Section 1.0 above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and each individual whose signature appears below hereby warrants that he is duly authorized to execute this Agreement on behalf of the Party he/she represents.

CUSTOMER NAME:

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

Attachment 1

Service Level Agreement for New Toshiba Product

This Service Level Agreement (“SLA”) covers Services for the new Toshiba Product, at Customer locations. While the SLA is intended to provide, as much as possible, a clear understanding of the responsibilities of the Parties concerning these Services, this SLA is not intended to encompass every conceivable obligation and responsibility that may arise. Any capitalized terms utilized in this SLA shall be as defined in the Agreement unless otherwise noted herein.

1. DISCOVERY AND DESIGN

In conjunction with the initial assessment and design phase of the Managed Print Service SOW, Toshiba shall recommend, as part of a Document Output Management Plan, placement of new Product.

2. INSTALLATION AND TRAINING SERVICES.

2.1 Pre-Delivery. Toshiba shall coordinate with Customer any power, network and phone installations necessary to support new Product installations. Toshiba shall also coordinate with Customer to identify any security and safety requirements and obtain badges. Customer shall provide contact and location information of Customer key-users and delivery contacts.

2.2 Delivery. Toshiba shall deliver all new Product ordered within thirty (30) days of receipt of order. Toshiba shall notify Customer no later than three days (3) day after receipt of order if the delivery time will be delayed. All Supplies included in the Agreement will be provided by Servicing Providers without additional freight charges to Customer.

2.3 Rigging. Customer will be invoiced for additional, commercially reasonable, expenses resulting from unusual delivery and special rigging needs.

2.4 Expedited Delivery. Customer may request expedited delivery, and Toshiba will make its best effort to provide rush orders within twenty-four (24) hours. Expedited delivery charges shall apply and rates depend on the method of delivery and will be quoted at the time of request

2.5 Installation. The responsibilities are:

2.5.1 Customer will:

- Communicate installation requirements as standard or networked, specifically indicating which functions to enable: print, scan and fax.
- Provide trash receptacle

2.5.2 Toshiba will:

- Uncrate, set-up and install the new Product
- Connect Product to the power supply
- Verify Product functionality by conducting a standard print test
- Clean the installation area by removing excess packaging materials and properly disposing in the trash receptacle
- Install consumables

2.6 Training. Upon initial Product installation, Toshiba will provide on-site basic and Key Operator customer training and software training for up to two (2) workstations. Basic user training consists of training users on the features and functions of the Product. Additionally, Customer may request and order a customized training services plan by completing an MPSA Order Form with Training Schedule.

2.6.1 Basic Copier Operations training includes:

- Feeder functionality
- Paper supplies
- How to make a copy from glass
- How to make a duplex copy
- How to reprogram drawers
- Zoom features and functions
- Finishing options
- Exposure settings

2.6.2 Key-Operator training includes:

- Adding paper
- Adding toner
- Adding staples
- Clearing misfeeds
- Placing service calls
- Ordering supplies

2.6.5 Customer shall:

- Designate and make available a suitable Key Operator to be trained and to monitor, use of the Product.
- Perform specific Key Operator responsibilities that include daily care and cleaning of the top glass, dusting Product, replenishing Supplies and clearing jams.
- Adhere to manufacturer's specifications and/or operating manuals in operating the Product. Product, Software and Connected Devices Training

3. SERVICES

3.1 General Description. Toshiba will provide maintenance Services for new Product that includes routine and preventative maintenance, labor, travel, and supplies, excluding paper and staples. Pricing for new Product Services shall be in accordance with Attachment 6 Billing Program. Services shall be performed by Toshiba' authorized Toshiba Servicing Providers, including those owned by Toshiba In accordance with the terms and conditions established in this SLA. Service Providers will use only Toshiba-brand parts for repair and the replaced parts become the property of the Service Providers.

3.2 Service Term. The service term shall commence on the installation date for newly installed Product. The service term for all placements shall expire the later of the (a) lease term, if applicable or (b) the Agreement expiration date.

3.3 Service Hours. Toshiba will respond provide Services during normal business hours from 8:00 a.m. to 5:00 p.m., Monday - Friday, excluding Toshiba and its servicing providers recognized Holidays. When a holiday falls on a non-workday, the holiday is observed on the next business day. Toshiba shall notify Customer, thirty (30) days in advance of any other scheduled closings.

3.4 Emergency Services. If available, emergency services (those services provided outside a Servicing Providers' normal business hours) may be provided by the Servicing Providers, in accordance with the individual Servicing Providers' maintenance policy. Emergency services are excluded from response time calculations. Charges for emergency services after normal business hours shall be billed separately and directly by the Servicing Providers at the Servicing Providers' negotiated rates.

3.5 Loaner. If the Product is out-of-service for more than two (2) consecutive business days after notifying the Service Provider, or if it requires off-site service, a loaner Product will be provided by the Service Provider at no additional charge.

3.6 Service Response Time. Toshiba shall provide response times for new Toshiba Product within 4-8 hours, and shall average an on-site response to a service call within four (4) business hours. For other non-Toshiba new Product, Toshiba shall provide a next business day response time. Customer shall assure that Toshiba's Servicing Providers have reasonable access to Product. If Product cannot be repaired within two (2) business days, a loaner machine with a model of equal or better features and specifications will be provided.

3.7 Servicing Dealer Identification. Servicing Providers' representatives shall wear clean attire and have identification in the form of an ID and/or a shirt with the Servicing Providers' logo.

3.8 Preventative Maintenance. Servicing Providers will perform preventative maintenance on the Product in accordance with the Product's scheduled preventative maintenance schedules during the term of this Agreement and any renewal. Preventative maintenance schedules are set by the Toshiba Product manufacturer and reside in the Product's firmware, and automatically notify the end-user via a visual icon when preventative maintenance is due. Customer shall be responsible for notifying Toshiba' On-Line Dispatch Center when a preventative maintenance Service is required. Preventative maintenance costs are included in the Cost-Per-Impression pricing.

3.9 Placement of Services. Customer shall provide Toshiba personnel with: (i) a suitable and adequate work environment, including space for work for performance of the Services, as necessary, and (ii) any other items as may be mutually agreed by the parties. Toshiba shall, in all cases, be responsible for providing its personnel with pagers, laptops and

cell phones, as required for performance of the Services.

3.10 Customer is responsible for providing access to the Products

4. EQUIPMENT PERFORMANCE WARRANTY.

4.1 Toshiba will replace Toshiba Product if it does not operate within Toshiba's product specifications. This representation is in accordance with the Toshiba Quality Commitment Program (Schedule A).

5. SERVICE EXCLUSIONS.

- Electrical work external to the Product is not covered by the Agreement. Telephone company charges to install or improve telephone lines are the responsibility of the Customer. Any charges by an outside source to improve electric or networking lines are the responsibility of the Customer. Network wiring to improve or connect the hardware or connect the hardware to a computer or network is not included in this agreement and is the responsibility of the Customer.
- This Agreement does not apply to any loss or damage to Product through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force, whether direct, indirect, inconsequential, or consequential. The costs of repairing Product caused by lightning strikes on utility or phone lines are excluded. Losses and damages occurring from any of the foregoing are specifically excluded from this Agreement.
- Without prior written authorization from Toshiba, Toshiba will not be required to make adjustments, repairs, replacements, alterations, additions and improvements to Product that are the result of : (a) a third party (other than authorized Toshiba' Service Providers) performing any maintenance, repair or replacement, (b) damages occurring from Product movement by a party other than the Toshiba's Service Providers (including without limitation, unavoidable accidents), (c) abuse or misuse of the Product, (d) alteration or tampering of the Product, or interconnection of the Product with non-Toshiba or non-compatible equipment, (e) placement of the Product in an area that does not conform to Product space, electrical and environmental requirements, (f) failure of or improper telephone or electrical power, (g) Customer's failure to adhere to manufacturer's specifications and/or operating manuals in operating the Product, or (h) Customer use of parts or supplies from any source other than the Toshiba Service Providers with Toshiba parts and supplies, excluding paper and staples.
- This Agreement does not cover service necessitated as a result of malfunction of Product when unauthorized parts, Attachments, or supplies are used with the Product. There may be additional charges for service of malfunctioning Product when unauthorized parts, Attachments, or supplies are used with Product. In such event, Toshiba reserves the right to terminate the Product in the event that it is determined that such changes, alterations, or Attachment make it impractical for Toshiba's servicing provider(s) to continue to service the Product.
- This Agreement does not cover service necessitated as a result of alterations or malfunctioning computer or network hardware. In addition, alterations or malfunctioning computer or network operating system, Customer software application, and/or network operating software are not covered by this Agreement. In such event, Toshiba also reserves the right to terminate the Agreement or affected Product in the event that it is determined that such changes, alterations or malfunctions make it impractical for Toshiba's servicing providers or authorized third-party Toshiba to continue to service the Product.
- Driver support for single or individual user software applications.
- Service requested to replace consumable items such as but not limited to printer supplies (paper, ink cartridges and toner), power strips, and batteries.

5.1 If the Toshiba Service Providers provide maintenance caused by any of the foregoing actions or other work not covered with the Product under the foregoing maintenance obligation, such maintenance shall be billed to Customer at the Toshiba Service Dealer's then current market rates for labor and parts, and not to exceed \$150 an hour, if Customer agrees to accept the services. If Customer does not agree to the rates, then Toshiba has the right to discontinue service for the affected Product. Customer agrees that Toshiba Service Providers will not be required to make adjustments, repairs, or replacements to the Product, if Toshiba Providers are not provided reasonable access to the Product.

6. ON-LINE DISPATCH CENTER.

6.1 Toshiba shall provide centralized Service and Supply provisioning through its On-Line Dispatch Center. Customer shall have 24/7 access to on-line dispatch information.

6.2 Placing Service Calls. In the event that a Product is inoperable, a function is not working properly or copies are not legible, then Customer shall place a call to the On-Line Dispatch Center to initiate tracking of downtime. The toll-free phone number for the On-Line Dispatch Center is:

On-Line Dispatch Center
(877) 855-1344 Toll-free
8:00 am – 5:00 pm (Eastern - Pacific Time Zone)

6.3 Dispatch Reports. Customer will have 24/7 access to the On-line Dispatch service information. Customer will also have the ability to generate reports. The following information is available:

- Response time
- Up-time
- Machines-In -Field
- Machine History

6.4 GSP. Toshiba shall also provide Customer access to Toshiba's Global Services Portal ("GSP") which is an Internet website, and shall be customized with Customer specific information accessible through secure user ID and password. GSP shall host information such as:

- Pricing
- Product Illustrations
- Product Descriptions
- Technical information
- Training information

7. **SERVICE METRIC**

7.1 Uptime. Toshiba's fleet shall average a 95% uptime performance for Customer's Toshiba fleet over a ninety (90) day period. A down machine is a machine that cannot make a legible copy, to the earlier of machine repair or a loaner is provided, excluding preventative maintenance and Customer negligence. Toshiba shall use the following downtime calculations:

8 hours per day x 5 days a week x 4 weeks = 160 hours of operable time
Machine is down for two- (2) hours

7.2 Reports. Toshiba shall provide the following Reports on a quarterly basis due on the first Monday of the first week of the next month following expiration of the quarter:

- Summary Billing Report that details each cost center (cost center identified by location or asset); detailing Product ordered
- Separate Summary Billing Report for Services

8. **CHANGES**

8.1 Change requests such as adding an accessory, software update or addition of software are facilitated through the ordering process and will be accommodated through a signed Purchase Order or other designated ordering document. Toshiba will charge a delivery and installation charge for addition of accessories or software subsequent to installation.

8.2 Changes associated with the Product that are regarding the contact names and addresses, network address should be communicated to Toshiba.

**Schedule A
to Attachment 1 (TQC)**

Toshiba America Business Solutions, Inc.'s ("Toshiba") Total Quality Commitment Program includes:

1.1 Free Replacement

If Customer's Toshiba MFD or its accessories, do not operate within Toshiba's MFD specifications during the term of this program, and if the MFD cannot be repaired to perform within MFD specifications, Toshiba will replace the MFD or accessory at no charge with a model of equal or better features and specifications.

1.2 Free Loaner

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

All loaned MFDs are the property of Toshiba or the Authorized Servicing Provider and must be returned to Toshiba or the Authorized Servicing Provider at the time the repaired or replaced MFD is tendered.

1.3 Term of Program

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

1.4 Terms & Conditions

This program applies only to new MFD and/or accessories acquired by customers from Toshiba or an Authorized Toshiba Servicing Provider under the following conditions: a) was continuously maintained under a full-service maintenance agreement provided by an Authorized Toshiba Servicing Provider, and b) only genuine Toshiba parts and consumable supplies are used in the maintenance and operation of the MFD.

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

1.5 How to Exercise this Guarantee

Notify your Authorized Toshiba Servicing Provider of the problem. Your Authorized Servicing Provider will facilitate the claim.

Attachment 2
Services Statement of Work

Toshiba will provide to Customer throughout the United States, the Services outlined in this Statement of Work during the Initial Term and Renewal Terms. This SOW sets forth the scope of managed print services, requirements and obligations of the parties and is subject to the terms and conditions of the Managed Print Services Agreement ("Agreement") by and between Customer and Toshiba America Business Solutions, Inc. ("Toshiba"), and is incorporated therein by reference. In the event of an inconsistency or conflict with this Attachment 2 and the MSA, this Attachment 2 shall take precedence.

1. Assessment Phase

1.1. Initial Assessment and Design

1.1.1. Toshiba's responsibilities are to:

1.1.1.1. Work with Customer to determine the scope and discovery to include sites and device types

1.1.1.2. **Develop a schedule for discovery and design**

1.1.1.3. Work with Customer to ascertain any security and safety requirements

1.1.1.4. Work with Customer to obtain necessary badging requirements

1.1.1.5. Use Toshiba meter collection software, a network discovery tool, when necessary to facilitate and augment the discovery process

1.1.1.6. Identify and confirm equipment

1.1.2. Customers responsibilities are to:

1.1.2.1. Provide a local onsite customer liaison to work with Toshiba at each site to assist with prioritization, coordination and communication of discovery

1.1.2.2. Provide the computer hardware necessary to operate the software

1.1.2.3. Provide the IP address, queue names, and any other network address required to perform Services

1.1.2.4. SNMP enable the networked equipment

1.1.2.5. Provide a specific list and location (name, address, building, floor, city, state, zip code, serial number, model number) for all meterable equipment

1.1.2.6. Provide any necessary access to floorplans and business areas

1.1.2.7. Provide and be responsible for all such telephone and modem lines, telephones, computers and peripheral devices, computer connections, and network access, as may be necessary for Toshiba to provide Services and to interconnect with Toshiba's network discovery and meter submission tool;

1.1.2.8. Provide Toshiba with current-state print device information to include: print queue names, device configuration, custom form, and IP addresses or host names for devices accepting print jobs from host or mainframe applications. Customer shall have the flexibility to direct output.

1.1.3. Following discovery and design, Toshiba and Customer will mutually agree by location upon

1.1.3.1. The number and models of devices within the scope of Services

1.1.3.2. Fleet configuration, optimal mix, and future-state design including the placement of new Product and retention of Existing Equipment

2. Advance Inspection: Toshiba reserves the right to inspect all equipment to be covered under this Agreement.

2.1. Device Condition: Parties recognize that Toshiba is not aware of the condition of in-scope Equipment identified in the Customer Asset List. Customer represents that upon transition of services for Equipment to Toshiba, the Equipment has been continually maintained and is in good working order, normal wear and tear excluded. In the event any unit of Equipment is not in good working order, and upon inspection, Toshiba discovers that the Equipment will require significant replacement of parts and/or major components to make Equipment operable, Equipment must be returned to working order to be eligible for service under the program. Toshiba can provide restoration service for \$185 per incident plus parts. Equipment restoration charge is not included in the cost-per-page (CPP) fee.

2.2. Supply Levels: Device supplies, toner, maintenance kits, photo drums, and related parts, must be at minimum 25% level to be enrolled in the Program. For any devices falling under that level, Customer will be responsible for replacing and/or purchasing the initial consumables required to restore device to an acceptable level. Customer has the option to purchase the consumable directly from Toshiba.

3. Implementation Phase

3.1. Toshiba and Customer shall:

3.1.1. Toshiba's responsibilities consist of:

3.1.1.1. Maintain an Asset List of all Meterable equipment

3.1.1.2. Coordinate with Customer any network and phone installations needed to support new devices

3.1.1.3. Create and distribute Toshiba asset tags for all equipment having the following necessary information to

facilitate a Help Desk calls for networked equipment and supply provisioning for equipment:

- Toshiba's Supplies Ordering Web Portal URL
- Serial Number or Asset Tag
- Toll Free Phone Number or Web URL for Service Dispatch

2.2 Customer's responsibilities consist of:

- Affix asset tags to all equipment and remove any previous service provider asset tags
- Provide and be responsible for all such telephone and modem lines, telephones, computers and peripheral devices, computer connections, and network access, as may be necessary for Toshiba to provide Services and to interconnect with Toshiba's network discovery and meter submission tool

3. Training

3.1. Customer may engage Toshiba to provide a customized training program by working with Toshiba to develop a training plan and order such plan via an MPSA Order Form and training plan schedule.

4. Fleet Management.

Within ninety (90) calendar days following the Effective Date, Toshiba shall develop and thereafter maintain a comprehensive inventory of all Equipment that is discovered through Toshiba's electronic discovery tool, including but not limited to:

- (a) equipment and network connections and infrastructure used by Toshiba to provide the services;
 - (b) equipment, software and network connections and infrastructure used by Customer in connection with the Services.
- Toshiba shall provide an electronic copy of such inventory to Customer upon request.

5. Services & Help Desk

5.1. In general, Toshiba is responsible for providing Services for Customer's networked Equipment identified through Toshiba's remote electronic discovery tool.

5.2. Toshiba's responsibilities include:

- To troubleshoot for the repair of the equipment and to attempt a phone resolution if one is available
- To provide on-site break fix services for technical hardware issues that cannot be resolved remotely
- Toshiba will provide all the support and materials necessary to maintain covered Existing Equipment in operating condition
- To bear financial responsibility for all time, material, and travel associated with break / fix activities
- To provide next business day break-fix service (for printers – refer to Attachment 1 Section 3.6 for MFD response time)
- To restore malfunctioning equipment to good working order during the Service Hours of 8:00 am to 5:00 pm, Monday through Friday - Holidays Excluded
- To provide toner required for the normal operation of equipment
- To meet reasonable security requirements identified by Customer
- To provide a status upon call completion to the on-site service requestor (End-User or representative of End User) prior to leaving the Customer's site

5.3. Toshiba is not responsible for:

- Adjustments, repairs or replacements made necessary resulting from non-Toshiba Third Parties performing any maintenance, repair or replacement
- Failures or damage resulting from accident, neglect, misuse, failure or inadequacy of electrical power or air conditioning or humidity control, or any causes other than ordinary use of the equipment
- Damage to equipment that is placed in an area that does not conform to manufacturer's electrical and environmental requirements
- Failure due to improper telephone or electrical power Acts of God, lightning or other incidents of excess voltage or power surges
- Repairs necessary when Customer modifies, relocates, damages (including without limitation, unavoidable accidents) abuses or misuses the equipment (including without limitation, the spilling of toner or other substance in the machine) and the breakage of lids, hinges, cassettes, etc.
- Repairs necessary when equipment is altered, tampered, or interconnected with non-compatible Equipment
- Repairs relative to connectivity to the device
- Providing cabling required to connect the printer to the network
- Installing any customer-replaceable consumables including but not limited to paper and toner

5.4. Customer's responsibilities are:

- To provide reasonable access to the equipment
- To provide reasonable notice prior to Toshiba if a service request is cancelled
- To notify Toshiba of any required security requirements as required by Customer

- Support the diagnosis of malfunctioning devices by engaging by phone and/or in person with Toshiba technical support personnel as needed

6. Help Desk

6.1. Help Desk Services are those services required to coordinate and respond to problems and service requests made by Customer in the United States. Toshiba shall be responsible for providing, direct or indirect Help Desk access with begin-to-end logging, tracking, resolution and reporting of service calls.

6.2. Toshiba's will perform the following:

- Toshiba will provide Help Desk support for equipment
- To provide on-line and toll-free dispatch services to Customer
- To provide access to Toshiba's portal for the purpose of placing service calls
- To provide an estimated time of arrival for all service calls

6.3. Customers' Responsibilities are:

- To make all service calls through Toshiba's GSP or toll-free phone number
- To convey the end user name and location
- To convey the model type and serial number
- To convey the nature of the service call whether it is a problem or failure
- To promptly return any calls that Help Desk was unable to reach live

7. Vendor Managed Supplies

7.1 There are 2 fulfillment paths for supplies based on the eligibility of a specific device:

7.1.1 Automated Toner Fulfillment Process

Toshiba responsibilities are to:

- Fulfill all orders for supply replenishment under the Billing Program F.O.B. destination
- Fulfill supplies through the Auto Toner Replenishment process
- Provide access to the Toshiba Portal for the purpose of monitoring supplies replenishment

Customer responsibilities consist of:

- Provide secure and environmentally appropriate storage for all supplies
- Customer to monitor and check supplies replenishment via the Toshiba Portal
- Installation of toner and other customer installable consumables
- Ensuring that all supplies ordered on behalf of Customer are protected against theft or misuse

7.1.2 Manual Toner Fulfillment Process:

Toshiba responsibilities are to:

- Fulfill all orders for supply replenishment under the Billing Program F.O.B. destination
- Fulfill supply orders within three-days of order
- Provide access to the Toshiba Portal, with a single sign-on, for the purpose of ordering all supplies

Customer responsibilities consist of:

- Provide secure and environmentally appropriate storage for all supplies
- Customer will order supplies as required through Toshiba's GSP and will instruct Customer employees to order such supplies through the Toshiba Portal
- Installation of toner and other customer installable consumables
- Ensuring that all supplies ordered on behalf of Customer are protected against theft or misuse

8. Parts

Part(s) used in the repair of equipment will be new or refurbished, equivalent or better-than-new in functionality and are not necessarily brand name specific. Replaced parts become the property of Toshiba.

9. Additional Activities

9.1. Toshiba is not obligated, but may at its discretion and Customer's approval perform the following services and charge the Customer a time and material rate of **\$150 an hour** for services associated with the following:

- Adjustments, repairs or replacements made necessary resulting from non-Toshiba Third Parties performing any maintenance, repair or replacement;
- Failures or damage resulting from accident, neglect, misuse, failure or inadequacy of electrical power or air conditioning or humidity control, or any causes other than ordinary use of the equipment;

- Damage to equipment that is placed in an area that does not conform to manufacturer's electrical and environmental requirements;
- Failure due to improper telephone or electrical power Acts of God, lightning or other incidents of excess voltage or power surges;
- Repairs necessary when Customer modifies, relocates, damages (including without limitation, unavoidable accidents), abuses or misuses the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breakage of lids, hinges, cassettes, etc.,
- Repairs necessary when Equipment is altered, tampered, or interconnected with non-compatible Equipment.

9.2. Outside of the Service Hours. After-hour services, weekend and Holidays are considered out-of-scope activities that do not fall within the Service Hours. Toshiba, at its discretion with Customer's consent and direction, may provide the out-of-scope services, provided that proper authorization is received from Customer. These services will be billed separately to Customer and the amounts so billed will be payable to Toshiba according to the then current Time & Materials rates.

9.3. Network/Software/Other/Supply Replacement. Requests for the following types of services are out-of-scope and may be performed at Toshiba's discretion with Customer's consent, direction and proper authorization. In the event Toshiba is willing to perform the tasks, Customer shall be billed in addition to time spent and distance traveled fees for: (a) Driver support for single or individual user software applications (Toshiba will provide installation support for two workstations upon new equipment delivery), (b) Service requested to replace consumable items such as but not limited to printer supplies (paper, ink cartridges and toner), power strips, and batteries.

10. Asset Management.

Within ninety (90) calendar days following the Effective Date, Toshiba shall develop and thereafter maintain a comprehensive inventory of all Equipment that is discovered through Toshiba's electronic discovery tool: (a) equipment and network connections and infrastructure used by Toshiba to provide the services; (b) equipment, software and network connections and infrastructure used by Customer in connection with the Services. Toshiba shall provide an electronic copy of such inventory to Customer upon request.

11. Other Services Statements of Work

Toshiba and Customer may enter into other Statements of Work for other services and/or products. Additional Statements of Work shall reference this MPSA and to the extent that there is software, the terms of the End User License Agreement shall apply. Statements of Work shall have the following verbiage with Customer name populated:

"This Statement of Work ("SOW") is made and entered by and between Toshiba America Business Solutions, Inc., a California Corporation ("Toshiba") and _____, a Corporation ("Customer"). This SOW is hereby incorporated by reference as an ancillary agreement to the MPSA."

Attachment 3
PRICING TERMS AND BILLING PROGRAM

1. Pricing Terms

Cost Per Page Program for Existing Equipment and Newly Placed Meterable Printers: Toshiba shall charge Customer and Customer agrees to pay the monochrome and color Page Cost-Per-Impression, if applicable, for output produced on Existing Equipment and on newly placed Meterable Printers. Pricing options are set forth in Table 2 to this Attachment 3. Customer shall elect maintenance billing option on the MPSA Order Form (see Attachment 4).

A cost-per-page means a price that is structured as an impression charge for single-sided page of output no greater than 8.5" x 14" (legal-size) produced on the printer and which causes the printer to increment by one. By way of example, a single 11 x 17" page, or a duplexed (double-sided) page of 8.5" x 11" or 8.5" x 14" would each be equivalent to two (2) impressions

Depending on the Customer's option elected, the pricing includes all toner, on-site service labor, travel and service parts (including PM Kits, Drums, Fusers, and Assemblies). Paper is specifically excluded. Toner may be OEM or OEM Replacement at Toshiba's discretion. Customer agrees that any consumables and/or services deployed by Toshiba in accordance with the Agreement are solely in support of Meterable Equipment for which Customer is billed and as identified in MPS Purchase Order Form.

1.1. New Product Maintenance Services Pricing:

Toshiba shall provide purchase and lease for new Product which includes installation fees and delivery, such pricing will be indicated on an MPSA Order Form and appropriate Schedules. Pricing for new Product is set forth on Table 3 to this Attachment 3, and pricing for new product maintenance services is set forth on Table 1 to this Attachment 3.

Upgrades/Downgrades/Terminations. Customer may upgrade/downgrade or terminate leased Product at any time by paying the outstanding payment stream, plus outstanding receivables and the buyout amount, if applicable and if the Customer desires to keep the Product.

Month-to-Month. When Leased Product that reaches the end of lease term, Customer shall have the option to purchase the Product at the buyout option indicated, or it will renew on a month-to-month basis with no increase in monthly rates or additional charges. Customer may purchase the Product at a buyout option or cancel during the renewal period upon thirty (30) days notice.

Product Supplies and Services Pricing. Toshiba's service pricing is structured as a Page Cost-Per-Impression or fee based, either monthly or annually, based on average volumes (low volume band, mid volume band).

Toshiba pricing shall not exceed the pricing set forth in the Agreement.

Pricing Escalation/Renewal Term Pricing. Customer agrees that Toshiba may increase the maintenance pricing annually.

Prices are subject to change based on market conditions, fleet or volume changes, and other factors. Toshiba will provide thirty (30) days advance notice of the price change.

2. Billing Cycle for Service. The billing cycle is a full calendar month unless an annual plan is selected. Interim service billing shall apply.
3. Exclusions.

The following activities are not included in the pricing Plan and will be charged at the prevailing market rates:

- Moves (moves within a building and from building-to-building)
- Relocations costs
- Rigging (extraordinary means of delivery)
- Property Tax
- End-of-Term equipment removals (unless included in price as indicated)
- After Hour and Emergency Services
- Exclusions indicated in the SLA and SOW or Attachment 1 and 2
- MICR toner

4. Payment Terms. Payment terms are net 30 days from the date of the invoice

Pricing Table 1
NEW PRODUCT - MAINTENANCE PRICING

DRAFT

Pricing Table 2
EXISTING EQUIPMENT AND METERABLE PRINTERS MAINTENANCE PRICING

DRAFT

Pricing Table 3
NEW PRODUCT PRICING

DRAFT

Pricing Table 4
MANAGED PRINT SERVICES PRICING

DRAFT

Attachment 4
MPSA Order Form and Schedules (Illustration)

| | | | |
|---|----------------------------------|--|------------------|
| TOSHIBA AMERICA BUSINESS SOLUTIONS, INC | | MPSA ORDER FORM | |
| | | Complete this form with Applicable Schedules, obtain Customer signature(s), email signed order to: _____ | |
| Sales Representative: _____ | | AGREEMENT # _____ | ORDER DATE _____ |
| CUSTOMER INFORMATION | | | |
| Bill to Information: Customer Name: _____ Billing Address: _____ Address 2: _____ City: _____ State: _____ Zip: _____ Phone #: _____ Ext. _____ Fax: _____ Contact: _____ eMail: _____ Customer PO #: _____ Tax ID #: _____ | | Ship to Information: Customer Name: _____ Shipping Address: _____ Address 2: _____ City: _____ State: _____ Zip: _____ Phone #: _____ Ext. _____ Fax: _____ Contact: _____ eMail: _____ Delivery Date: _____ Ship _____ Term: _____ | |
| Customer agrees to use the services of Toshiba for the purposes of providing the Managed Print Services and deliverables (hereafter collectively known as the "MP Services") which are set forth on this MPSA Order Form and the attached applicable Schedule(s) (collectively an "MPSA Order"). Customer agrees that such MP Services shall be provided pursuant to the terms and conditions of (i) the Managed Print Services Agreement between Toshiba and Customer (the "MPSA") and (ii) this signed MPSA Order. The MPSA is incorporated into this MPSA Order by reference. Customer's acceptance of this MPSA Order shall be authorization for Toshiba's performance of the MP Services. In the event of a conflict between the MPSA and this MPSA Order the MPSA shall prevail. Customer hereby acknowledges its receipt and acceptance of the MPSA. | | | |
| MPSA ORDER | | | |
| ORDER OPTIONS | SCHEDULES | MEMBER INITIALS | NOTES |
| 1. Managed Print Services - Existing Equipment (MPS) | 1 - MPS Order | | |
| | 1A - MPS Equip Schedule | | |
| 2. Product Purchase Order | 2 - Purchase Product Order | | |
| | 2A Product Schedule | | |
| | Maintenance Activation | | |
| 3. MASTER Lease with Maintenance Agreement (LWM) | 3 - Master LWM Agreement | | |
| | 3A - Master LWM Schedule | | |
| 4. MASTER FMV Lease Agreement | 4 - Mstr FMV Lease Agreement | | |
| | 4A - Mstr FMV Lease Schedule | | |
| 5. Lease with Maintenance Agreement | 5 - Lease with Maint Agreement | | |
| | 5A - Lease with Maint Supplement | | |
| 6. FMV Lease Agreement | 6 - FMV Lease Agreement | | |
| | 6A - FMV Lease Supplement | | |
| State and Local Government Addendum (SLG) | SLG Addendum | | |
| Consultant / Professional Services Engagements | SOW | | |
| Solutions Purchase | | | |
| Supplies and Parts | | | |
| Consultant / Professional Services Engagements | | | |
| CUSTOMER ACCEPTANCE | | | |
| Signature on this page indicates acceptance of all terms and conditions as stated in this MPSA Order | | | |
| Print Name: | Signature: X | Title: | Date: |

Attachment 5
TOSHIBA FINANCE AGREEMENTS

| STAND ALONE “LEASE AGREEMENT” | NOTES |
|--|----------------------|
| Master FMV Lease Agreement or Master FMV Lease Agreement with Maintenance | Illustration follows |
| Schedule to Master FMV Lease Agreement or Master Lease with Maintenance | Illustration Follows |

| Transactions ≤ \$250,000 | Transactions > \$250,000 |
|---|---|
| Master FMV Lease Agreement ⁽¹⁾ Master Lease with Maintenance Agreement and Schedule ⁽²⁾ | Master FMV Lease Agreement Master Lease with Maintenance Agreement and Schedule |
| \$1 Equipment Lease Agreement (Software Only Transactions) | \$1 Equipment Lease Agreement (Software Only Transactions) |
| State and Local Addendum | State and Local Addendum |
| Sales Tax Exemption Certificate | Sales Tax Exemption Certificate |
| California Judicial Reference Form Required for California Transactions | Lessee Certificate |
| | Proof of Insurance |
| | Counsel’s Opinion or Board Approval/Minutes |
| | California Judicial Reference Form Required for California Transactions |

- (1) Master FMV Lease Agreement – lease that does not invoice maintenance
(2) Master Lease With Maintenance Agreement – lease that invoices with maintenance

Document Requirement Matrix

Financing document checklist for:

- Any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private),
- Other government agencies or non-profit organization

Other:

- A. Tax Exempt Government State and Local Government Financing:
- Subject to bank qualification; one which customer reasonably anticipates issuing \$10 million in tax-exempt obligations during the year
 - Finance documents available upon request
- B. \$1 Out Addendum required when the Master FMV Lease Agreement purchase option is \$1

Master FMV Lease with Maintenance Agreement
Refer to following pages for illustrations

DRAFT

**MASTER LEASE WITH MAINTENANCE AGREEMENT****TOSHIBA**

FINANCIAL SERVICES

APPLICATION NUMBER

AGREEMENT NUMBER

The words **Lessee, you,** and **your** refer to the customer. The words **Lessor, we, us** and our refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease. "Lease" means this Master Agreement and any "Schedule". "Schedule" means any lease schedule signed by you and us which incorporates the terms of this Master Agreement.

CUSTOMER CONTACT INFORMATION

| | | |
|---------------------|------------------|--------------|
| Legal Company Name: | Fed. Tax ID #: | |
| Contact Person: | Bill-To Phone: | Bill-To Fax: |
| Billing Address: | City, State-Zip: | |

LOCATION

| | |
|---------------|-----------|
| Contact Name: | Location: |
|---------------|-----------|

TERMS AND CONDITIONS (Terms Continued on Page 2)

1. Lease Agreement: You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. 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 assignees or third parties having an economic interest in a Lease or the Equipment.

2. Lease Commencement: Each Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under the applicable Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.

3. Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of this Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

4. Image Charges: Each month during the Term of a Lease, you agree to remit to us the Lease Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Lease payment, you are entitled to produce the Minimum Number of Images for each applicable Image type each month. You also agree to pay us the Excess per Image Charge for each metered image that exceeds the applicable Minimum Number of Images. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the Lease Payment and/or the Excess per Image Charge each year during the Term of the Schedule by an amount not to exceed ten percent (10%) of the Lease payment and/or the Excess per Image Charge in effect at the end of the prior annual period. At our option, you will (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. Lessor is not responsible for any service, repair or maintenance of the Equipment and is not party to any service maintenance agreement. If you have a dispute with your service provider, you must continue to pay us all Lease payments and Excess per Image Charges without any withholding or deductions.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. 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. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER ANY LEASE.

6. Statutory Finance Lease: You agree that each Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508-522) of the Uniform Commercial Code.

THIS AGREEMENT AND EACH SCHEDULE IS NONCANCELABLE / IRREVOCABLE AND CANNOT BE CANCELLED OR TERMINATED.**LESSOR ACCEPTANCE**

| | | | |
|----------------------------|--------------|--------|-------|
| Toshiba Financial Services | Signature: X | Title: | Date: |
|----------------------------|--------------|--------|-------|

LESSEE ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement and each Schedule may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to a Lease, and (ii) any determination as to which version of a Lease constitutes the single true original item of chattel paper under the UCC. If Lessee signs and transmits a Lease to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Lessee agrees that the facsimile or other electronic transmission of a Lease manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing a Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Lessee, who executed a Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of such Lease containing Lessee's original manual signature to Lessor. No party may raise as a defense to the enforcement of a Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to such Lease.

| | | | |
|-------------|--------------|--------|-------|
| Print Name: | Signature: X | Title: | Date: |
| Print Name: | Signature: X | Title: | Date: |

TERMS AND CONDITIONS (Continued)

7. Security Interest: You authorize us to file a financing statement with respect to the Equipment. If a Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under that Lease.

8. Use Maintenance and Repair of Equipment: YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the Schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.

9. Taxes and Lease Charges: You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

10. Indemnity: You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of each Lease.

11. Risk or Loss; Insurance: You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under any Lease. You agree to keep the Equipment fully insured against loss until the Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.

12. Right to Perform: If you fail to comply with any provision of a Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.

13. Representations: (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement and each Lease, and (2) the individuals signing this Agreement and each Schedule have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement and each Lease, and (2) the individuals signing this Agreement and each Schedule have been duly authorized to do so on our behalf.

14. Default: You will be in default under a Lease if: (a) we do not receive any payment due under that Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.

15. Remedies: If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under each Lease, plus (2) the present value of all remaining payments to become due under each Lease (discounted at 6% or the lowest rate allowed by law), and (3) (i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.

16. Purchase Option: At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment, as determined by us in our reasonable discretion plus applicable sales and other taxes.

17. Automatic Renewal: Each Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of such Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).

18. Return of Equipment: If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.

19. Assignment: We may, without your consent, assign or transfer any Equipment or any Lease, or any rights arising under such Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease any Lease or any rights thereunder or any Equipment subject to any Lease without our prior written consent.

20. Personal Property Tax (PPT): You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.

21. Tax Indemnity: You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.

22. Governing Law: BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Master Agreement and each Schedule 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 a Lease, you irrevocably agree 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 of your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.

23. Miscellaneous: Each Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. If there is a conflict between the terms of a Schedule and this Agreement, the terms of the Schedule will prevail. The terms and conditions of any equipment purchase order shall not alter or amend the terms and conditions of any Lease and the terms and conditions of any Lease shall supersede any conflicting provisions in any equipment purchase order. We will not accept payment in cash. If you so request, and we permit the early termination of a Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of a Lease to be unenforceable, all other terms of that Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under a Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. 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. It is the Lessee's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased of any lessee data and information.

Attachment 5 Master FMV Lease with Maintenance Schedule (ILLUSTRATION)

| | | |
|--|---|--|
| Leading Innovation >>> | MASTER LEASE WITH MAINTENANCE SCHEDULE | |
| | <div style="background-color: #002060; color: white; padding: 2px; display: inline-block;">FINANCIAL SERVICES</div> | |
| The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease. | MASTER AGREEMENT # <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | SCHEDULE # <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |

LESSEE - BILLING CONTACT INFORMATION (separate lease schedules must be completed for each billing location)

| | | |
|-----------------------|------------------|----------------|
| Legal Company Name: | Fed. Tax ID #: | Bill-To Phone: |
| Billing Contact Name: | Department Name: | Bill-To Fax: |
| Billing Address: | City, State-Zip: | |

LESSEE INSTALLATION LOCATION (separate lease schedules must be completed for each location)

| | | |
|---------------------|------------------|--------|
| Legal Company Name: | Department Name: | Phone: |
| Contact Name: | Bldg/Rm/Suite: | Fax: |
| Address: | City, State-Zip: | |

PAYMENT SCHEDULE - B&W IMAGES

| | | | | |
|---------------------------------|------------------|---------|--|-----------------------------------|
| | | | PLEASE CHECK ONE: <input type="radio"/> Per Machine Minimum <input type="radio"/> Consolidated Minimum | |
| UNIT NUMBER | ITEM DESCRIPTION | PAYMENT | EXCESS PER IMAGE CHARGE | GUARANTEED MONTHLY MINIMUM IMAGES |
| | | | | |
| | | | | |
| TOTAL MONTHLY MINIMUM PAYMENTS: | | | TOTAL CONSOLIDATED MINIMUMS: | |

PAYMENT SCHEDULE - COLOR IMAGES

| | | | | |
|---------------------------------|------------------|---------|--|-----------------------------------|
| | | | PLEASE CHECK ONE: <input type="radio"/> Per Machine Minimum <input type="radio"/> Consolidated Minimum | |
| UNIT NUMBER | ITEM DESCRIPTION | PAYMENT | EXCESS PER IMAGE CHARGE | GUARANTEED MONTHLY MINIMUM IMAGES |
| | | | | |
| | | | | |
| TOTAL MONTHLY MINIMUM PAYMENTS: | | | TOTAL CONSOLIDATED MINIMUMS: | |

PAYMENT SCHEDULE - SCAN IMAGES

| | | | | |
|---------------------------------|------------------|---------|--|-----------------------------------|
| | | | PLEASE CHECK ONE: <input type="radio"/> Per Machine Minimum <input type="radio"/> Consolidated Minimum | |
| UNIT NUMBER | ITEM DESCRIPTION | PAYMENT | EXCESS PER IMAGE CHARGE | GUARANTEED MONTHLY MINIMUM IMAGES |
| | | | | |
| | | | | |
| TOTAL MONTHLY MINIMUM PAYMENTS: | | | TOTAL CONSOLIDATED MINIMUMS: | |

PAYMENT SCHEDULE - BLACK PRINT IMAGES

| | | | | |
|---------------------------------|------------------|---------|--|-----------------------------------|
| | | | PLEASE CHECK ONE: <input type="radio"/> Per Machine Minimum <input type="radio"/> Consolidated Minimum | |
| UNIT NUMBER | ITEM DESCRIPTION | PAYMENT | EXCESS PER IMAGE CHARGE | GUARANTEED MONTHLY MINIMUM IMAGES |
| | | | | |
| | | | | |
| TOTAL MONTHLY MINIMUM PAYMENTS: | | | TOTAL CONSOLIDATED MINIMUMS: | |

PAYMENT SCHEDULE - COLOR PRINT IMAGES

| | | | | |
|---------------------------------|------------------|---------|--|-----------------------------------|
| | | | PLEASE CHECK ONE: <input type="radio"/> Per Machine Minimum <input type="radio"/> Consolidated Minimum | |
| UNIT NUMBER | ITEM DESCRIPTION | PAYMENT | EXCESS PER IMAGE CHARGE | GUARANTEED MONTHLY MINIMUM IMAGES |
| | | | | |
| | | | | |
| TOTAL MONTHLY MINIMUM PAYMENTS: | | | TOTAL CONSOLIDATED MINIMUMS: | |

TERM & PAYMENT SCHEDULE (All payments are exclusive of sales and use tax)

| | | | | | | |
|-----------------------|-----------|----------------------------|------------|-------|--|---|
| Sales/Use Tax Exempt: | Exempt #: | Attach Exempt Certificate: | PO Issued: | PO #: | Lease Term: | Do not leave blank. Appropriate Term Must Be Selected |
| Lease Payments Due: | | Purchase Option: | | | Advance Lease Payment: | |
| Billing Preference: | | | | | Documentation Fee: \$75.00 (included in First Invoice) | |

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER LEASE AGREEMENT IDENTIFIED ABOVE

LESSOR ACCEPTANCE

| | | | |
|-----------------------------------|--------------|--------|-------|
| Toshiba Financial Services | Signature: X | Title: | Date: |
|-----------------------------------|--------------|--------|-------|

LESSEE ACCEPTANCE

| | | | |
|-------------|--------------|--------|-------|
| Print Name: | Signature: X | Title: | Date: |
|-------------|--------------|--------|-------|

EXHIBIT H

ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

| | | | | |
|----------------------|--------------------|------------------------|-------------------------|------------------------|
| State of Alabama | State of Hawaii | State of Massachusetts | State of New Mexico | State of South Dakota |
| State of Alaska | State of Idaho | State of Michigan | State of New York | State of Tennessee |
| State of Arizona | State of Illinois | State of Minnesota | State of North Carolina | State of Texas |
| State of Arkansas | State of Indiana | State of Mississippi | State of North Dakota | State of Utah |
| State of California | State of Iowa | State of Missouri | State of Ohio | State of Vermont |
| State of Colorado | State of Kansas | State of Montana | State of Oklahoma | State of Virginia |
| State of Connecticut | State of Kentucky | State of Nebraska | State of Oregon | State of Washington |
| State of Delaware | State of Louisiana | State of Nevada | State of Pennsylvania | State of West Virginia |
| State of Florida | State of Maine | State of New Hampshire | State of Rhode Island | State of Wisconsin |
| State of Georgia | State of Maryland | State of New Jersey | State of South Carolina | State of Wyoming |
| District of Columbia | | | | |

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT

BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT

GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT

CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT

SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR

JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT

COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA

BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR

CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR

CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR

FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR

HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR

JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR

LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR

MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR

NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR

PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR

REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR

SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR

SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR

UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR

WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J

LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
 ALIANZA ACADEMY, UT
 ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT
 AMERICAN PREPARATORY ACADEMY, UT
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT

BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT

OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY

GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION

OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH