

STATE OF VERMONT
PARTICIPATING ADDENDUM NO. 30236

COPIERS, PRINTERS & RELATED DEVICES 2014-2019
NEVADA WSCA-NASPO MASTER AGREEMENT # 3091

Canon USA Inc.

1. **Parties.** This Participating Addendum is a contract between the **State of Vermont**, Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter "State" or "Vermont"), and **Canon U.S.A. Inc.**, a for-profit corporation with principal place of business in Melville, NY (hereinafter "Contractor"). It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this Participating Addendum is the purchase of Copiers, Printers and Related Devices, pursuant the Nevada NASPO ValuePoint (formerly WSCA-NASPO) State Cooperative Contract Number 3091 for Copiers, Printers and Related Devices, (hereinafter the "Master Agreement"), which is hereby incorporated by reference and shall apply to purchases made under this Participating Addendum.
3. **Contract Term.** The period of Contractor's performance shall begin on September 1, 2016 and end on December 31, 2019, unless terminated earlier in accordance with the terms of this Participating Addendum or the Master Agreement.
4. **Prior Approvals.** In accordance with current State law, bulletins, and interpretations, this Participating Addendum shall not be binding until it has been approved by the Vermont Attorney General's Office, and the Secretary of Administration.
5. **Agreement; Amendment.** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) represents the entire agreement between the parties. No changes, modifications, or amendments in the terms and conditions of this Participating Addendum shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
6. **Attachments.** This Participating Addendum consists the following attachments which are incorporated herein and shall apply to the purchase of any products or services made under this Participating Addendum:
 - Attachment A: General Provisions of Contract
 - Attachment B: Payment Provisions
 - Attachment C: "Standard State Provisions for Contracts and Grants" effective 9/01/15
 - Attachment D: Standard State Provisions for Information Technology Contracts
 - Attachment E: Reserved
 - Attachment F: Reserved
 - Attachment G: Service Level Agreement (SLA)
 - Attachment H: Maintenance Agreement
7. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the provisions which constitute this agreement shall be resolved according to the following order of precedence:
 - 1) This Participating Addendum (with Attachment D primary, then Attachment C, then the remaining Attachments in alphabetical order, except for Attachments G and H)

2) The NASPO ValuePoint (formerly WSCA-NASPO) State Cooperative Contract Number 3091 for Copiers, Printers and Related Devices.

3) Attachments G and H to this Participating Addendum.

8. **Entire Agreement.** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

By signing below the Contractor agrees to offer the same products and/or services as on the Nevada ValuePoint (formerly WSCA- NASPO) State Cooperative Contract Number 3091 for Copiers, Printers, & Related Devices at prices equal to or lower than the prices on that contract.

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

| | |
|----------------------|--------------------------------|
| The State of Vermont | Contractor: Canon U.S.A., Inc. |
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

ATTACHMENT A: GENERAL PROVISIONS OF CONTRACT

1. **Available Products & Services:** The following products listed in the Master Agreement are available for purchase under this Participating Addendum:

GROUP A: CONVENIENCE COPIERS
GROUP B: PRODUCTION COPIERS
GROUP C: WIDE FORMAT COPIERS
GROUP D: PRINTERS
GROUP F: SCANNERS

The services as described in Attachment H for product groups A, B and C above are also available under this PA. For groups D and F, Canon USA's Exchange and Carry-In Product Limited Warranty will apply.

2. **Restrictions:** The following additional restrictions shall apply to the procurement under this Participating Addendum.

a. Where applicable, the State requires devices capable of memory storage to contain encryption software. DII or other internal State IT Department is responsible for the installation and support of the encryption software.

b. Effective July 1, 2010, the State hereby requires the vendor or the appropriate internal State IT Department to remove the hard drive from all devices with memory prior to the devices being removed from an agency and/or department of the State. Hard drive removal requirements also apply to devices being moved or transferred outside of a department or building, per the State's digital Media and Hardware Disposal Policy and Standard (<http://dii.vermont.gov/policy>) The vendor is responsible for physically handing the hard drive to the appropriate agency representative who will provide the vendor with a chain of custody form to be signed and dated reflecting that the hard drive has been removed and custody turned to the agency. Contractor will provide hard drive removal services at the price listed in the Master Agreement.

3. **Participation:** This Participating Addendum may be used by all departments, offices, institutions, and other agencies of the State of Vermont and counties (hereinafter "State Purchasers") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein.

Political subdivisions of the State of Vermont under 29 V.S.A. § 902(a) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education (hereinafter "Additional Purchasers") may participate in this contract at the same prices, terms and conditions. Further, items furnished to Additional Purchasers will be billed directly to and paid for by the Additional Purchaser. Neither the State of Vermont nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility or liability for Additional Purchasers. State Purchasers and Additional Purchasers are collectively referred to as "Purchasing Entities."

4. **Reporting:** Contractor shall submit quarterly reports electronically in the same format as set forth under the Master Agreement, detailing the purchasing of all items under this Participating Addendum. The reports shall be submitted and sent as an attachment to linda.wortman@vermont.gov. Reports shall contain accurate descriptions of the products, goods or services procured, purchaser information, quantities procured and prices paid. This report shall include all sales under this Participating Addendum. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including termination for cause. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

Quarterly reports must be submitted in accordance with the following schedule:

| Reporting Period | Report Due |
|-----------------------|------------|
| January 1 - March 31 | April 30 |
| April 1 - June 30 | July 31 |
| July 1 - September 30 | October 31 |

October 1 - December 31

January 31

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

Contractor

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

State of Vermont

| | |
|-----------|--|
| Name | State of Vermont, Linda Wortman |
| Address | 10 Baldwin Street, Montpelier, VT 05633-7501 |
| Telephone | 802/828-4658 |
| Fax | 802/828-2222 |
| E-mail | linda.wortman@vermont.gov |

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

6. **Orders:** Any order placed by the State or an Additional Purchaser for a product or service available under this Participating Addendum (hereinafter "Purchase Order") shall be deemed to be a sale governed by the prices and other terms and conditions of this Participating Addendum, provided that the Master Agreement number and the Participating Addendum Number must appear on every Purchase Order placed under this Participating Addendum.

Purchase Orders may only be placed directly through Contractor or through a subcontractor of the Contractor that is both approved by Contractor and authorized by the State of Vermont (hereinafter "Reseller"). A Reseller shall not solicit or otherwise fulfill any Purchase Order unless the Reseller (i) is an approved Fulfillment Partner listed on Contractor dedicated (cooperative contract) website as an entity approved by Contractor, in accordance with Contractor's established qualifying criteria, to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement on Contractor's behalf and (ii) has executed a separate agreement with the State that directly obligates Reseller to fulfill Purchase Orders in accordance with the terms and conditions set forth in this Participating Addendum and the Master Agreement. Resellers shall have all of the rights and obligations of "Contractor" under the Master Agreement and this Participating Addendum, including sole responsibility for fulfilling such orders. In the event of any disputes between a Reseller and a Purchasing Entity, Canon USA shall investigate, shall consult with Participating State and the Purchasing Entity as appropriate, and shall use commercially reasonable efforts to resolve the dispute.

Contractor may, in its sole discretion, add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation. Except as otherwise set forth in the Master Agreement, Contractor will not, directly or indirectly, restrict any Reseller's participation or ability to quote pricing for the State. Resellers shall not offer less favorable pricing discounts than the discounts established under the Master Agreement. However, a Reseller may offer any additional incremental discounts to the State or any Additional Purchaser, and such additional discounts, if offered, may be provided to the State or an Additional Purchaser in the discretion and at the sole legal obligation of the Reseller.

The Master Agreement number and the Participating Addendum Number must appear on every Purchase Order

placed under this Participating Addendum.

- a. **Method of Ordering for State Purchasers:** For any and all purchases made by State Purchasers under this Participating Addendum, a Purchase Order shall be issued when purchases are made.
- b. Written Purchase Orders must be used to order items available under this Participating Addendum. Verbal orders shall not be accepted by Contractor or Contractor's Fulfillment Partners unless or until a confirming Purchase Order is issued.
- c. This restriction is not applicable to Additional Purchasers.
- d. **No Lease Agreements:** State Purchasers are prohibited from leasing under this Participating Addendum. This restriction is not applicable to Additional Purchasers. Additional Purchasers are required to contact the Contractor directly in order to enter into a lease agreement.

The following pertains only to Additional Purchasers. Leases will be provided to Additional Purchasers under this Agreement from Canon USA's subsidiary, Canon Financial Services, Inc. ("CFS"), pursuant to the terms and conditions of the lease agreement as set forth as Exhibit A and as modified from time to time ("Lease Agreement"). Except as otherwise agreed to by the parties, Additional Purchasers may sign a Lease Agreement for the lease of only the equipment specified in the Lease Agreement at the time of execution, or Additional Purchasers may enter into a master Lease Agreement allowing for multiple lease orders from time to time. To initiate a lease, Additional Purchasers may issue an Order and reference the type of Lease Agreement (FMV, Operational, or Capital Lease) on the Order, and such Order may be issued directly to CFS or may be issued to the Reseller in which case the Reseller will assign the Order to CFS; or CFS may require the Additional Purchasers to sign a Lease Agreement. Notwithstanding anything to the contrary in this Participating Addendum, in the event of a conflict between an Additional Purchaser's executed Lease Agreement and this Agreement, the terms of the Additional Purchaser's Lease Agreement will supersede and control. Each Lease Agreement and each Order for leasing issued prior to the termination of this Participating Addendum shall survive the termination of this Participating Addendum for any reason whatsoever, and each Order to the extent for leasing shall be non-cancellable except to the extent if at all as provided in the Lease Agreement.

- e. **Delivery:** Liability for product delivery remains with the Contractor until the product is properly delivered and accepted in accordance with this Participating Addendum. Contractor shall ensure that shipments are securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Upon delivery, such containers will become the property of the State unless otherwise stated. If delivered goods do not conform to the Specifications, the Purchasing Entity shall notify Contractor that it is not accepting such goods in accordance with the procedures below. Upon Contractor's confirmation of such nonconformance, Contractor shall provide a replacement promptly.

A Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery non-acceptance of a Product or Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable if accepting testing and corresponding terms have been mutually agreed by both parties in writing.

- f. **Quality:** All products provided by Contractor under this contract will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the State. All products provided by Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to Contractor for credit at no charge to the State.
- g. **Business Associate Agreement (BAA), and the Agency of Human Services Standard State Contract Provisions:** The parties agree that the Business Associate Agreement (BAA) and the Agency of Human Services Standard State Contract Provisions, if applicable and as mutually negotiated, shall be incorporated into this

Participating Addendum as applicable.

ATTACHMENT B: PAYMENT PROVISIONS

1. **Payment Terms:** Net 30 from the date the State receives a valid, error-free invoice with full and complete supporting documentation.
2. **F.O.B. Delivered:** All equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.
3. **Pricing:** For all product offerings and complete details of product pricing, please refer to Pricing of the State of Nevada contract # 3091 on-line at: <http://www.naspovaluepoint.org/#/contract-details/56/contractor/280>

Contractor discounts are off the entire U.S. Global Price Lists as set forth in the PSS Discount Schedule. The discounts provided will remain valid for the Contract Term and will be applied as a discount off Contractor's then-current baseline Price List.

The discounts provided are floor discounts (minimum guarantees). Additional volume pricing is available and individual transactions may qualify for additional, incremental discounts/firm fixed pricing or incentives provided by Contractor's Authorized Resellers at their sole discretion. NASPO ValuePoint, the Participating States and/or the Participating Entities may also actively solicit Contractor's Authorized Resellers for deeper discounts than the minimum contract pricing as set forth in the Product and Services Discount Schedule. In any event, final transactional pricing shall be determined by the Authorized Resellers and not by Contractor; provided, however, that the minimum discounts set forth on the Cost Schedule are met.

4. **Invoicing:** Invoices shall be submitted on the Contractor's (or Reseller's) standard billhead and forwarded directly to the institution or agency ordering materials or services and shall specify the address to which payments will be sent.
5. **Purchasing Card:** The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.
6. **Expenses:** The State does not agree to reimburse Contractor for expenses.

ATTACHMENT C: STANDARD STATE PROVISIONS

FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence, Liability: [NEGOTIATED]** The Party will act in an independent capacity and not as officers or employees of the State. Contractor's obligations to defend and indemnify are as set forth in the Master Agreement, Section 14 (Indemnification), and Attachment D, Section 7, of this Participating Addendum.
7. **Insurance: [NEGOTIATED]** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
10. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services,

programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: [NEGOTIATED] The State may set off any sums which the Party owes the State as taxes against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
<http://bgs.vermont.gov/purchasing/debarment>

- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- 20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

ATTACHMENT D
STANDARD STATE PROVISIONS
FOR INFORMATION TECHNOLOGY CONTRACTS

1. ORDER OF PRECEDENCE; CONTRACTOR DOCUMENTATION.

The parties specifically agree that any language or provisions contained in a Contractor Document is of no force and effect if such language or provisions conflict with the terms of Attachment C or Attachment D to this Contract. Further, in no event shall any Contractor Document: (a) require indemnification by the State of the Contractor; (b) waive the State's right to a jury trial; (c) establish jurisdiction in any venue other than the Superior Court of the State of Vermont, Civil Division, Washington Unit; (d) designate a governing law other than the laws of the State of Vermont; (e) constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of State's sovereign status or under the Eleventh Amendment to the United States Constitution; (f) limit the time within which an action may be brought hereunder; or (g) require the State to maintain the confidentiality of the Contractor without regard to the laws of the State of Vermont.

For purposes of this Attachment D, "Contractor Document" shall mean one or more document, agreement or other instrument required by the Contractor in connection with the performance of the services set forth in Attachment A hereto, regardless of format, including any other paper or "shrinkwrap," "clickwrap" or other electronic version thereof.

No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in an amendment to this Contract.

2. TERM OF CONTRACTOR'S DOCUMENTS.

Contractor acknowledges and agrees that, to the extent a Contractor Document (excluding applicable lease terms) provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract.

3. OWNERSHIP AND LICENSE IN DELIVERABLES [Reserved]

4. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

4.1 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets; proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an

appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

4.2 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Party acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law. Before receiving or controlling State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep information of a confidential nature and information protected by state privacy statutes that is received and collected by Contractor in connection with this Contract ("State Data"). The Contractor agrees not to publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form or authorize or permit others to do so. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall use State Data only for the purposes of and in accordance with this Contract. The Contractor shall provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

4.3 Security of State Information. [Reserved]

4.4 Back-Up Policies: [Reserved]

4.5 Security Breach Reporting. To the extent Contractor is a “data collector” under this Agreement as defined in Chapter 62 of Title 9 of the Vermont Statutes (9 V.S.A. §2430(3)), it will meet applicable related laws. If applicable and in the event of any actual or suspected security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (including PII, PHI or ePHI) in any format or media, whether encrypted or unencrypted (for example, but not limited to: physical trespass on a secure facility; intrusion or hacking or other brute force attack on any State environment; loss or theft of a PC, laptop, desktop, tablet, smartphone, removable data storage device or other portable device; loss or theft of printed materials; or failure of security policies) (collectively, a “Security Breach”), and in accordance with 9 V.S.A. § 2435(b)(2), the Contractor shall notify appropriate State personnel of such Security Breach in accordance with applicable law.

The Contractor’s report shall comply with the requirements of applicable laws, which may include: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably required by the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes, HIPAA and/or HITECH) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Contractor’s security obligations or other event requiring notification under applicable law (“Notification Event”), the Contractor agrees to fully cooperate with the State and meet all applicable legal requirements related to such Notification Event.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage paid or reimbursed by the State directly resulting from a Security Breach to the extent caused by or resulting from the negligence or intentional misconduct of, or the unauthorized disclosure of State Data by, the Contractor, its officers, agents, employees, and subcontractors.

5 SUBCONTRACTORS

Subject to Section 6 of this Participating Addendum, Contractor shall be responsible for directing and supervising each of its subcontractors and any other person performing any of the Work under an agreement with Contractor; and Contractor shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing any of the Work under an agreement with Contractor or any subcontractor.

6 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

6.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor has adequate resources to fulfill its obligations under this Contract.

6.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) All products purchased or leased by State Purchasers and Additional Purchasers shall be entitled to the benefits of the generally available Canon warranty (or, in the case of third party products, the manufacturer's or developer's warranty), including all applicable warranty remedies.
- (ii) Each and all of the services shall be performed in a timely, diligent, professional and workpersonlike manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (iii) All goods supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all liens, claims, mortgages, security interests, liabilities and encumbrances or any kind; subject, however, to applicable leases and end user license agreements.
- (iv) Any time software is delivered to the State, whether delivered via electronic media or the internet, to Contractor's knowledge following reasonable inquiry, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

6.3 Limitation on Disclaimer. The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

6.4 Effect of Breach of Warranty. If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall provide at no additional cost of any kind to the State, the maintenance required by such warranty.

7 INDEMNIFICATION.

The Contractor acknowledges and agrees that the laws and the public policy of the State of Vermont

prohibit the State from agreeing to indemnify contractors and other parties. The Contractor agrees that, to the extent a Contractor Document expressly provides for or implies indemnification of the Contractor and/or other third parties by the State, such sections shall be waived and shall have no force and effect with respect to the State.

Notwithstanding anything to the contrary set forth in Attachment C of this Contract, the Contractor shall have no obligation to indemnify the state, its officers or employees from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of the State, its officers, employees or agents.

8 PROFESSIONAL LIABILITY INSURANCE COVERAGE.

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$2,000,000 per claim, \$3,000,000 aggregate, and first party Breach Notification Coverage of not less than \$2,000,000.

9 SOVEREIGN IMMUNITY. The Contractor acknowledges that the State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Contract.

10 DISPUTE RESOLUTION

10.1 Governing Law; Jurisdiction. The Contractor agrees that this Contract, including any Contractor Document, shall be governed by and construed in accordance with the laws of the State of Vermont and that any action or proceeding brought by either the State or the Contractor in connection with this Contract shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Contractor irrevocably submits to the jurisdiction of such court in respect of any such action or proceeding. Neither party shall be liable for attorneys' fees in any proceeding.

10.2 Contractor Default. The Contractor shall be in default under this Contract if Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services in conformance with the specifications and warranties provided in this Contract, or clearly manifests an intent not to perform future obligations under this Contract, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) days after delivery of the State's notice period, or such longer period as the State may specify in such notice.

10.3 State Default. State shall be in default under this Contract if State commits any material breach or default of any covenant, warranty, or obligation under this Contract and State fails to cure such failure within thirty (30) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

10.4 Trial by Jury. The Contractor acknowledges and agrees that public policy prohibits the State from agreeing to arbitration and/or from waiving any right to a trial by jury. Therefore, Contractor further acknowledges and agrees that, to the extent a Contractor Document expressly provides for

arbitration or waiver of the State's right to a jury trial of the Contractor and/or other third parties by the State, such sections shall be waived and shall have no force and effect with respect to the State.

10.5 Trade Secret, Patent, and Copyright Infringement. The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

10.6 Limits on Actions Prohibited. The Contractor acknowledges and agrees that 12 V.S.A. § 465 renders null and void any contractual provision which limits the time in which an action may be brought under the contract, or waives the statute of limitations.

10.7 Continuity of Performance. In the event of a dispute between the Contractor and the State, each party will continue to perform its obligations under this Contract during the resolution of such dispute (provided Contractor is being paid for work performed in accordance with the terms of the Contract) unless and until this Contract is terminated in accordance with its terms.

11 REMEDIES FOR DEFAULT;

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

12 TERMINATION.

12.1 Termination Assistance.

Upon nearing the end of the final term of this Contract, and without respect to either the cause or time of such termination, the Contractor shall take reasonable and measures to facilitate the transition to a successor provider, to the extent required by the State. The Contractor shall provide such information about the System as will be reasonably required by the State and/or the successor for purposes of planning the transition. The Contractor shall immediately provide historical invoices and related records to the State in a form and time frame agreed to by the parties.

12.2 Return of State Data. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to State all State Data that are in the possession or under the control of Contractor and, if specifically directed by the State, Contractor shall destroy all State Data in its possession, power or control in a manner that assures the State that the information is rendered unrecoverable.

12.3 No Waiver of Remedies. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

12.4 Contractor Bankruptcy. Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

13 ACCESS TO STATE DATA: [Reserved]

14 STATE FACILITIES.

14.1 During the term of this Contract, the State may make available to Contractor space in any State facility applicable to the Services, subject to the conditions that Contractor: (i) shall only use such space solely and exclusively for and in support of the Services; (ii) shall not use State facilities to provide goods or services to or for the benefit of any third party; (iii) shall comply with the leases, security, use and rules and agreements applicable to the State facilities; (iv) shall not use State facilities for any unlawful purpose; (v) shall comply with all policies and procedures governing access to and use of State facilities that are provided to Contractor in writing; (vi) instruct Contractor personnel not to photograph or record, duplicate, disclose, transmit or communicate any State information, materials, data or other items, tangible or intangible, obtained or available as a result of permitted use of State facilities; and (vii) return such space to the State in the same condition it was in at the commencement of this Contract, ordinary wear and tear excepted. State facilities will be made available to Contractor on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

14.2 Contractor Facilities. Contractor will be responsible for procuring, managing, maintaining and otherwise making available all Contractor Resources necessary to provide the Services in accordance with the Requirements hereunder. Contractor shall not impact services through any relocation of any Contractor facilities providing services pursuant to this Contract ("Contractor Facilities"). No Contractor Facility shall be located outside the United States.

15 AUDIT [Reserved]

16 CONFLICTS OF INTEREST

Contractor agrees that during the term of this Contract, its performance shall be solely in the best interest of the State. Contractor will not perform services for any person or entity which has also contracted with the State of Vermont in connection with the same project, without express written consent of the State. Contractor shall fully disclose, in writing, any such conflicts of interest, including the nature and extent of the work to be performed for any other person or entity so that the State may be fully informed prior to giving any consent. Contractor agrees that the failure to disclose any such conflicts shall be deemed an event of default under this Contract, and this Contract shall be terminable immediately.

17 MISCELLANEOUS

17.1 Taxes. Most State purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items.

The Contractor agrees to pay all Vermont taxes which may be due as a result of this Contract.

17.2 Force Majeure. Neither party shall be liable to the other for the failure or delay of performance of any obligation hereunder if such failure or delay is wholly or principally caused by acts or events beyond the nonperforming party's reasonable control making it illegal or impossible to perform their obligations under this Contract. The following events shall constitute Force Majeure for purposes of this Contract: acts of civil or military authority; fires, floods, earthquakes or other natural disasters;

war or riots; or government embargoes. The nonperforming party asserting Force Majeure must promptly notify the other party of the event giving rise to the Force Majeure. Performance shall only be excused hereunder if the nonperforming party can prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Contract, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

17.3 Marketing. Neither party to this Contract shall refer to the other party in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties.

18 LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THE PARAGRAPH IMMEDIATELY BELOW IN THIS SECTION 18, LIMITS OF LIABILITY FOR STATE CLAIMS WHICH MAY BE AGREED BY THE STATE SHALL NOT APPLY TO STATE CLAIMS ARISING OUT OF: (A) CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE; (B) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE STATE; (C) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (D) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (E) VIOLATIONS OF THE STATE OF VERMONT FRAUDULENT CLAIMS ACT. IN NO EVENT SHALL A LIMIT OF LIABILITY FOR STATE CLAIMS BE CONSTRUED TO LIMIT CONTRACTOR'S LIABILITY FOR THIRD PARTY CLAIMS AGAINST THE CONTRACTOR WHICH MAY ARISE OUT OF CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

NEITHER PARTY (INCLUDING, IN THE CASE OF CONTRACTOR, ITS RESELLERS) SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, OR DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT AND REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement.

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

[RESERVED]

ATTACHMENT F

AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

[RESERVED]

ATTACHMENT G

SERVICE LEVEL AGREEMENT (SLA)

1. Customer Level SLA

1.1 Purpose

The purpose of this Attachment is to define service levels; service credits for failures in the performance of the service levels; as well as provide the Customer with a defined replacement process for equipment performing below expectations.

1.2 Response Time - Fleet

Contractor agrees to maintain the following service levels defined below as targets:

| Group | Performance Criteria | Quarterly Uptime |
|-------|---|--|
| A/B | Average Uptime under 105ppm multifunctional devices (within servicing territory for each dealer) Includes | 95% or better over the 4 fixed quarterly intervals per year, for devices within Servicing Territory. (Excludes devices with rated speeds of 105ppm or greater) |
| A/B | Average Uptime Production Equipment 105ppm or greater (within servicing territory for each dealer) | 80% or better on all production equipment over the 4 fixed quarterly intervals per year on production level equipment within Canon's Servicing Territory. |
| C | Wide Format Devices PW900 CW650 PW340 CW900 PW500 | 95% or better over the 4 fixed quarterly intervals per year, for devices within Servicing Territory. |
| D | Printers (Color and Black & White) imageCLASS Models MF models imageRUNNER LBP | See Exchange /Carry-In Policy Attached |

| | | |
|---|--|--|
| | models have the same uptime as category A/B under 105ppm | |
| F | Scanners | See Exchange /Carry-In Policy Attached |
| | Average On-Site Response Time | 6 Hours or Less - over 6 fixed quarterly intervals per year, for devices within a servicing territory. Except exchange models if applicable. |
| | First Time Fix | 80% of all service calls or better |

These service levels will be measured on a quarterly basis between Contractor and the State.

Servicing Territory – 50 miles within the Authorized Servicer

Production Equipment - units with rated speeds 105 pages per min or faster and/or graphic production color units (excludes imageRUNNER color units).

Multifunctional Devices – Black and White units with rated speeds below 105 pages per minute and business color units (imageRUNNER color units are included in this classification).

1.3 Calculation of Service Level Points

Upon written request of the Customer, the Contractor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart for the previous quarter. These points will be added to produce a total Service Level score. This score will be used to determine the subsequent service credit according to the following schedule where the credit can be up to 4% of the previous quarter's service and supplies billing only (expressed as a negative %). Service credits will not apply to lease payments.

| | Target Level | Below Target 1 | Below Target 2 | Below Target 3 | Below Target 4 |
|---|---------------|----------------|----------------|----------------|----------------|
| Average Uptime | 98% or Higher | 97.9% - 96% | 95.9% - 94% | 94.9% - 94% | 93.9% or lower |
| Possible Points | 4 | 3 | 2 | 2 | 0 |
| Average On-Site Response Time (in Hours) | 4 or Less | 4.1 – 5 | 5.1 - 6 | 6.1 - 7 | 7.1 or more |

| | | | | | |
|------------------------|---------------|-------------|-------------|-------------|---------------|
| Possible Points | 4 | 3 | 2 | 2 | 0 |
| First Time Fix | 80% or Higher | 79.9% - 70% | 69.9% - 60% | 59.9% - 50% | Less than 50% |
| Possible Points | 4 | 3 | 2 | 2 | 0 |

1.4 Service Credits

The service credit shall be awarded to the Customer as a credit on the following period's service and supplies invoice.

| | Target Level | Below Target 1 | Below Target 2 | Below Target 3 | Below Target 4 |
|--|---------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Total Score | 12 – 10 | 9 – 7 | 6 - 4 | 3 – 1 | 0 |
| Service Credit as a percentage of quarterly service and supplies billings | 0% | -2.5% | -3.0% | -3.5% | -4.0% |

For All Multi-Function devices - B/W & Color

Average response time - Response time, as noted above, shall be calculated from the time the customer call is placed with our Dispatch department, until the time the Technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon holidays. For the individual location which has multiple machines and active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location.

For B/W units with rated speeds 105 pages per minute or faster and/or Graphic production color units (Excludes imageRUNNER color units)

Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria are calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon holidays, and exceptions outlined in the following sentence(s). Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.

For Groups A and B - Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria is

calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon holidays, and exceptions outlined below. Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.

Loaner Unit/Backup Production – If any unit in Groups A and B is inoperable for a period in excess of 72 hours, Contractor shall provide the Customer with either:

- i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or
- ii) Provide the Customer with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Contractor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

Prior to installing a substitute product, supplier will be allowed 90 days to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Contract. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier's payment requirements.

For groups D and F, The Exchange and Carry-Inn Product Limited Warranty would apply.

1.5 Additional Contractor Guarantees

1.5.1 **Training** – End-user training - Upon equipment installation shall be at no charge. Technical support training to include Network connectivity and print driver installation. Subsequent training shall be available on an ongoing basis during the contract at an additional charge. Scheduling of all training shall be mutually agreed upon during regular business hours.

1.5.2 **Invoicing** – Contractor shall maintain timely, accurate invoicing, less service run impressions, as defined below.

| Measurable | Service Level |
|--------------------|---|
| Timely Invoicing | Invoices will be submitted no later than the 25 th of the month immediately following the close of a billing period. |
| Accurate Invoicing | Invoices do not require any credits for miss-billing |

ATTACHMENT H
MAINTENANCE AGREEMENT

[See the two pages following this page 27. The remainder of this page is intentionally left blank.]

MAINTENANCE AGREEMENT
CSAP

Related Acquisition Agreement # _____

This transaction shall be governed in all respects by the Terms and conditions of contract # _____. Any terms and conditions which conflict with, vary from or supplement the Agreement terms shall be deemed null and void.

Salesperson _____ Order Date: ____/____/____

| | | | | | | | |
|--------------------------|------|--------------------------|--|--|------|--------------------------|--|
| Customer ("you"): | | Customer Account: | | Equipment Location: | | Customer Account: | |
| Company: | | | | Company: | | | |
| Address: | | | | Address: | | | |
| City: | | County: | | City: | | County: | |
| State: | Zip: | Phone #: | | State: | Zip: | Phone #: | |
| Contact: | | Fax #: | | Contact: | | Fax #: | |
| Email: | | | | For each unit of Equipment listed, you shall indicate specific contact and location (if different than above) in the table below or in any Addendum to this Agreement. | | | |

| | | | | | |
|---|--|--|--|---|--|
| Maintenance Billing Entity | | PO Required | | Meter Read Collection Options | |
| Base Charge: <input type="checkbox"/> Dealer <input type="checkbox"/> Canon Financial Services, Inc. ("CFS") | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | imageWARE Remote unless noted in table below* | |
| Per Image Charge: <input type="checkbox"/> Dealer <input type="checkbox"/> Canon Financial Services, Inc. ("CFS") | | PO# | | W = eManage website | |
| Base Charge Billing Cycle | | Initial Term | | Coverage Plan | |
| <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____ | | _____ Months (min. 12) | | <input type="checkbox"/> Per Unit <input type="checkbox"/> Fleet <input type="checkbox"/> Aggregate If adding the Equipment below to existing an Aggregate, provide either a contract # or serial # under Aggregate. | |
| Excess Per Image* Charge Billing Cycle | | Price Plan | | Consumables Inclusive | |
| <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____ | | <input type="checkbox"/> Standard <input type="checkbox"/> Fixed | | <input type="checkbox"/> Toner (excludes clear) <input type="checkbox"/> Other _____ | |

Subject to the terms and conditions of this Agreement, Dealer agrees to service the Equipment listed below or in any Addendum(s) to this Agreement at the charges stated herein or therein. For newly installed Equipment, the Start Date is provided in Paragraph 1 of the Additional Terms and Conditions. The Start Date for previously in place Equipment is ____/____/____.
*Each Image is equal to 1 printed page except for Océ brand Wide Format products in which case each Image is equal to one (1) square foot.

| Model | Serial # | Start Meter B & W Color | Covered Images per unit or Fleet included in Base Charge All aggregate images should be listed per unit. 6011/7011 Long Sheet | | | Per Image Charge in excess of Covered Images 6011/7011 Long Sheet | | | Base Charge per unit or Fleet | Alt Meter Method* |
|---------------------|----------|----------------------------|---|-------|------------|--|-------|------------|-------------------------------|-------------------|
| | | | B & W | Color | Long Sheet | B & W | Color | Long Sheet | | |
| | | | | | | | | | | |
| Contact: | | | Phone #: | | | Fax #: | | | | |
| Equipment Location: | | | | | | Email Address: | | | | |
| | | | | | | | | | | |
| Contact: | | | Phone #: | | | Fax #: | | | | |
| Equipment Location: | | | | | | Email Address: | | | | |
| | | | | | | | | | | |
| Contact: | | | Phone #: | | | Fax #: | | | | |
| Equipment Location: | | | | | | Email Address: | | | | |
| | | | | | | | | | | |
| Contact: | | | Phone #: | | | Fax #: | | | | |
| Equipment Location: | | | | | | Email Address: | | | | |

This transaction shall be governed in all respects by the Terms and conditions of contract # _____. Any terms and conditions which conflict with, vary from or supplement the Agreement terms shall be deemed null and void.

| | |
|---|----------|
| Subtotal from Supplemental Addendum | |
| CUSTOMER SATISFACTION POLICY | Subtotal |
| If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, Dealer in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, Dealer shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement and such maintenance services have not been canceled or terminated. | Tax |
| | Total |

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE MAINTENANCE SERVICES SPECIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF 2 PAGES INCLUDING THIS FACE PAGE, THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO, ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Customer's Authorized Signature _____
Printed Name _____ Title _____ Date _____

These are the additional terms and conditions referred to on the face page to which they are attached (such face page, and any addendum(s) hereto, collectively with these terms and conditions, the "Agreement").

1. **TERM.** Maintenance under this Agreement shall start on the date (the "Start Date") of installation for newly installed equipment (inclusive of standard embedded Canon brand software) (the "Equipment") covered under toner inclusive service. For all other newly installed Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the face page for all previously in place Equipment.
2. **CHARGES.** Base charges shall be billed in advance and per image charges, shall be billed in arrears. Invoices shall be due and payable within 30 days of the invoice date unless otherwise stated on the invoice. Applicable taxes shall be added to the charges. Fixed Price Plans shall not increase during the initial term. If you have selected CFS on the face page as the billing entity, your maintenance charges will appear on your periodic lease invoice along with standard lease charges. CFS will remit your payment of maintenance charges to DEALER upon receipt. (a) Consumables inclusive service includes replenishment of consumables specified on the face page for exclusive use with the Equipment. DEALER may terminate this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by DEALER, DEALER may invoice you for such excess usage. You may purchase additional toner from DEALER if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain DEALER's property and shall be returned promptly upon termination of this Agreement. (b) If you have selected the Fleet or Aggregate Coverage Plan, the Base Charge and the Covered Images shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on the face page that the Listed Items are being added to an existing Fleet Coverage Plan under a previous agreement between you and DEALER, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (c) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and DEALER, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (d) Unless otherwise indicated on the face page, you authorize DEALER to use networked features of the Equipment including imageWARE Remote to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. (e) You agree to provide meter readings to DEALER, if applicable, in accordance with the meter read option selected and DEALER's normal procedures. If you selected DEALER's eManage website, you shall complete DEALER's registration process governing access to and use of such website. DEALER may change your meter read options from time to time upon 60 days notice. If DEALER does not receive timely meter readings from you, you agree to pay invoices that reflect DEALER's estimates of meter readings. DEALER reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.
3. **COVERED SERVICE.** DEALER shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and DEALER's normal practice. Such service shall be performed during DEALER's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays).
 - (a) You shall afford DEALER reasonable access to the Equipment to perform on-site service. DEALER may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside DEALER's service territory. If, in DEALER's opinion, any Equipment cannot be maintained in good working order through DEALER's routine maintenance services, DEALER may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by DEALER in connection with maintenance services hereunder shall become the property of DEALER and you disclaim any interest therein. (b) DEALER shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment ("Embedded Software"), but: (i) only if such upgrades and bug fixes are provided to DEALER by the developers of such Embedded Software. You are not required to use DEALER for installation of any upgrades and bug fixes, but if installation is done by anyone other than DEALER, DEALER shall have no responsibility for any performance or other issues that may result from such installation. DEALER shall also use reasonable efforts to provide Level 1 support for the Embedded Software. Level 1 support consists of (i) providing help-line telephone assistance in operating the Embedded Software and identifying service problems and attempting to troubleshoot any such problems in the Embedded Software; (ii) escalating operating problems to the available developer of the Embedded Software as needed to rectify such problems, including facilitating contact between you and the developer of the Embedded Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same. Embedded Software as used herein does not include separately-priced application software supplied by DEALER to you under any separate acquisition agreement, and support therefor shall be solely governed by the provisions thereof.
4. **NON-COVERED SERVICE.** The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with DEALER's then current labor, parts and supply charges: (a) replacement of any consumable supply item not provided as part of toner inclusive service identified on the face page, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act,

- (c) negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which are not supplied by DEALER and which cause abnormally frequent service calls or service problems; service performed by personnel other than DEALER personnel; accident; use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation or relocation of Equipment; (d) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (e) work which you request to be performed outside of DEALER's regular business hours; or (f) repair of any network/system connection device, except when listed on face page.
5. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that DEALER is not storing Data on behalf of you and that exposure or access to the Data by DEALER, if any, is purely incidental to the services performed by DEALER. Neither DEALER nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to DEALER or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from DEALER at current rates an available option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 5 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and DEALER could be construed to apply to Data.