

- ii) Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:
    - 1) Any acquisition or return options, based on the type of lease or rental agreement;
    - 2) Any renewal options, if applicable; and/or
    - 3) Hard drive removal and surrender cost, if applicable.
  - iii) If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged, unless otherwise specified in a Participating State or Entity's Participating Addendum.
  - iv) If Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Product available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.
- b) **Payment.** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Products, or such later date as Contractor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.
  - c) **Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or \$1 Buyout Lease.
  - d) **Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV, \$1 Buyout or Straight Lease, and return the Equipment to the Contractor in good working condition (ordinary wear and tear excepted).
  - e) **Equipment Upgrade or Downgrade.** A Purchasing Entity may do an Equipment Upgrade or Downgrade on a lease or rental at any time throughout the term of the lease or rental agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Equipment Upgrade or Downgrade, but at no time shall the total cost of the Equipment Upgrade or Downgrade be less than the remaining stream of Equipment Payments.
  - f) **Non-appropriation of Funds.** The continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease or rental agreement, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.
  - g) **Assignment**
    - i) Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Product or any lease or rental agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).
    - ii) Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Product and/or these Lease or Rental Terms or any Order for



leases or rentals, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.

iii) No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.

**h) Early Termination Charges**

i) Except in the case of Non-appropriation of funds, FMV, \$1 Buyout, Straight and Short-Term Leases shall be subject to an early termination charge, and shall involve the return of the Equipment (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.

ii) Cancellable Rentals shall not exceed a termination charge of three (3) months of Total Monthly Payments, or as otherwise agreed to by the Participating State or Entity.

**i) Default.** Each of the following is a "default" under these lease and rental terms:

i) Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;

ii) Any representation or warranty made by Purchasing Entity in these lease or rental terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease or rental terms, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;

iii) Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;

iv) Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor's assets; or

v) Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity's assets.

**j) Remedies.** If a Purchasing Entity defaults on a rental or lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in this Master Agreement, and Participating Addendum, may do one or more of the following:

i) Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;

ii) Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor's bargain and not as a penalty, a sum equal to:

1) All past due payments and all other amounts payable under the lease or rental agreement;

2) All unpaid payments for the remainder of the lease or rental term, discounted at a rate equal to three percent (3%) per year to the date of default; and

3) Require Purchasing Entity to deliver the Product to Contractor per mutual arrangements.



## **4.6. Security Requirements**

### **4.6.1. Network and Data Security**

- a) Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.
- b) Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.
- c) Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

**4.6.2. Sensitive Information.** Sensitive information that is contained in any Legacy Equipment or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

**4.6.3. Data Breach.** Contractor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in Special Publication 800-61, Revision 2 (available at <http://dx.doi.org/10.6028/NIST.SP.800-61r2>) and includes, at a minimum, breach detection, breach notification, and breach response.

### **4.6.4. Authentication and Access**

- a) Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.
- b) Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.
- c) The credential information for any remote authentication method may not be maintained within the Device's memory.
- d) Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Equipment installation.

### **4.6.5. Hard Drive Removal and Surrender**

- a) Contractor shall ensure that all hard drive data is cleansed and purged (if capable) from the Device at the end of its Useful Life, or when any hard drive leaves the Purchasing Entity's possession; or
- b) At the Participating State or Entity's discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity's location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.
- c) If Contractor takes possession of any Device at the Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in



accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.

- d) Hard drive sanitation shall be at no expense to the Purchasing Entity; however, Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.
- e) If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, §4.6.5(a) shall apply.
- f) If a Contractor is removing another Manufacturer's Equipment, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this Subsection are met to the best of their abilities.

#### **4.7. Equipment Demonstration Requirements**

4.7.1. Contractor must offer trial or demonstration Equipment for Group A, Group B, and if requested by the Purchasing Entity, Group C, Group D, and Group F.

4.7.2. Trial or demonstration Equipment may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase, lease, or rental.

4.7.3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:

- a) The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
- b) The meter count on Group C Devices not exceed 50,000 copies total (i.e. b&w and color combined);
- c) The Device must be discounted by at least 5% off of this Master Agreement pricing for that same Device; and
- d) The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.

4.7.4. Any trial or demonstration period shall not exceed thirty (30) calendar days.

#### **4.8. Shipping and Delivery Requirements**

4.8.1. All Orders, regardless of quantity, shall be delivered to the Purchasing Entity within thirty (30) calendar days after Contractor receipt of Order, unless otherwise specified by a Purchasing Entity.

4.8.2. Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.

4.8.3. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. The minimum shipment amount, if any, will be found in the special terms and conditions. Any Order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.



- 4.8.4. Responsibility and liability for loss or damage shall transfer to the Purchasing Entity upon delivery of the Product, except as to material defects, fraud and Contractor's warranty obligations, which shall remain with the Contractor.
- 4.8.5. All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State.
- 4.8.6. It shall be the responsibility of the Contractor to be aware of the delivery days and receiving hours for each Purchasing Entity.
- 4.8.7. The Purchasing Entity shall not be responsible for any additional charges, should the Contractor fail to observe specific delivery days and receiving hours.
- 4.8.8. The delivery days and delivery hours shall be established by the Purchasing Entity at the time of Order placement.
- 4.8.9. All deliveries, with the exception of drop-shipped or desktop Products, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- 4.8.10. Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label.
- 4.8.11. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.
- 4.8.12. **Laws and Regulations.** Any and all Products and Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

#### **4.9. Equipment Installation Requirements**

- 4.9.1. Prior to Order acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:
  - a) Air conditioning;
  - b) Electrical;
  - c) Special grounding;
  - d) Cabling;
  - e) Space;
  - f) Humidity and temperature limits; and
  - g) Other considerations critical to the installation.
- 4.9.2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.



- 4.9.3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.
- 4.9.4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.
- 4.9.5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer. In addition, Contractor may charge for expedited shipping.
- 4.9.6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation which shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Equipment.
- 4.9.7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

#### **4.10. Inspection and Acceptance**

- 4.10.1. All Products are subject to inspection at reasonable times and places before Acceptance.
- 4.10.2. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option:
  - a) Declare Contractor to be in breach and terminate the Order;
  - b) Demand replacement Product from Contractor at no additional cost to Purchasing Entity; or,
  - c) Continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met.
- 4.10.3. Purchasing Entity shall confirm delivery, installation and Acceptance of all Products covered by each purchase, lease, or rental Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in Exhibit B (Sample D&A Certificate), which shows Acceptance of the Product(s) and allows Contractor to invoice for the Product(s).
- 4.10.4. Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Product is installed, or as otherwise stated in a Participating Addendum.
- 4.10.5. Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Products are put to use. Acceptance of such Products may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting



expense incurred by the Purchasing Entity in relation to the preparation and shipping of Product(s) rejected and returned, or for which Acceptance is revoked.

#### **4.10.6. Transfer of Title**

- a) Contractor shall have exclusive title to the Products being delivered and the Products shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:
  - i) Purchasing Entity up-front purchase of the Device;
  - ii) Purchasing Entity exercising the purchase option at the end of a Fair Market Value Lease;
  - iii) Upon expiration of a Purchasing Entity's \$1 Buyout Lease; or
  - iv) Purchasing Entity has secured Third Party financing and payment is being made directly to the Contractor by the Purchasing Entity.
- b) Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

**4.10.7.** If any Services do not conform to Contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in conformity with Contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and reduce the Contract price to reflect the reduced value of Services performed.

#### **4.11. Warranty Requirements**

**4.11.1.** The Warranty period shall begin upon Acceptance of the Products, and shall be for a minimum of ninety (90) days for purchase, lease and rental Equipment, regardless of whether Purchasing Entity has elected to enter into a Maintenance Agreement.

**4.11.2.** Three Year Performance Guarantee: The performance and operation of any new Sharp MFD acquired under the Master Agreement shall be guaranteed for 3 years from the date of installation as long as the Purchasing Entity has maintained a full Service Maintenance Agreement with the Contractor or their Authorized Dealer, using only Sharp Supplies and parts. If the MFD is not performing within the Device's design specifications and cannot be repaired by Contractor or their Authorized Dealer, then Contractor shall replace the Equipment with a like model with comparable features.

**4.11.3.** Devices that are sold under this Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.

**4.11.4.** Products shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.

**4.11.5.** If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractors obligations shall be limited solely to the repair or replacement of Products proven to be defective upon inspection.

**4.11.6.** Replacement of Products shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.



- 4.11.7. Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.
- 4.11.8. Upon significant failure of a Product, the warranty period shall commence again for the same amount of time as specified in §4.11.1. Significant failure shall be determined by the Participating State.
- 4.11.9. Contractor warranty obligations shall not apply if:
- a) Product is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;
  - b) Product is damaged by accident or misuse;
  - c) If a defective or non-Contractor authorized Accessory, Supply, software, or part is attached to, or used in the Device;
  - d) The Equipment was maintained using other than genuine Sharp supplies and parts; and
  - e) The Device is relocated to any place where Contractor Services are not available.
- 4.11.10. Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.
- 4.11.11. It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.
- 4.11.12. **Lemon Clause**
- a) This clause shall apply to all Devices that are purchased, leased, or rented under this Master Agreement.
  - b) This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.
  - c) The application period is thirty-six (36) months from the date of Acceptance.
  - d) This clause shall take precedence over any other warranty or Services clauses associated with this Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.
  - e) A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.
  - f) Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a like-for-like Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

#### 4.12. Customer Service

- 4.12.1. **Key Personnel.** Contractor shall ensure that staff has been allocated appropriately to ensure compliance with this Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and



knowledge with successful implementation and management of a national cooperative contract. Contractor shall ensure that there is always a single point of contact for the following positions:

- a) **Master Agreement Contract Administrator** - the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to this Master Agreement;
- b) **NASPO ValuePoint Reporting Contact** - Responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;
- c) **Master Agreement Marketing Manager** - Responsible for marketing this Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and
- d) **National Service Manager** - Responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position works with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.

4.12.2. Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, status of Orders, customer complaints and escalated issues.

4.12.3. Contractor shall provide full Service and support for Products during Normal Business Hours.

4.12.4. Contractor shall have a designated customer service team who will be available by phone (via local or toll free number), fax, or email during Normal Business Hours.

4.12.5. Customer service representatives shall have online access to account information and will respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

## 5. ADMINISTRATION OF ORDERS

### 5.1. Ordering and Invoicing Specifications

5.1.1. Master Agreement Order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

5.1.2. Contractor shall accept procurement credit cards as a form of payment from Purchasing Entity, with no additional charge or fee assessed.

5.1.3. Contractor shall provide a centralized billing option, upon request, and at the discretion of a Participating State or Entity.

5.1.4. Authorized Dealers may invoice the Purchasing Entity directly, unless otherwise specified in a Participating Addendum.

5.1.5. Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.

5.1.6. Contractor may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.



- 5.1.7. Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.
- 5.1.8. This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other contractors having a NASPO ValuePoint Master Agreement, on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may, in its sole discretion, determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- 5.1.9. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Products, and/or Services contemplated by this Master Agreement.
- 5.1.10. Contractor shall not begin work without a valid purchase order or other appropriate commitment document compliant with the law of the Purchasing Entity.
- 5.1.11. Orders must be placed consistent with the terms of this Master Agreement, and only during the term of this Master Agreement.
- 5.1.12. All Orders pursuant to this Master Agreement, at a minimum, shall include:
- a) Name of Purchasing Entity;
  - b) The name, phone number, and address of the Purchasing Entity representative;
  - c) Order date;
  - d) Description of the Product and/or Service ordered;
  - e) Model number;
  - f) Serial number;
  - g) Price;
  - h) This Master Agreement number; and
  - i) Any additional information required by the Participating Entity.
- 5.1.13. All software Orders must reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.
- 5.1.14. All communications concerning administration of Orders placed shall be furnished solely to the authorized individual within the Purchasing Entity's location, or to such other individual identified in writing in the Order.
- 5.1.15. Contractor shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per §4.10.3.
- 5.1.16. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.



- 5.1.17. Internet-based Portal and Electronic Catalogs.** If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:
- a) The internet-based portal or electronic catalog shall clearly designate that the Products are part of this NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;
  - b) All Environmentally Preferable Products (EPP) shall be clearly listed;
  - c) If the Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;
  - d) All information made available through the Participating State or Entity's eCommerce system is accurate and complies with this Master Agreement and the Participating Addendum; and
  - e) Paper catalogs or catalogs on other digital media must be supplied to the Participating State or Entity upon request.

**5.1.18.** Substitutions are not allowed. If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on this Master Agreement Price List.

**5.1.19.** Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery Order arrangement priced against this Master Agreement, may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery Order agreement.

- 5.1.20.** Contractor's process for resolving disputed invoices, issuing refunds and/or credit, and addressing over-payments as well as Product returns is as follows:
- a) Purchasing Entity shall contact the Contractor via email or the 800 customer service number provided on the invoice;
  - b) If the Customer Service team is not able to resolve the issue, then the call will be escalated to the appropriate Contractor representative;
  - c) In the event of over-payment or if a credit has been issued for a Product return, Contractor shall apply the over-payment as a credit towards any open invoices. If there are no open invoices, then Contractor shall issue a refund to the Purchasing Entity.

In all instances of dispute resolution, the Purchasing Entity may contact the Participating State Contract Administrator, or the Lead State for assistance in resolving the dispute.

## **5.2. Payment**

Payment for completion of a Contract Order is normally made within thirty (30) days following the date the entire Order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days, the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance.



## 6. GENERAL PROVISIONS

### 6.1. Insurance

- 6.1.1.** Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.
- 6.1.2.** Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
- a)** Commercial General Liability covering premises operations, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence, \$2 million general aggregate, \$2 million Products and completed operations aggregate and \$50,000 any one fire. If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.
  - b)** Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$2,000,000.
  - c)** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
  - d)** Automobile Liability covering any auto (including owned, hired and non-owned), with a minimum limit of \$1,000,000 each accident combined single limit.
- 6.1.3.** Contractor shall pay premiums on all insurance policies. Contractor may suffice the above limits through a combination of primary and excess liability policies.
- 6.1.4.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:
- a)** Names the Participating States identified in the Request for Proposal as additional insured's, and;
  - b)** Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.
- 6.1.5.** Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy



number, limits of liability, exclusions and endorsements). Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

6.1.6. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

## 6.2. Records Administration and Audit

6.2.1. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or Orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any Order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

6.2.2. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement or Orders, or underpayment of fees found as a result of the examination of the Contractor's records.

6.2.3. The rights and obligations herein right exist in addition to any quality assurance obligation in this Master Agreement requiring the Contractor to self-audit Contract obligations and that permits the Lead State to review compliance with those obligations.

## 6.3. Confidentiality, Non-Disclosure, and Injunctive Relief

6.3.1. **Confidentiality.** Contractor acknowledges that it and its employees or Authorized Dealers may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or Authorized Dealers in the performance of this Master Agreement, including, but not necessarily limited to:

a) Any Purchasing Entity's records;

b) Personnel records;

c) Information concerning individuals is Confidential Information of Purchasing Entity. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that:

i) Is or becomes (other than by disclosure by Contractor) publicly known;

ii) Is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement;

iii) Is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement;



- iv) Is obtained from a source other than Purchasing Entity without the obligation of confidentiality;
- v) Is disclosed with the written consent of Purchasing Entity; or
- vi) Is independently developed by employees, Dealers or Subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

**6.3.2. Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and Authorized Dealers of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

**6.3.3. Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

**6.3.4. Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

**6.3.5.** The rights granted to Purchasing Entities, and the Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to §6.2, **Records Administration and Audit**. To the extent permitted by law, Contractor shall notify the Lead State of any entity seeking access to the Confidential Information described in this subsection.

#### **6.4. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a non-exclusive, perpetual, irrevocable, unlimited license to use, modify, or dispose of the Intellectual Property and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense,



on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

**6.5. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

**6.6. Assignment/Subcontracts**

**6.6.1.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

**6.6.2.** The Lead State reserves the right to assign any rights or duties, including written assignment of Contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

**6.7. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's Key Personnel, in writing within ten (10) calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed in the Contractor's proposal.

**6.8. Independent Contractor**

**6.8.1.** Contractor shall perform duties as an Independent Contractor, and not as an employee. Neither the Contractor nor any employee or Authorized Dealer of the Contractor, shall be or deemed to be an employee of the Lead State, NASPO ValuePoint, and/or any Participating State or Entity.

**6.8.2.** Contractor acknowledges that its employees are not entitled to unemployment insurance benefits unless the Contractor or a Third Party provides such coverage, and that the Lead State, NASPO ValuePoint and any Participating State or Entity does not pay for or otherwise provide such coverage.

**6.8.3.** Contractor shall have no authority to bind the Lead State, NASPO ValuePoint and any Participating State or Entity to any agreements, liability, or understanding except as may be expressly set forth in this Master Agreement, Participating Addendum or an Order.

**6.9. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of this Master Agreement.

**6.10. Defaults and Remedies**

**6.10.1.** The occurrence of any of the following events shall be an event of default under this Master Agreement:

- a) Nonperformance of contractual requirements; or
- b) A material breach of any term or condition of this Master Agreement; or
- c) Any certification, representation or warranty by Contractor in this Master Agreement that proves to be untrue or materially misleading; or



- d) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- e) Any default specified in another section of this Master Agreement.

6.10.2. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part, if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis.

6.10.3. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- a) Exercise any remedy provided by law;
- b) Terminate this Master Agreement and any related Contracts or portions thereof;
- c) Impose liquidated damages as provided in this Master Agreement;
- d) Suspend Contractor from being able to respond to future Solicitations;
- e) Suspend Contractor's performance; and
- f) Withhold payment until the default is remedied.

6.10.4. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in this Master Agreement, in addition to those set forth in its Participating Addendum.

6.10.5. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

#### 6.11. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or an Order.

#### 6.12. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement,



attach a written explanation for review by the Lead State.

### **6.13. Indemnification**

**6.13.1.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or Subcontractors or volunteers, at any tier, relating to the performance under this Master Agreement.

**6.13.2. Indemnification – Intellectual Property.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

**6.13.3.** The Contractor's obligations under this section shall not extend to any combination of the Product with any other Product, system or method, unless the Product, system or method is:

- a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;
- b) Specified by the Contractor to work with the Product;
- c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available Product, system or method capable of performing the same function; or
- d) It would be reasonably expected to use the Product in combination with such Product, system or method.

**6.13.4.** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### **6.14. No Waiver of Sovereign Immunity**

**6.14.1.** In no event shall this Master Agreement, any Participating Addendum or any Contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.



**6.14.2.** This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**6.15. Governing Law and Venue**

**6.15.1.** The construction and effect of this Master Agreement shall be governed by the laws of the Lead State. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

**6.15.2.** The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

**6.15.3.** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

**6.16. Assignment of Antitrust Rights**

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any Goods or Services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.



**6.17. Contract Provisions for Orders Utilizing Federal Funds**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.



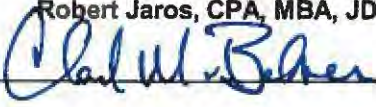
**THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT**

\* Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.

<p><b>CONTRACTOR</b> <b>Sharp Electronics Corporation</b></p> <p>By: Mike Marusic Title: President and CEO</p> <p>By:  _____ *Signature</p> <p>Date: <u>8/10/19</u></p>	<p><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Personnel &amp; Administration State Purchasing &amp; Contracts Office Kara Veitch, Executive Director</p> <p>By:  _____ John Chapman, State Purchasing Manager</p> <p>Date: <u>8/20/19</u></p>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

<p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By:  _____</p> <p>Date: <u>8/21/19</u></p>
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## **EXHIBIT A, PRICE LISTS**

**Group A Price List** (posted as separate file)  
**Group B Price List** (posted as separate file)  
**Group C Price List** (posted as separate file)  
**Group D Price List** (posted as separate file)  
**Group F Price List** (posted as separate file)  
**Supplies Price List** (posted as separate file)  
**Software Price List** (posted as separate file)  
**MPS Price List** (posted as separate file)



**EXHIBIT B, SAMPLE D&A CERTIFICATE**

**NASPO VALUEPOINT MASTER AGREEMENT NO. 140603  
AND THE STATE OF Insert Name of Participating State PARTICIPATING  
ADDENDUM NO.  
WITH Sharp Electronics Corporation**

To: Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

**Insert name of Purchasing Entity**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**EXHIBIT C, AUTHORIZED DEALERS BY STATE**

**Sharp Dealer List (posted as separate file)**



**EXHIBIT D, AUTHORIZED DEALER FORM**

**Manufacturer Name:** \_\_\_\_\_

(Check one)

- The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Copiers and Managed Print Services Master Agreement.
- The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Copiers and Managed Print Services Master Agreement for the following reason:

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: \_\_\_\_\_  
(Contractor Representative)

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Authorized Dealer Representative)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print First and Last Name of Authorized Dealer Representative)



## EXHIBIT E, NASPO VALUEPOINT DETAILED SALES REPORTING TEMPLATE



NASPO ValuePoint  
Detailed Sales Repo



## ATTACHMENT A, SHARP MASTER LEASE AGREEMENT



<b>Master Lease Number:</b>	<b>Customer's Federal Tax ID#:</b>
<b>Customer Name (exact registered name if a corporation, LLC or LP):</b>	<b>Customer's Address (principal place of business):</b>
<b>Customer's d/b/a (if any):</b>	<b>Customer's Main Business Phone Number:</b>

In this Master Lease Agreement, as it may be amended from time to time (the "Master Agreement"), the words "You" and "Your" mean the Customer named above. "We," "Us" and "Our" mean Sharp Leasing USA Corporation ("SLUSA"). "Schedule" means a document, in the form attached hereto as Exhibit A or such other form as We may accept in Our sole discretion, to be entered into between You and Us for each individual transaction entered into between You and Us pursuant to this Master Agreement. "Sharp" means Sharp Electronics Corporation (either directly or through one of its branch dealers), the supplier of the Equipment to You. *This Master Agreement, each Schedule and the other documents executed or delivered by Us in connection herewith and therewith represent the final and only agreement between You and Us regarding the subject matter herein and therein and shall supersede any other oral or written agreements between You and Us. This Master Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase agreement or other agreement between You and Sharp) are not binding on Us.* This Master Agreement and each Schedule may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Master Agreement and agree that a facsimile or other copy containing Your faxed or copied signature shall be as enforceable as the original executed Master Agreement. You hereby represent that this Master Agreement is legally binding and enforceable against You in accordance with its terms.

**1. LEASE OF EQUIPMENT - GENERAL.** Each Schedule executed by You (and to be executed by You in the future) represents your agreement to lease from Us the personal property listed therein (together with all existing and future accessories, attachments, replacements, additions and embedded software, the "Equipment"), upon the terms stated in such Schedule and this Master Agreement, the terms and conditions of which are incorporated by reference into the Schedule (collectively, a "Lease"). Each Schedule, including the terms and conditions incorporated therein by reference, shall be considered a separate and independent Lease. If the Equipment includes any software, You agree that (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Master Agreement and the related Schedule. The initial term of each Lease will begin on a date designated by Us after We accept it (the "Commencement Date") and will continue for the number of months shown on such Schedule ("Initial Term"). You promise to pay to Us the periodic payments shown on each Schedule in accordance with the payment schedule set forth therein, plus all other amounts stated herein and therein. Each Schedule is binding on You as of the date You sign it. After You sign a Schedule, We may (i) insert the Schedule or contract number thereon and any other information missing in such Schedule. (ii) lease payment may be adjusted downward if the actual cost of the equipment is less than the original estimate provided to the Lessee.

**2. NON-CANCELABLE TERM; AUTOMATIC RENEWAL.** As used herein, "Present Term" means the term presently in effect at any time with respect to a Lease, whether it is the Initial Term or a Renewal Term (as defined below). With respect to each Lease, You shall notify Us in writing at least 30 days before the end of the Present Term (the "Notice Period") that You intend to return the Equipment at the end of such Present Term or enter into a Renewal Term, per the terms and conditions outlined in the Master Agreement. Should you choose to renew the Lease, then the payment amount and other terms of such Lease will continue to apply. If You do notify Us in writing within the Notice Period that You intend to return the Equipment at the end of the Present Term, then, promptly upon the expiration of such Present Term, You shall return the Equipment pursuant to Section 13 below. Each Lease is non-cancelable during the Initial Term and any Renewal Term.

**3. UNCONDITIONAL OBLIGATIONS.** With respect to each Lease, You agree that: (a) We are a separate and independent company from Sharp, the manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (b) no statement, representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Master Agreement or any Schedule; (c) You, not We, selected all Equipment and the Vendors based on Your own judgment; (d) Your duty to perform Your obligations under this Master Agreement and each Schedule is unconditional and irrevocable despite any failure of any Equipment, the existence of any law restricting the use of any Equipment, or any other adverse condition; (e) if You are a party to any maintenance, service, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Master Agreement or any Schedule (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), We have no obligations to You under such contract, and no breach by any Vendor will excuse You from performing Your obligations to Us under this Master Agreement or any Schedule; and (f) if the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to perform all of Your obligations to Us.

**THE TERMS OF THIS MASTER AGREEMENT ARE CONTINUED ON THE REVERSE SIDE / NEXT PAGE. DO NOT SIGN THIS CONTRACT BEFORE YOU READ AND UNDERSTAND IT. PLEASE SEEK LEGAL COUNSEL BEFORE SIGNING IF YOU HAVE QUESTIONS.**

<b>Customer:</b> By: <b>X</b> _____ Date: ____ / ____ / ____ Print name: _____ Title: _____	Accepted by Sharp Leasing USA Corp., Mahwah, New Jersey By: _____ Acceptance Date: ____ / ____ / ____ (to be filled in by Sharp Leasing USA Corp.)
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4. **PAYMENTS.** The payments due pursuant to each Schedule, plus applicable taxes and other charges provided for herein and in the Schedule, shall be due and payable by the due date set forth in Our invoice to You. The payments due under a Schedule may include additional copy charges at the "Overage Copy Charge" rate specified in the Schedule for copies in excess of the Monthly Copy Allowance provided in the Schedule. You agree to (a) provide Us or Sharp by telephone or facsimile with the actual meter readings whenever You are requested to do so, (b) allow Us or Sharp to attach an automatic meter reading device to the Equipment, which meter reading device You will not remove or alter without approval from Us or Sharp, and/or (c) give Us or Sharp access to the Equipment to obtain meter readings or audit the meter reading device. If We or Sharp request You to provide meter readings and You fail to do so within 7 days of the date of such request, then (i) the number of copies used by You may be estimated by Us or Sharp and We will invoice You accordingly, and (ii) We will adjust the estimated charge for excess copies upon receipt of actual meter readings. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future Governmental Charge (as defined in Section 10 below) that You pay with respect to a Lease is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to past-due amounts, and the unused portion will be returned to You within 90 days after the end of this Lease. If We do not receive a payment within forty-five (45) days of the due date, You shall pay (i) a fee equal to 1% per month of the outstanding balance. If any check is dishonored, You shall pay Us a fee of \$20.00. Promptly following Our request, from time to time, You shall furnish Us with current financial statements.

5. **INDEMNIFICATION.** With respect to each separate Lease, You agree to indemnify and defend Us against, and hold Us harmless for, any and all claims (including but not limited to claims for personal injury and death), actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of any Equipment. This obligation shall survive the termination of this Master Agreement and each Schedule.

6. **NO WARRANTIES. WE ARE LEASING ALL EQUIPMENT TO YOU "AS IS".** We have not made and we hereby disclaim any and all warranties, express or implied, arising by applicable law or otherwise, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. We hereby transfer to You, without recourse to Us, all automatically transferable warranties, if any, made to Us by the Vendor(s) of the Equipment. You agree that each Lease is a "finance lease" under the Uniform Commercial Code (the "UCC") unless otherwise expressly stated in the related Schedule or as provided by law. To the extent permitted by law, You hereby waives any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by some or all of the Vendor(s) in connection with or as part of the contracts (if any) by which We acquire Equipment from such Vendor(s). You may contact such Vendor(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. If it is determined that any Lease is a lease intended as security and/or the related Schedule grants to You a \$1.00 purchase option, then You hereby grant to Us a security interest in the related Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment.

7. **DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT.** Sharp will install (and, with Our prior consent, remove) the Equipment in accordance with Sharp's service policies. You are responsible for all Equipment maintenance. You shall not remove any Equipment from the Equipment location specified in the related Schedule unless You first get Our permission. You shall give Us access to each Equipment location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith, and as outlined in the Master Agreement, whether performed prior to or after the Commencement Date of the related Lease. Unless otherwise stated in the related Schedule or as provided by law, We will own and have title to all Equipment (excluding any software) during each Lease. You agree that all Equipment is and shall remain personal property. Without Our prior written consent, You will not permit it to become (i) attached to real property or (ii) subject to any liens or encumbrances. You represent that all Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You shall use all Equipment in accordance with all laws, operation manuals, any service contracts and insurance requirements, and shall not make any permanent alterations to it. At Your cost, You shall keep all Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. **LOSS; DAMAGE; INSURANCE.** With respect to each Lease, You shall, at all times during the Initial Term and any Renewal Term, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee," and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as "additional insured." You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of such Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date of any Lease, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an Insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums, (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than the amount You would pay if You obtained Property and Liability Insurance on Your own.

9. **ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Master Agreement or any Schedule, or Transfer or sublease any Equipment, in whole or in part. We may, upon prior written notice to You, Transfer Our interests in any Equipment and/or this Master Agreement or any Schedule, in whole or in part, to a third party ("New Owner"), and if so, the New Owner will, to the extent of the Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). You agree not to assert against the New Owner any claim or defense You may have against Us or any predecessor in interest.

10. **TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales and personal property taxes, and excluding only taxes based on Our income), fees, assessments, license and registration fees and other governmental charges relating to this Master Agreement, each Schedule and/or the related Equipment (collectively "Governmental Charges"). You agree to promptly pay Us, on demand, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You agree to pay Us a fee for preparing and filing personal property tax returns, and You agree not to file any personal property tax returns. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a processing fee of \$75.00 (or as otherwise agreed) per Lease to cover Our investigation and other administrative costs in originating such transaction. You also agree to pay Us a fee, in accordance with Our current fee schedule, which may change from time to time, for additional services We may provide to You at Your request. You agree that the fees set forth in this Master Agreement may include a profit.



11. **SAVINGS CLAUSE.** If any amount charged or collected under this Master Agreement or any Lease is greater than the amount allowed by law, including, without limitation, any amount that exceeds applicable usury limits (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder.

12. **DEFAULT.** With respect to each Lease, You will be in default if You (1) fail to pay any amount due within 15 days of the due date, (2) breach or attempt to breach any other term, representation or covenant set forth herein, the related Schedule or in any other agreement between You and Us, (3) die (if You are an individual), go out of business or commence dissolution proceedings, (4) become insolvent, admit Your inability to pay Your debts, make an assignment for the benefit of Your creditors (or enter into a similar arrangement), file (or there is filed against You) a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (5) suffer an adverse change in Your financial condition and, as a result thereof or for any other reason, We deem Ourselves insecure. If You default, We may do any or all of the following with respect to any one or more Schedules: (A) cancel the related Lease, (B) require You to return the Equipment pursuant to Section 13 below, (C) take possession of and/or render the Equipment (including any software) unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law, (D) require You to pay to Us, on demand, an amount equal to the sum of (i) all payments and other amounts then due and past due, (ii) all remaining payments for the remainder of the then Present Term thereof discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of the Lease (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) Time-Value Interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid, and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under a Lease shall not constitute a waiver thereof. If We are holding any money belonging to You at any time during a Lease, You agree We may retain and utilize such money to cure any default by You under any Lease.

13. **RETURN OF EQUIPMENT.** If You are required to return any Equipment pursuant to the terms hereof, You shall, at Our expense, promptly send the Equipment to a location(s) designated by Us. The Equipment must be received in Good Condition (as defined in Section 7). If the Equipment is not received within 30 days of the date of demand, You agree to continue paying the scheduled payments and all other amounts due pursuant to the related Schedule until it is received by Us.

14. **APPLICABLE LAW; VENUE; JURISDICTION.** Each Lease shall be deemed to be performed in Bergen County, New Jersey (Our principal place of business and where We will administer Your account). This Lease shall be governed by the laws of the State of New Jersey, but without regard to New Jersey's choice-of-law laws. All legal actions relating to this Lease shall be filed and adjudicated exclusively in a state or federal court located in Bergen County, New Jersey. You hereby agree not to object to such venue, and You consent to personal jurisdiction in such courts. You and We hereby waive Your and Our respective rights to a trial by jury in any legal action. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.



**ATTACHMENT B, SHARP SERVICE MAINTENANCE AGREEMENT**



**SHARP NATIONAL ACCOUNT PROGRAM  
SNAP FULL SERVICE MAINTENANCE AGREEMENT**

Sharp Electronics Corporation ("Sharp") agrees with the undersigned customer ("Customer") to provide maintenance service for the Sharp brand equipment and accessories described on the attached Schedule(s) ("Equipment") subject to the terms and conditions set forth on the reverse side hereof.

**CUSTOMER:**

**CustomerName:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_  
**State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Person to Contact:** \_\_\_\_\_  
**Tel.:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**SEND INVOICE TO:**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_  
**State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Person to Contact:** \_\_\_\_\_  
**Tel.:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**AGREED TO BY:**

**CUSTOMER**

**BY:** \_\_\_\_\_  
**PRINTEDNAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**SHARP ELECTRONICS CORPORATION**

**BY:** \_\_\_\_\_  
**PRINTEDNAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_



## **1. MAINTENANCE AGREEMENT**

During the term hereof Sharp will arrange for a designated Sharp Authorized Dealer ("Dealer") or Sharp Business Systems ("SBS") to repair or replace, in accordance with the terms and conditions of this Agreement, any part of the Equipment that causes the Equipment to not perform in accordance with published operating specifications under operating conditions of normal wear and tear.

Equipment eligible for coverage under this Agreement, and added under separate schedules from time to time, must be currently under warranty or to be renewed under a current Maintenance Agreement with the Dealer or SBS. Equipment that is not under warranty or a renewal of an existing Maintenance Agreement will be subject to inspection and repair to manufacturer operating specifications prior to acceptance under this Agreement. Equipment over five (5) years old may be subject to decline for acceptance under this Agreement or for coverage at additional charge, per the Master Agreement. Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used; all parts removed due to replacement will become the property of the Dealer or SBS. Maintenance services provided by the Dealer or SBS under this Agreement do not include the following:

- a) Repairs resulting from accident or misuse by the Customer (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications).
- b) Repairs made necessary by service performed by person(s) other than the Dealer or SBS.
- c) Additional service calls or work that the Customer requests to be performed outside regular business hours.
- d) Relocation, removal, rebuilding or remanufacturing of the equipment
- d) Provision or replacement of consumable supplies such as paper, toner, developer or staples (unless included on the front side of this Agreement).

## **2. PERFORMANCE OF MAINTENANCE SERVICES**

Maintenance services as described in Paragraph 1 hereof will be provided at the Customer's place of business where the Equipment is located, indicated on the Schedule attached hereto, Monday through Friday except holidays during the hours 8:00 AM to 5:00 PM. Preventative maintenance for the Equipment will be provided as determined by the Dealer or SBS.

Remedial maintenance will be provided after notification by the Customer that the Equipment is inoperative. The response time for an emergency service call should average four (4) hour response time, 96% of the time. Calls for non-emergency situations and some outlying areas will usually be handled the next business day.

## **3. LIMITATIONS**

There are no warranties, including the implied warranties of merchantability and fitness for a particular purpose, not specified herein respecting the parts and maintenance services provided under this Agreement. Sharp and its Dealer or SBS shall not be liable for non-performance caused by circumstances beyond its control, including, but not limited to: work stoppages, fire, civil disobedience, riots and acts of God. In no event will Sharp or its Dealer or SBS be liable for any indirect, special or consequential damages arising out of this Agreement or services provided under this Agreement.

## **4. TERM AND TERMINATION**

This Agreement will become effective as of the effective date indicated on the face hereof upon acceptance by Sharp and continue in effect for each unit of Equipment until the expiration of the time or copy limit indicated on the face hereof.

## **5. ASSIGNMENT**

This Agreement is not assignable. Any attempt to assign or transfer any of the rights, duties or obligations hereof is void.

## **6. HEADINGS**

The headings and titles of this Agreement are inserted only for convenience and shall not affect the



interpretation of this Agreement.

**7. WAIVER**

Any failure by either party to require conformity to all provisions hereof shall not be deemed a waiver of future conformity to such provisions.

**8. GOVERNING LAW**

This Agreement shall be governed by, and construed according to, the domestic laws of the state in which the Equipment is located.

**9. ENTIRE AGREEMENT**

The foregoing terms and conditions and those contained in the Master Agreement and Participating Addendum, constitute the entire agreement between Sharp and Customer with respect to its subject. This Agreement may be amended only by written instrument executed by both parties.

**10. NOTICE**

Written notice required by this Agreement shall be addressed to the parties at the addresses indicated on the face hereof or such other addresses as either party shall have previously furnished from time to time in writing to the other.



## ATTACHMENT C, SHARP SAMPLE MPS STATEMENT OF WORK TEMPLATE



### Purpose

The purpose of this "Scope of Work" is to define partnership expectations between Sharp Electronics Corporation and **Customer Name**. This document explains aspects of the Managed Print Services Agreement and the responsibilities of each party.

### Technology Provided By SHARP: Remote Fleet Facilities Manager and/or SHARP MICAS Agent

Remote Fleet Facilities Manager is a powerful, easy to use tool designed to remotely collect meter reads, automate supplies fulfillment, and report service information for managing fleets of printers, copiers, and multi-function devices. MICAS is a Sharp developed cloud solution used for monitoring and reporting of Sharp MFPs and other printer equipment.

### Process and Requirements

#### 1. Service Agreement of Covered Printers and MFP Devices:

All equipment and only equipment listed on the **Schedule A Managed Equipment List** is covered under the **Customer Care Maintenance Agreement**. The equipment is covered for all service, supplies, parts, and repairs as stated on the **Customer Care Maintenance Agreement**, unless specifically excluded.

#### 2. Implementation

Contract implementation is based on customer continuing to maintain function devices with supplies. Sharp Dealer or Branch location will dispatch a technician to inspect devices and tag with an ID number. Any devices needing repairs to function as designed, will be excluded from the contract or will require a billable charge for initial repair. No more than 10% of the fleet toner cartridges should be in a "low toner" alert status – subject to billable charge for toner needs in excess of standard.

#### 3. Toner Ordering / Stocking

Toner orders can be placed using the following methods:

- a. **Phone Sharp Business Systems Supply Department at (877) 267-9328**
- b. **Web Portal:** <http://nc.sharp-sbs.com/Customer-Support>
- c. **Email:** [SBS-NC-Supplies@SharpUSA.com](mailto:SBS-NC-Supplies@SharpUSA.com)
- d. **Auto Toner Replenishment (ATR)** Remote Fleet or MICAS will be the method(s) of choice for ATR alerts.

**ATR Explained:** When toner status reaches 7 days to empty, an alert email is sent to [SBS-NC-Supplies@SharpUSA.com](mailto:SBS-NC-Supplies@SharpUSA.com) and will trigger an order to be placed by the Sharp Customer Care Center. Toner will be automatically shipped to the customer location on file for this device.

**Local Devices (connected directly to PC):** ATR will not work for local non-networked devices or Standalone (non-connected) devices. Option (a.) Phone, (b.) Web Portal, or (c.) email, will be the only options for local or standalone devices.

#### 4. Service Calls

Sharp service is available Monday thru Friday 8:00 AM to 5:00 PM local time (excluding holidays). Customer can initiate service calls using any of the methods listed below.

- a. **Phone:** 877-267-9328
- b. **Email:** [SBS-CAR-Service@sharpsec.com](mailto:SBS-CAR-Service@sharpsec.com)
- c. **B2B Web Portal** – can be used to place service calls, order supplies, provide meters, and check status of service calls. Signup process will be provided once account is setup.

Sharp service level response averages less than 4 business hours. First contact may be a help desk call to initiate diagnosis and resolve remotely if possible, then a technician is dispatched as needed. If device cannot be repaired during initial on-site service call, customer may request service loaner.

#### 5. Meter Collection Methods

- a. **Remote Monitoring:** Remote Fleet or MICAS will be the method(s) of choice for meter collection.



- b. **Customer provided meters:** Requires customer to collect and transmit meters to Sharp Dealer or Branch Customer Care Team for billing. Frequency determined by contract terms (monthly or quarterly).
- c. **Sharp Managed Print Team Meter Collection:** Customers can elect not to utilize Remote Fleet and provide meters to our Customer Care Team. In the rare event Sharp dealer or branch does not receive meters, meters may be estimated or Sharp personnel may be dispatched to collect meters. The charge for this service is a \$50 trip fee per location and \$6 per meter.

**6. Printer Relocation / Removal / Replacement / Additions**

It is important our customers promptly notify us any time a printer is relocated, retired, or otherwise replaced. This will insure toner supplies and our service personnel are directed to the correct location and retired devices are removed from contract.

Additions to the contract are made using a service addendum. Sharp reserves the right to approve new printer additions to the current service contract and define separate cost-per-page rates based on model selection. This contract can be re-written if both parties agree to revised contract base and/or service rates. At no time however, will the rates exceed those listed in the Master Agreement.

**7. Customizable Reporting**

Our goal is to help you manage your print volume and print cost more effectively. At your request or during our scheduled account reviews, we will provide valuable reporting of volumes by device and offer guidance for improved efficiency.

**8. Recap of / and additional Customer Requirements:**

- a. Customer will be required to have meter collection software or select another approved meter collection method.
- b. Machines not capable of reporting toner levels will require customer to initiate toner orders for the ineligible machines and provide meters for billing.
- c. A Sharp approved toner stock will be held at the customer site for emergencies.
- d. Customer must allow Sharp dealer or branch to audit toner stock kept at customer's location.
- e. A shipping location and contact is required for each machine.
- f. Customer must notify the Sharp Customer Care Center and report any supplies that were changed before the end of life notification. The supply must be held for Sharp Dealer or Branch pickup.
- g. All Printers of a like model or that use like toner must be on the agreement.

**9. Flat Rate or Monthly Base Billing for Local Printers within an MPS Contract:**

Remote location printers or other location without sufficient monthly volume to support service agreement may require a monthly minimum service base.

**Acceptance of the Statement of Work**

Signature below (or issuance of a purchase order referencing this Statement of Work) indicates the Customer's acceptance of this Statement of Work as well as the Terms and Conditions.

Account Name:

Signature: X \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Acceptance of the Completed Work**

Signature below indicates the Customer's acceptance of the work as described in this Statement of Work, that all equipment has been delivered and installed, as well as the Terms and Conditions.

Account Name:

Signature: X \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT D, KAYLEIGH EULA**



Kayleigh\_EULA.pr