

**STATE OF CALIFORNIA LOCAL GOVERNMENT
PARTICIPATING ADDENDUM FOR LEASES**

Copiers and Managed Print Services
Colorado NASPO ValuePoint Master Agreement Number 140599
Kyocera Document Solutions America, Inc. (Contractor)

This Participating Addendum is entered into as of _____, 20____ between _____ (hereafter referred to as "Lessee") and Kyocera Document Solutions America, Inc. (hereafter referred to as "Contractor") under the lead state of Colorado NASPO ValuePoint Master Agreement Number 1140599.

1. SCOPE

- A. This Participating Addendum covers the lease of Copiers and Managed Print Services under the Colorado NASPO ValuePoint Master Agreement. The Colorado NASPO ValuePoint Master Agreement Number 140599 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the Lessee and will end December 31, 2021, or upon termination by the Lessee, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the Lessee and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- 1) California Local Government Participating Addendum For Leases
- 2) California Participating Addendum Number 7-19-70-46-04
- 3) Colorado NASPO ValuePoint Master Agreement Number 140599
- 4) Colorado Solicitation RFP-NP-18-001 including all Addendums
- 5) Contractor's response to the Colorado Solicitation

4. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service offerings from the Colorado NASPO ValuePoint Master Agreement Number 140599 are allowed under this Participating Addendum:

- 1) Group A - A3 Multifunction Devices
- 2) Group B - A4 Multifunction Devices
- 3) Group D - Single-function Printers
- 4) Managed Print Services may be provided on Groups A – D. If the ordering agency owns the equipment, Managed Print Services may be provided on Groups E and F.

5. LEASING OPTIONS

Unless otherwise agreed to by the parties, equipment leases shall be in the form of the Kyocera Master Lease Agreement Terms and Conditions and Kyocera Master Lease Agreement Schedule attached to the NASPO Master Agreement as Attachment A and Attachment B To initiate a lease, Lessee may issue a Purchase Order ("PO") and reference the type of lease (FMV, Straight, or Capital Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties. Each PO shall contain the following statement "This PO is subject to terms and conditions of the NASPO ValuePoint Master Agreement No. 140599 ("NASPO Master Agreement") and Local Government Participating Addendum for Leases between Contractor and Lessee dated _____, 20__ ("Participating Addendum").

Each Lease, whether in the form of a Schedule or PO, constitutes a separate and independent agreement of lease incorporating all of the terms of the Master Lease Agreement attached to the NASPO Master Agreement as Attachment A ("MLA"). Each Schedule or PO, as applicable, together with the MLA and this Section 6.C(b) constitutes the entire agreement of the parties thereto with respect to the subject matter thereof; provided, however, that in the event of any conflict between a Lease and Sections 4.5.4 through 4.5.7 and 4.10.1 through 4.10.6 of the NASPO Master Agreement, the NASPO ValuePoint Master Agreement shall control and in the event of any conflict between a

Schedule or PO, as applicable, and the MLA, the Schedule or PO shall control. In the event of a conflict between the NASPO Master Agreement and this Participating Addendum, the terms of this Participating Addendum will control. No modification or amendment to any Lease shall be binding upon the parties thereto unless the same is in writing and signed by such parties. For the avoidance of doubt, standard PO terms and conditions attached to, included in or incorporated into a PO do not constitute part of any Lease.

Assignment: Contractor may assign, solely for financing purposes, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from bearing any obligation, terms and conditions as outlined under either the NASPO ValuePoint Master Agreement 140599 or this Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the Lessee entity.

All lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor. In addition, Contractor and their Authorized Dealers may use Third Party leasing companies, but all billing must be invoiced in the name of the Contractor or their Authorized Dealer, and all contractual obligations shall remain with the Contractor.

End of Term Notification: Contractor must notify Lessee, in writing, of its End of Term 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:

- i. Any acquisition or return options, based on the type of lease agreement;
- ii. Any renewal options, if applicable; and/or
- iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If Lessee 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 Lessee 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

7. PRICING

Contractor is responsible for maintaining a current Price List of available products and services on the NASPO ValuePoint Copiers and Managed Print Services website.

8. CONTRACTOR SUPPLEMENTAL DOCUMENTS

Pursuant to the terms and conditions incorporated into this Participating Addendum, Contractor Supplemental Documents attached to the Colorado NASPO ValuePoint Master Agreement as Attachment A through Attachment J, shall be negotiated to the mutual agreement of the Contractor and Lessee and attached to the purchase/contract document.

9. AUTHORIZED RESELLERS

- a. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
 - i. Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products offered under this Participating Addendum.
 - ii. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
 - iii. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.
- b. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- c. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- d. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.
- e. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
- f. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

10. SUBCONTRACTORS

- a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Lessee and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the Lessee for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the Lessee's obligation to make payments to the Contractor.
- b. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration, GSPD-05-105, provided to ordering agencies at the time an order is quoted.
- c. As the prime contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and State Participating Addendum.
- d. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

11. DELIVERY

- a. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- b. F.O.B. (Free On Board) Destination

12. INVOICING AND PAYMENT

- a. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government code Section 927 et.seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed sales or service invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed sales or service invoice, whichever is later. Invoices for lease payments shall be paid at net forty-five (45) days from invoice date.
- b. Invoices shall be sent to the address identified in the Lessee's purchase order. The State Participating Addendum Number and ordering agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.

- c. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

13. CONTRACT MANAGEMENT

- a. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager (Primary)
Name:	Joe Dolce
Phone:	(973) 882-6085
Email	joseph.dolce@da.kyocera.com
Address:	Kyocera Document Solutions America, Inc. 225 Sand Road Fairfield, NJ 07004

Contractor	Contract Manager (Secondary)
Name:	Renato Monteleone
Phone:	(973) 461-4031
Email	Renato.monteleone@da.kyocera.com
Address:	Kyocera Document Solutions America, Inc. 225 Sand Road Fairfield, NJ 07004

Contractor	Sales Contact (Primary)
Name:	Dan Taylor
Phone:	(714) 421-2670
Email	Dan.taylor@da.kyocera.com
Address:	Kyocera Document Solutions America, Inc. 225 Sand Road Fairfield, NJ 07004

Contractor	Sales Contact (secondary)
Name:	Dennis Lees
Phone:	(314) 378-8811
Email	Dennis.lees@da.kyocera.com
Address:	Kyocera Document Solutions America, Inc. 225 Sand Road Fairfield, NJ 07004

- b. The Lessee Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	
Phone:	
Email	
Address:	

- c. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

14. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective. Termination of this Participating Addendum shall not affect any existing leases at the time of termination, which existing leases shall survive in accordance with their stated term.

15. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

16. AGREEMENT

- a. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the Lessee and Contractor with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master

Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

- b. By signing below Contractor agrees to offer the same products/and or services as on the Colorado NASPO ValuePoint Master Agreement Number 140599, at prices equal to or lower than the prices on that contract.

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

LESSEE

XXX

Agency Name

Authorized Signature

Date Signed

Printed Name/Title of Person Signing

CONTRACTOR

Kyocera Document Solutions America, Inc.

Contractor Name

Authorized Signature

Date Signed

Printed Name/Title of Person Signing

225 Sand Road, Fairfield, NJ 07004

Address