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STATEMENT OF WORK FOR

PROJECT: **KMBS Secure Disposal Service**

Date:

Prepared By:

Introduction

This Statement of Work ("SOW") document fully defines the Products and Services to be provided by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS"). When a MFP is disposed of or is at the end of its life, KMBS offers secure disposal options that can provide piece of mind. These options include:

Option 1 - As-is disposal	MFP will be picked up according to the respective terms and conditions of your contract and disposed of accordingly in a responsible manner. The internal data of the machine will not be altered or modified in any way.
Option 2- In-place data cleaning	Where available, a KMBS field engineer will perform a "data overwrite" of the hard drive using built-in sanitization technology. The drive will be cleared of data and re-initialized in the machine before disposal. Availability of this option depends on model and configuration. Cost - \$135 per hour labor.
Option 3 - Hard Drive replacement and return	At the time of disposal, the internal hard drive will be removed and sealed in a container that will be returned to the customer. A replacement hard drive will be installed and re-initialized with the generic device control programs. Availability of this option depends on model and configuration. Cost - \$135 per hour labor plus the replacement cost of the hard drive.

Responsibilities

- **Option 2- In-place data cleaning**

KMBS:

- Identify available "data overwrite" compliance options available for specific unit(s).
- Inform the customer what data overwrite compliance options are available for applicable MFP models.
- Inform the customer on the estimated time required for the chosen hard drive sanitization method.
- Obtain customer's certification that the data overwrite may be performed. **Once initiated, data stored on the MFP's hard drive will not be recoverable.**
- Perform overwrite functions pursuant to the option selected by the customer and options available for the specific MFP. See Table 1 for options and descriptions.

Customer:

- Contact KMBS and schedule service date.
- Identify machines requiring data overwrite.
- Provide KMBS Field Engineer(s) physical access to all MFPs requiring data overwrite.

- Review and select overwrite options applicable to MFPs requiring data overwrite. Inform the KMBS Field Engineer of the overwrite options selected for the MFPs requiring data overwrite.
- Authorize the KMBS Field Engineer to perform the data overwrite. **Once initiated, data stored on the MFP's hard drive will not be recoverable.**
- Acknowledge data overwrite was completed by signing the Project Completion portion of this document.

Option 3 - Hard Drive replacement and return

KMBS

- Contact KMBS and schedule service date.
- Provide KMBS with a contact at location authorized to receive hard drive.
- Identify and order replacement parts for MFPs requiring hard drive replacement.
- Remove hard drives from applicable MFP units.
- Place hard drive in a sealed container and surrender to the customer's designated recipient.
- Install replacement hard drive (and any other requisite parts). Initialize the system and install base MFP system firmware permitting standard operations and functions. It may not be possible to reinstall special application/add-on software packages. (Examples include: i-Option applications, audit software, accounting software and document management software.)

Customer:

- Identify machines requiring hard drive replacement. Provide KMBS with MFP model and serial number.
- Provide KMBS Field Engineer(s) physical accesses to all MFPs requiring hard drive replacement.
- Authorize the hard drive replacement. Once the hard drive is removed, data stored on the MFP's hard drive will no longer be accessible via traditional methods.
- Designate by name the individual(s) who shall receive hard drives removed from the MFPs. Print or type name: _____
- Acknowledge completion of the hard drive replacement(s) by signing the Project Completion portion of this document.

Solution Overview:

The following MFPs and options have been designated for this project.

Option 2: Data Overwrite shall be performed on the following MFPs.

Model	Serial #	Overwrite Option	Completion

Option 3: Hard Drive replacement and return shall be performed on the following MFPs..

Model	Serial #	Hard drive Surrendered to:

Project Schedule

Project will begin within ____ days upon receipt of Customer's acceptance by KMBS.

Assumptions

1. Hard drive replacements are available from an acceptable source.
2. Special software application installed on MFPs may not be reinstalled after the data overwrite or hard drive replacement.
3. MFPs are operational and KMBS Field Engineers will have physical access to the designated units.

Project Acceptance

The estimated hours required to complete this project is:

The estimated cost of this project is: \$

Project completion is scheduled on: .

Change Approval Process

Change Requests shall be submitted by the customer to the KMBS project manager. The request shall describe the problem or question that resulted in the desired change. The KMBS project manager will evaluate and identify the amount of time that will be added to the project schedule, if any, as well as additional services price, if any.

KMBS standard Terms and Conditions apply to the agreement. A copy of KMBS Terms and Conditions can be provided upon request.

Customer SOW Acceptance:	Project Completion:
<hr/>	<hr/>
Date	Date
<hr/>	<hr/>
Authorized Signature	Authorized Signature
<hr/>	<hr/>
Printed Name	Printed Name
<hr/>	<hr/>
Title	Title

Konica Minolta bizhub built-in Mode Overwrite method compliance options	
Mode 1	
Overwrite with 0x00	Japan Electronic & Information Technology Association Russian Standard (GOST)
Mode 2	
Overwrite with random 1 byte numbers Overwrite with random 1 byte numbers Overwrite with 0x00	National Security Agency (NSA) standard
Mode 3	
Overwrite with 0x00 Overwrite with 0xff Overwrite with random 1 byte numbers Verify	US Navy (NAVSO P-5239-26) Department of Defense (DoD 5220.22M)

SERVICE LEVEL AGREEMENT

1. Performance Standards / Fleet Uptime

a. Response time:

- i. Service call telephone response shall be within one (1) business hours of receipt of the service call.
- ii. Service call on-site response shall be within an average of four (4) business hours of receipt of call for all Customer locations serviced by a branch or within 50 miles of an authorized dealer.
- iii. Remote locations outside this radius will be responded to, on-site, within an average of six (6) business hours from call placement.
- iv. Service call on-site for any KMBS printers shall be the next business day.

b. KMBS service standards will provide an average quarterly fleet uptime of 95%.

The KMBS definition of uptime is based on full equipment availability producing quality output. Uptime Average is calculated as $[(\text{Availability Hours}) - (\text{Downtime})] / (\text{Availability Hours})$ with the product rounded down to the nearest whole number.

- i. "Availability Hours" shall mean the number of Business Hours per calendar month that the equipment is on-site, operating according to specifications, and fully available for use by the Customer. "Business Hours" include the time between 8:00 a.m. and 5:00 p.m. (local time), Monday through Friday, excluding KMBS holidays.
- ii. "Downtime" shall mean the number of business hours in any calendar month during which an item of Hardware, maintained hereunder, is inoperative during the month and such inoperability is not due to misuse, fire, or using the Hardware in a manner other than its intended uses. Downtime is calculated from the point in time when KMBS receives the service request for Hardware that cannot perform its functions until such time as the equipment is operating per KMBS specifications. Downtime includes machine-repair time and response time when the Hardware is inoperative. Downtime excludes preventive maintenance, equipment move time, time consumed in producing usable copies, or maintenance service rendered due to user misuse or for non-payment.

2. Account Management and Reporting

- a. Corporate review meetings are to be held with Customer and KMBS account management teams.
- b. KMBS will provide quarterly metric reporting.

Introducing the **ONE** GUARANTEE That Puts the Customer First.



KONICA MINOLTA

CUSTOMER **ONE** GUARANTEE

We believe the best customer experience comes from not only how our products perform and how easy they are to use, but also from giving our customers the peace of mind to know that our MFPs (Multifunction Products) are backed by one of the best guarantees in the industry. So when your new Konica Minolta branded MFP arrives, you'll know you are getting the latest technology, superior service and support, and a guarantee **direct from the manufacturer.**

“It Works or It Walks”

We are so confident in the quality of our products that we guarantee your Konica Minolta branded MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model:

- First two years: replacement will be a **brand new MFP**
- After two years: replacement may be new or refurbished
- **Plus**, Konica Minolta will also provide a \$1,000 rebate towards your next Konica Minolta branded MFP leased through Konica Minolta Premier Finance (KMPF) as a way to say “we’re sorry for the inconvenience.”

We've Got You Covered

The best customer experience is one that avoids problems altogether, which is why we've established remote monitoring and a rapid response process in conjunction with your local sales representative.

- Our Solutions & Support team will proactively monitor our installed MFP's performance, looking to identify potential issues before they become problems for our customers.
- Should a problem arise, our technical support, local service manager and advanced diagnostics team members are all empowered to authorize a replacement, allowing for a fast and easy resolution.

To learn more about the Konica Minolta **Customer One Guarantee**, contact your local sales representative.



Terms & Conditions

- Equipment must be under continuous maintenance coverage from the date of installation.
 - *Genuine Konica Minolta parts and consumables must be used and maintenance procedures must be performed according to published schedules.*
 - *Improper use, electrical power, customer abuse and/or negligence and acts of God are not covered under this program.*
- Equipment Replacement Guarantee
 - *If Konica Minolta or its authorized dealer is unable to service a Konica Minolta product in the customer's office, a loaner will be provided at no charge while in-shop repairs are performed.*
 - *If within the first two years after installation the equipment cannot be repaired to meet factory specifications, we will replace it with a brand new equivalent model.*
 - *After the first two years, if the equipment cannot be brought to original specification, we will replace it with an equivalent model that may be new or refurbished.*
 - *If the equipment is replaced, the customer will receive a \$1,000 rebate* towards the lease of a new Konica Minolta branded MFP, provided the new equipment is leased through KMPF.*
- Published Specifications include those listed on official Konica Minolta product literature for that model.
- Except as provided herein, Konica Minolta makes no other warranties whatsoever, expressed or implied, with regard to the products purchased, leased or rented by customer, the service, the software included with the product or its installation and maintenance and expressly excludes all other warranties including the implied warranties of merchantability and fitness for a particular purpose.
- Customer's exclusive remedy shall be replacement or repair of the product or non-conforming parts at the option of Konica Minolta as provided in this Customer One Guarantee. Neither Konica Minolta or its dealer shall be liable for any damages, including but not limited to damages due to loss of data or information of any kind, loss of or damages to revenue, profits or goodwill, damages due to any interruption of business, damage to customer's computers or networks, even if advised of the possibility of such damages. Customer expressly waives its rights to special, consequential, exemplary, incidental or punitive damages or monetary damages of any kind.
- Products purchased or installed over 5-years from Konica Minolta invoice date are not eligible for Customer One claims.
- Konica Minolta reserves the right to accept or deny Customer One claims based on product life attained and / or total copies on product(s).
- Customer One Guarantee only applies to the lease or purchase of **new** Konica Minolta branded equipment.
- Customer One Guarantee excludes desktop printers which has a standard warranty.

Network Environment

- The guarantee specifies that the network environment, including PC's and other access devices, remains the same as it was when the MFP was installed. Konica Minolta cannot guarantee the functionality of the MFP after customer network upgrades, software version & peripheral changes or the addition of non-approved 3rd party software. In this case, Konica Minolta will make every effort to work with you to ensure your MFP can function in the new environment up to and including requesting and implementing approved specification changes to the Konica Minolta firmware in order to function after the changes are completed.

*Rebate must be used within 36 months from date of equipment replacement.

KONICA MINOLTA





KONICA MINOLTA

LEASING EXHIBIT A1

AEPA
IFB #021-C

Master Premier Lease Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

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

CUSTOMER INFORMATION

FULL LEGAL NAME

STREET ADDRESS

CITY

STATE

ZIP

PHONE*

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

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

SUPPLIER INFORMATION

NAME OF SUPPLIER

STREET ADDRESS

CITY

STATE

ZIP

PHONE

FAX

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

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

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

(Continued on back)

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

LESSOR ACCEPTANCE

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

X

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE

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

See next page for additional terms and conditions.

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

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

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it.

At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair..

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

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

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

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

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

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

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

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

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

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



KONICA MINOLTA

LEASING EXHIBIT A2

NON-APPROPRIATION ADDENDUM

ADDENDUM TO Agreement No. _____ between **Konica Minolta Premier Finance**, (Lessor)

And _____, (Customer)
(Full Legal Name of Customer)

Dated: _____

FOR STATE AND LOCAL GOVERNMENT ENTITIES ONLY

A. CUSTOMER COVENANTS: You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its periodic payments as set out in the Agreement; (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will to be essential for the term of the Agreement.

(4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

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

C. NON APPROPRIATION: In the event you wish to cancel the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of you;

3. You have exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Lessor.

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

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

LESSOR ACCEPTANCE

Konica Minolta Premier Finance		
DATED	LESSOR	SIGNATURE TITLE

CUSTOMER ACCEPTANCE

		X
DATED	FULL LEGAL NAME OF CUSTOMER	SIGNATURE TITLE

FEDERAL TAX I.D.#

PRINT NAME

LEASING EXHIBIT B1

Workplace Hub Master Agreement PO Only Terms

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

TERMS AND CONDITIONS

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

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

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

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

4. **SOFTWARE.**

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

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

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

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

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

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

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

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

10. **MAINTENANCE AND SUPPLIES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **PERSONAL DATA.**

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

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

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

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

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

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

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

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



For office use only (Check one): ☐ Branch ☐ Windsor

Master Premier Advantage Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

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

CUSTOMER INFORMATION

FULL LEGAL NAME

STREET ADDRESS

CITY

STATE

ZIP

PHONE*

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

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

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or www.kmbs.konicaminolta.us.



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

1. LEASE AGREEMENT: You agree to lease from us the personal property as identified in Schedules to this Master Premier Advantage Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew this Lease and (b) you purchase or return the Equipment, as specified in your notice, within ten (10) days after the end of the term. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

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

(Continued on back)

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

LESSOR ACCEPTANCE

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE

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

See reverse side for additional terms and conditions

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3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

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

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

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

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

8. COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

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

10. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$100.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

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

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

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

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

15. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 12) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

16. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) (if applicable) by a maximum of ten percent (10%) of the existing charge, or if less, the maximum amount permitted by applicable law. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, escalations within the original Agreement term and Supply Freight Fees do not apply nor are meter readings required. All Agreements are subject to escalation in any renewal period.

17. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such software and as per Agreement paragraph 5, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**



KONICA MINOLTA

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Master Premier Lease Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

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

CUSTOMER INFORMATION

FULL LEGAL NAME

STREET ADDRESS

CITY

STATE

ZIP

PHONE*

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

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

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or www.kmbs.konicaminolta.us.



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

1. **LEASE AGREEMENT:** You agree to lease from us the personal property as identified in Schedules to this Master Premier Lease Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew this Lease and (b) you purchase or return the Equipment, as specified in your notice, within ten (10) days after the end of the term. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

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

(Continued on back)

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

LESSOR ACCEPTANCE

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

X

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE

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

See reverse side for additional terms and conditions

KMPF0003 – US 03/01/18

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

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

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

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

7. COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

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

9. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$100.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

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

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

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

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

14. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 11) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

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



KONICA MINOLTA

For office use only (Check one): ☐ Branch ☐ Windsor

Master Premier Lease Schedule

APPLICATION NO.

MASTER AGREEMENT NO.

SCHEDULE NO.

CUSTOMER BILL - TO INFORMATION (Separate schedules must be completed for each billing location.)

FULL LEGAL NAME

STREET ADDRESS / P.O. BOX

CITY

STATE

ZIP

BILLING CONTACT NAME

BILL-TO PHONE NUMBER*

FAX NUMBER

E-MAIL

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

CUSTOMER INSTALLATION LOCATION

LESSEE LEGAL NAME

STREET ADDRESS

CITY

STATE

ZIP

CONTACT NAME

PHONE NUMBER

FAX NUMBER

Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable)

Serial Number

Start Meter Read(s)

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS

of payments

Payment Frequency

☐ Quarterly ☐ Monthly

Payment Amount
(plus applicable taxes)

\$ _____

Advance Payment
(plus applicable taxes)

\$ _____

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on Agreement). 3. Return Equipment as provided in Paragraph 5 (on Agreement).

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER LEASE AGREEMENT IDENTIFIED ABOVE.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

X

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE

KMPF0004 – US 10/01/16

For office use only (Check one): ☐ Branch ☐ Windsor**Master Premier
Advantage Schedule**

APPLICATION NO.

MASTER AGREEMENT NO.

SCHEDULE NO.

CUSTOMER BILL - TO INFORMATION (Separate schedules must be completed for each billing location.)

FULL LEGAL NAME

STREET ADDRESS / P.O. BOX

CITY

STATE

ZIP

BILLING CONTACT NAME

BILL-TO PHONE NUMBER*

FAX NUMBER

E-MAIL

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

CUSTOMER INSTALLATION LOCATION

LESSEE LEGAL NAME

STREET ADDRESS

CITY

STATE

ZIP

CONTACT NAME

PHONE NUMBER

FAX NUMBER

Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable) **Asset Invoice Information** **Serial Number** **Start Meter Read(s)**☐ See attached 'Schedule A' for additional Equipment / Accessories / Software**TERM AND PAYMENT SCHEDULE**

TERM IN MONTHS

of payments

Payment Frequency

☐ Quarterly ☐ Monthly

Payment Amount

(plus applicable taxes)

\$ _____

Advance Payment

(plus applicable taxes)

\$ _____

Payment includes _____ B&W pages per month

Overages billed _____ at \$ _____ per B&W page

Payment includes _____ Color pages per month

Overages billed _____ at \$ _____ per Color page

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on Agreement). 3. Return Equipment as provided in Paragraph 6 (on Agreement).

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER ADVANTAGE AGREEMENT IDENTIFIED ABOVE.**LESSOR ACCEPTANCE**

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

X

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE

KMPF0008 – US 10/01/16



KONICA MINOLTA

NON-APPROPRIATION ADDENDUM

ADDENDUM TO Agreement No. _____ between **Konica Minolta Premier Finance**, (Lessor)

And _____, (Customer)
(Full Legal Name of Customer)

Dated: _____

FOR STATE AND LOCAL GOVERNMENT ENTITIES ONLY

A. CUSTOMER COVENANTS: You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its periodic payments as set out in the Agreement; (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

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

C. NON APPROPRIATION: In the event you wish to cancel the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of you;

3. You have exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Lessor.

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

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

LESSOR ACCEPTANCE

Konica Minolta Premier Finance		
DATED	LESSOR	SIGNATURE TITLE

CUSTOMER ACCEPTANCE

	X
DATED	SIGNATURE TITLE

FEDERAL TAX I.D.#

PRINT NAME

Company Information

Name of Bidding Company: Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta)

Company Address: 1595 Spring Hill Road, Suite 410

City, State, zip code: Vienna, VA 22182

Website: www.konicaminolta.us

Contact Person: Scott McCool

Title: Manager of National Cooperative Sales

Phone: (303) 941-9746

Email: smccool@kmbs.konicaminolta.us

Secondary Contact Person: Nitzia Payne

Title: Contract Specialist

Phone: (703) 637-1540

Email: npayne@kmbs.konicaminolta.us

Background

Note: Generally, AEPA will not accept an offer from a business that is less than five (5) years old or, which fails to demonstrate and/or establish a proven record of business. If the bidder has recently purchased an established business or, has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.

This business is a: public company X privately owned company

In what year was this business started under its present name? 2003

Under what additional, or, former name(s) has your business operated?

Konica Minolta Business Technologies and Minolta Corporation

Is this business a corporation? No X Yes. If yes, complete the following:

		Fiscal Year 2019-2020		
K-12 (public & private), Educational Service Agencies		For the 12 month period ending July 2018, July 2019, and July 2020, the percent of Konica Minolta Business Solutions U.S.A., Inc.'s. Direct Channel business (excluding service) in the K-12 Education Sector accounted for 5.0%, 5.5%, and 5.2% of overall revenue respectively.		
Higher Education Institutions		For the 12 month period ending July 2018, July 2019, and July 2020, the percent of Konica Minolta Business Solutions U.S.A., Inc.'s. Direct Channel business (excluding service) in the Higher Education Sector accounted for 3.9%, 3.6%, and 2.9% of overall revenue respectively.		
Counties, Cities, Townships, Villages States Other Public Sector & Non-profits		For the 12 month period ending July 2018, July 2019, and July 2020, the percent of Konica Minolta Business Solutions U.S.A., Inc.'s. Direct Channel business (excluding service) in the KMBS-defined Government Sector accounted for 9.9%, 9.3%, and 10.6% of overall revenue respectively.		
Private Sector		For the 12 month period ending July 2018, July 2019, and July 2020, the percent of Konica Minolta Business Solutions U.S.A., Inc.'s. Direct Channel business (excluding service) in the Private Sector accounted for 80.3%, 80.3%, and 80.5% of overall revenue respectively.		
		2018	2019	2020 YTD
Total		\$30,602,426	\$27,456,934	YTD (June): \$4,941,011

Work Force

Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:

Function	Name	Title	Phone	Email
Contract Manager	Nitzia Payne	Contract Specialist	(703) 637-1540	npayne@kmbs.konicaminolta.us
Sales Manager	Scott McCool	Manager of National Cooperative Sales	(303) 941-9746	smccool@kmbs.konicaminolta.us
Customer & Support Manager	Please contact the local dealer or branch that services the equipment.			
Distributors, Dealers, Installers, Sales Reps	Please see our authorized dealer Listing.			
Consultants & Trainers	Please contact the local dealer or branch that services the equipment.			
Technical, Maintenance & Support Services	Please contact the local dealer or branch that services the equipment.			
Quotes, Invoicing & Payments	Please contact the local dealer or branch that services the equipment.			
Warranty & After the Sale	Please contact the local dealer or branch that services the equipment.			

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps	City	State
Approximately 10,000 Representatives located at 300 Authorized Dealers	Various locations	United States
813 Representatives located at 125 Direct Sales Locations	Various locations	United States

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Parts, Supplies & Products	Brooks	KY
Parts, Supplies & Products	Pomona	CA
Parts, Supplies & Products	Brooks	KY
Parts, Supplies & Products	Ramsey	NJ

See Dealer and Branch listing for respective service and support locations.

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s).

Name	Title	Phone	Email
Scott McCool	Manager of National Cooperative Sales	(303) 941-9746	smccool@kmbs.konicaminolta.us
Kristen McKenna	State and Cooperative Contract Manager	(703) 760-3551	kristen.mckenna@kmbs.konicaminolta.us
Nitzia Payne	State and Cooperative Contract Specialist	(703) 637-1540	npayne@kmbs.konicaminolta.us

Marketing Activities: Describe how this business marketed its products and services to schools, nonprofit organizations and other public sector audiences in Fiscal Year 2019– 2020 (July 1 – June 30). List all conventions, conferences and other events at which this company exhibited.

Please see attached list of conferences that we have attended.

Cooperative Marketing: Describe ways in which this business can collaborate with AEPA Member Agencies in marketing the bid. Submit a marketing plan, titled Exhibit B – Marketing Plan, that would entail at a minimum, the following with their response: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain in full color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry

periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract, and how the contract award will be displayed/linked on the Bidder's website.

Konica Minolta's strength in marketing the AEPA contract derives from our expansive dealer network and direct branches. Our 125 direct sales offices and 300 + dealers cover all 50 states and understand the local markets where they sell, deliver and provide services. Each has relationships with the schools, local governments, universities, non-profits and other qualified entities - many of which are current customers. Those relationships have greatly assisted in our promotion of the previous Konica Minolta-held AEPA contracts and will continue to do so for the replacement contract.

Konica Minolta is committed to utilizing this AEPA contract as an opportunity for our dealer and direct sales channels to tap into the vast educational vertical. We intend to build and expand upon our current marketing techniques that have fostered over fifteen years of successful relationships and performance between Konica Minolta and AEPA.

Konica Minolta utilizes our corporate marketing department to deploy our AEPA marketing strategy. This department will continue to serve AEPA through initiatives that include but are not limited to the following:

Konica Minolta AEPA Website – Konica Minolta maintains a customer-facing website for contract information, pricing catalogs, product information and sales contact information. The website is utilized to post contract updates and other customer marketing materials.

Marketing Materials – Konica Minolta has created AEPA contract specific marketing materials highlighting Konica Minolta and AEPA's partnership and benefits to public sector customers. These materials are customized and made available to AEPA for use in AEPA marketing publications.

Co-branded Marketing Efforts – Understanding the power of the AEPA member states, Konica Minolta makes every effort to co-brand materials to maximize the states' own marketing efforts. We are fully capable of supporting individual state initiatives that align with the products and services available through the AEPA contract whether through member state websites, content for member communications or supporting local conferences.

Email Campaigns – Konica Minolta utilizes our public sector database to generate an email campaign that continually brings Konica Minolta products and services available on the AEPA contract to current and prospective customers.

National Conferences and Trade Shows – Konica Minolta attends government and education procurement conferences and trade shows to showcase our offerings and to promote the AEPA Contract. Konica Minolta will continue to attend shows like NIGP, ASBO, NAEP, ISTE and any other shows that AEPA recommends. Our dealers and branches also attend the many local conferences and expos in their markets to showcase Konica Minolta products, the AEPA Contract and their local sales teams.

Sales Training: Explain how your business will educate your sales force staff on the AEPA contract including timing, methods, etc.

Konica Minolta's Public Sector Sales Team is committed to making an awarded AEPA contract a successful, rewarding tool for our dealer and direct sales channels. Upon award of the AEPA 021-C contract, our team will update existing materials that aid in the marketing, sales and order processes utilized by all Konica Minolta management, administration and channel sales teams. These materials, which are posted to Konica Minolta's internal Government Portal, include launch presentations, price catalogs, AEPA marketing materials, FAQ's, sales and order process guides, internal process documentation and a link to the AEPA website for additional organizational information.

Additionally we will review the AEPA 021-C contract details and information via webinar with Konica Minolta's Administrative Teams that are responsible for order review and processing, compliance and billing to answer any questions they have before the first order is placed. We will then schedule a series of launch webinars to accommodate all sales teams across the country. All minor alterations between the existing AEPA contract and AEPA 021-C, including the expanded scope will be properly relayed to the field. The following information will be shared in the launch:

- AEPA Organizational Overview
- AEPA Contract Overview
- Customer Eligibility
- Konica Minolta Product and Services Offering
- Price Catalog
- Terms and Conditions
- AEPA Sales Talk Track
- Sales Process
- Order Process and Documentation
- Internal Processes
- Government Portal Review
- Marketing Resources

The webinars are recorded to ensure everyone is able to receive the information and re-visit it, if necessary. After the national webinars are complete, our State Government Account Managers (GAM's) will conduct additional regional, local or dealer/branch specific reviews of the AEPA contract. In conjunction with any AEPA strategy and review session, our GAM's will provide training on how customers benefit from using the AEPA Contract and how they can utilize AEPA in lieu of the RFP process. This training will excite the sales teams and create personal motivation to market the AEPA contract.

In addition to the GAM's, each channel has assigned regional resources (Dealer Enterprise Account Managers and Direct Regional Vertical Managers for Government and Education) that assist in training, marketing, and selling the AEPA contract. These channel resources will aid the order processes and documentation should questions arise from the sales teams. Pricing will be readily available to management, administration, and the sales team on our Government Portal. When updates to the AEPA contract are made, a bulletin will be created and distributed to all personnel to inform them of changes to pricing, products or anything else related to the AEPA contract.

For all new sales representatives, Konica Minolta has created a Government Certification curriculum to ensure that those new – or as a refresher to more experienced representatives – to the public sector understand the sales and buying processes of the vertical. Taking the representatives through a basic understanding on the buying process ensures that the field sales organization understands the benefit statements associated with the AEPA cooperative contract.

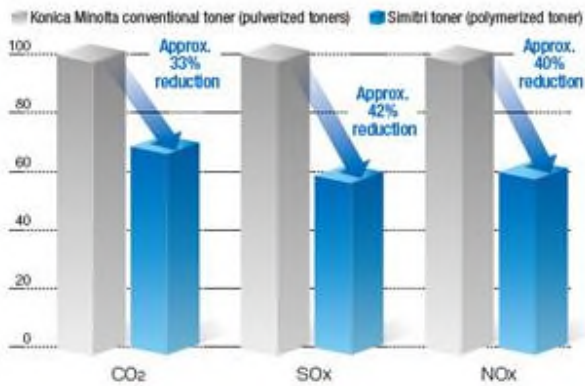
Environmental Initiatives

Describe how your products and/or services support environmental goals.

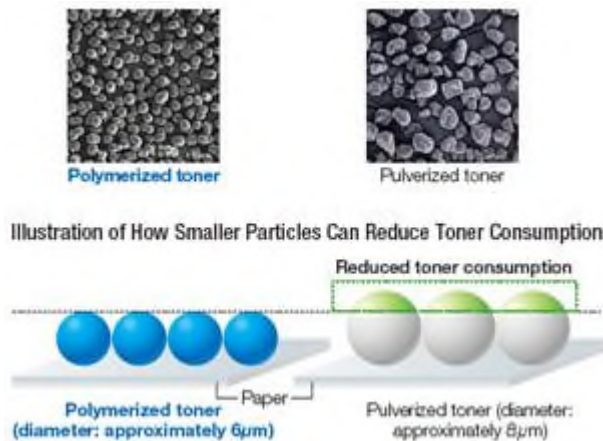
Konica Minolta prioritizes eliminating pollutants, reducing energy consumption and creating superior products and solutions that help our customers to realize their own sustainability goals. Some of the ways this is achieved are listed below:

- Power Saving Modes for Konica Minolta office systems now have three options that significantly reduce the energy consumption during idle phases.
 - The bizhub color and B&W models achieve among the highest performance and lowest power consumption rates of any MFPs in their class.
- Next-Generation High Performance Simitri Toner creates a high-quality image while conserving resources and reducing environmental impact. It consumes less energy during production and reduces, CO₂, NO_x and SO_x emissions by more than 1/3 during use.

Environmental Impact Reduction Effectiveness
(Index of 100 for Conventional Toners)



- Polymerized toner enables precise control of the structure of each toner particle. This, in turn, makes it possible to tailor the size and shape of each particle and impart various properties to it.
 - Small and uniform polymerized toner particles conduct heat more efficiently than pulverized toner particles, and their low fusing point also means that less electricity is consumed during the fusing process.



- Raw materials used to make Konica Minolta toners contain a plant-based biomass. By using plant-based materials for the wax component it reduces the use of materials derived from petroleum, a finite resource.
- Our unique Eco-indicator enables customers to monitor paper, toner and energy usage by device, account or end-user to promote greater cost-consciousness. And with built-in PageScope software, it's easier to make fleet-wide settings to ensure that every MFP operates with optimum energy-efficiency.
- IH Fixing Technology is an Induction Heating (IH) fixing technology that reduces poor consumption during the MFP fixing process resulting in a shorter warm-up time. It automatically cuts off residual fixing heat when no print jobs are taking place, contributing to energy savings.

Our Customized MPS Program in collaboration with our efficient and environmentally conscious product and service line assists customers to implement their sustainability goals. We outline strategies to promote cost savings, enhance staff productivity and eliminate waste through a long term return on investment both for our planet and individual customer's technological needs.

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.)

Protecting our planet is a top priority of our leaders and employees. Based on our Philosophy and Vision, Konica Minolta has created an environmental policy that is reducing the environmental impact of every business process we

conduct resulting in new social and economic value.

Our broad array of environmental initiatives - eliminating pollutants, reducing energy consumption and creating products and solutions - help our customers realize their own sustainability goals. We strive to assist our customers and are enabling them to construct their own environmental plans for becoming kinder to the environment. Our approach contributes to creating shared value (CSV) for environmental improvement with our customers, sharing ideas to improve and enhance everyone's environmental activities.



Our strategic and extensive development of the below initiatives have achieved acclaim as being some of the best in the world, having the number one position in the overall manufacturing sector of the Nikkei Environmental Management Survey as well as receiving first-tier ratings in international CSR and SRI assessments:

EcoVision 2050, established in 2009, is a long-term environmental vision to fulfill our commitment, as a global corporation, to a sustainable earth and society.

Green Products Certification System is our own unique system for evaluating and certifying products with superior environmental performance. To date, all of our sites have achieved a 12 percent reduction in CO2 emissions per unit of production. Our goal is 20 percent reduction by 2016.

PET Plastics is our newly developed polymer allow recycled PET that overcomes the disadvantages of conventional PET plastic, such as fragility, low fire—resistance and difficulties in injection molding. This plant-based bioplastic offers low environmental impact, using less petroleum-based resources and emitting less CO2 during its lifecycle than petroleum-based plastic.

Alternative Energy can be found at our US headquarters in Ramsey, NJ, where we installed a 967,000 kWh solar energy system consisting of 3,498 240-watt solar panels. Based on EPA standards, our system produces enough energy to power more than 80 homes for one year or offset the greenhouse gas emissions produced by 132 passenger vehicles.

Clean Planet: A simple, cost-free consumables recycling program that adds zero waste to landfill and zero incineration. All Konica Minolta consumables can be recycled and no matter your volume, there is a program to fit your needs. To order labels and more information about our Clean Planet program can be ordered on our website at <http://myctlportal.com/konica-minolta>.

Awards and Certifications

We are proud that Konica Minolta products meet or exceed the requirements of the world's most widely recognized certifications. When you choose our products, you can rest assured that you are making environmentally conscious decisions while maintaining high quality, performance and reliability.

Nikkei Environmental Management Survey: Ranked #1 of 413 companies for the 2nd consecutive year in the 19th annual Nikkei Environmental Management Survey, an evaluation of sustainability initiatives in environmental and business management.



Blue Angel: Launched in Germany in 1978 as the world's first environmental labelling

system, the Blue Angle is awarded to products and services that have a smaller environmental impact. Since receiving the world's first Blue Angle certification in the field of copiers in January 1992, Konica Minolta has continued to receive certification for new products by clearing the certification bar each time it has been raised.

Dow Jones Sustainability World Index: Highest Score in Economic and Environmental Dimensions in the Sector

ECO LEAF Labelling: The ECO LEAF labelling provides information on the environmental impact of a product, based on quantitative measurement of the environmental performance through the product's entire life cycle, from raw material procurement to production, sales, usage, disposal, and recycling. Konica Minolta provides environmental impact data relating to its office equipment through the ECO LEAF.



ENERGY STAR: Products that meet certain standards can be registered as ENERGY STAR devices as part of an energy saving program for office equipment. Implemented in 1995 through an agreement between the Japanese and US governments, the international program has expanded with the participation of the EU, Canada, Australia, New Zealand, Taiwan and other countries. Konica Minolta joined the ENERGY STAR program early on, and most of our products now fulfill the ENERGY STAR requirements.



EPEAT®: Managed by the Green Electronics Council, EPEAT® has been a comprehensive environmental rating that helps identify greener computers and other electronic equipment since 2006. Imaging equipment was added as a new product category in 2013. It ranks products as gold, silver or bronze based on fifty nine environmental performance criteria considering life cycle of imaging equipment. Learn more about EPEAT® certification [here](#). We have attached our EPEAT® Environmental Disclosures with our response.

EcoLogo: North America's most widely recognized and respected environmental certification program. Launched by the Canadian Federal Government in 1988, EcoLogo has grown to serve buyers and sellers of green products throughout Canada, the United States, and around the world.

RoHS2 & Declaration of Conformity: Effective since July 2006 on the European market, the RoHS Directive (Restriction of Hazardous Substances) was superseded in January 2013 by the new RoHS 2 Directive, which integrates RoHS 2 into the Declaration of Conformity. As a result, the CE mark now covers RoHS 2 Compliance and replaces the former 'RoHS 2 and not only avoids the listed substances in the RoHS-designated products but has discontinued the use of these substances in all office products.

Eco Mark: The Eco Mark program is operated by the Japan Environment Association (JEA), founded in 1989. Products displaying the Eco Mark symbol are certified as being useful for environmental preservation.

Independent Subcontractors, Distributors, Installers, etc.

If the Bidder is not the sole provider of all goods and services provided under this contract, the following **must be answered:**

Selection Criteria for Independent Providers: Describe the criteria and process by which the business selects, certifies and approves subcontractors, distributors, installers and other independent services.

This process can work in two ways depending on the business relationship required;

Authorization of Dealers and Distributors

Before Konica Minolta authorizes a Dealer or Distributor we require that they provide business plans along with their financials to assure that they can handle the market place from a service and support aspect. These are reviewed by our upper management and commitment levels needs to be agreed upon and reviewed before we enter into a contract. Training needs to be conducted; parts and supply must be ordered to meet the contract requirements. Often this is not a short process, we want to assign subcontractors/dealers that can and will up hold the contract agreements before any equipment is shipped.

Subcontractors

Where a dealer or independent subcontractor is needed to provide support under a Konica Minolta held contract or project, a similar process occurs. We will evaluate the partner to insure they can provide necessary support required by a contract. Once determined the subcontractor can meet the requirements, our contracts division will draft a dealer participation agreement or SOW as appropriate to be signed by both parties. The document serves as the contract between Konica Minolta and our dealer and/or subcontractor to participate under a contract and details the responsibilities, contract requirements and flow downs the partner is to adhere too.

Please see our list of Authorized Dealers included in our response documents.

Current Subcontractors, Distributors, Installers, Etc.: Provide a list of current subcontractors, distributors, installers and other independent service providers who are contracted to perform the type of work outlined in this bid in the member agency states (listed in Part A of this IFB). Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Please see our list of Authorized Dealers included in our response documents.

Disclosures

Financial Health (REQUIRED): AEPA requires reports that describe the financial soundness of your organization. Accepted financial reports include balance sheets and Profit & Loss statements for the past three years (2017, 2018, 2019), a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions.

For confidentiality, respondents may choose to send the report(s) by email directly to the AEPA Executive Director, George Wilson, at georgewilson.aepa@outlook.com. The reports will be held through the end of the protest period for the solicitation after which they will be destroyed. The pdf report(s) must be received by the AEPA Executive Director before the due date and time of the solicitation opening.

Please refer to our 2017, 2018 and 2019 Annual Report included in our response documents.

References

X No Yes

Legal: Does this business have actions currently filed against it?

If Yes, **AN ATTACHMENT IS REQUIRED:** List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

Konica Minolta is not involved in litigation of a material nature that would adversely affect our ability to deliver the products and services proposed under any resulting agreement with AEPA.

Provide contact information of your business's five largest public agency customers:

Agency	Name	Title	Phone Number	Email
1. City of Los Angeles (CA)	Zachary Millett	Management Analyst	(213) 808-8482	zacvhary.millett@lacity.org
2. UTMD Anderson Cancer Center	Jeffrey Thomas	Contract Manager	(713) 745-8336	Jthomas6@mdanderson.org
3. Clark County Information Technology (NV)	Martin Bennett	Manager, Technical Services	(702) 455-3021	martin.bennett@clarkcountynv.gov
4. County of Alameda (CA)	Kevin Esguerra	General Services Agency, Procurement	(510) 208-9619	kevin.esguerra@acgov.org
5. Orange County (CA)	Patricia McCaughey	Administrator, Business Operations, Orange County Department of Education	(714) 966-4085	pmccaughey@ocde.us

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this bid category. Respond to Yes/No and choice questions by using an (X). **Note: A Bidder must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States, unless otherwise stated within Part B Technical Specifications.**

AEPA Member States	Participating in this bid category?	Has the bidding company sold products/services in these states for the past three (3) years? (Yes or No)	If awarded, which states does the bidding company propose to sell in? (Place an X where applicable)	Indicate which states the bidding company has sales reps, distributors or dealers in. (Place an X where applicable)
California	Yes	Yes	X	X
Colorado	Yes	Yes	X	X
Connecticut	Yes	Yes	X	X
Florida	Yes	Yes	X	X
Georgia	Yes	Yes	X	X
Illinois	Yes	Yes	X	X
Indiana	Yes	Yes	X	X
Iowa	Yes	Yes	X	X
Kansas	Yes	Yes	X	X
Kentucky	Yes	Yes	X	X
Massachusetts	Yes	Yes	X	X
Michigan	Yes	Yes	X	X
Minnesota	Yes	Yes	X	X
Missouri	Yes	Yes	X	X
Montana	Yes	Yes	X	X
Nebraska	Yes	Yes	X	X
New Jersey	Yes	Yes	X	X
New Mexico	Yes	Yes	X	X
North Dakota	Yes	Yes	X	X
Ohio	Yes	Yes	X	X
Oregon	Yes	Yes	X	X
Pennsylvania	Yes	Yes	X	X
South Carolina	Yes	Yes	X	X
Texas	Yes	Yes	X	X
Virginia	Yes	Yes	X	X
Washington	Yes	Yes	X	X
West Virginia	Yes	Yes	X	X
Wisconsin	Yes	Yes	X	X
Wyoming	Yes	Yes	X	X

e-Commerce: Does this business have an e-commerce website? X No Yes

If YES, what is the website?

Konica Minolta Business Solutions does have e-commerce capabilities. Currently we have a dedicated website for AEPA members to view product specifications and awarded pricing. Due to the complexity of configuring products, solutions and services we do not offer punch out capability for contracts of this nature.

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this bid will impact and determine the type and level of services required and these are identified in Part B Bid Specifications of this IFB.

Does this business have online customer support options?	_____ No	<u> X </u>	Yes
Does this business have a toll-free customers support phone option?	_____ No	<u> X </u>	Yes
Does this business offer local customer and support service options?	_____ No	<u> X </u>	Yes

Training: If applicable, does this business offer customer training for the products and services sold? _____ **No** X **Yes**

If YES, describe what types/kinds of training you offer, the venues where training occurs and the location(s) of your trainers, include number of staff dedicated to training and their qualifications and hours of operation.

Training is typically provided in two parts:

1. The local Konica Minolta technician will provide a simple overview of the new hardware, once it is installed, for your designated Key Operator to ensure that the basic functionality of the new hardware is immediately known.
2. The local Konica Minolta Sales Representative will be responsible for coordinating the second, more in-depth training, with your Key Operator and other department users.

To ensure these trainings are effective, Konica Minolta provides hands-on, instructor led training in each of our Regional Training Centers for all new products to ensure each technician is properly trained to service our hardware. These courses include an intensive, approach to all phases of operation, such as installation, troubleshooting, repair and network support. Real world exercises are utilized to ensure each technician gains an expert knowledge of the functionality and repair process for each unit. Each technician receives an average of over 6 months of training (more than 1000 hours).

Pricing:

Is your pricing methodology guaranteed for the term of the contract?	_____ No	<u> X </u>	Yes
Will you offer customized price lists to participating entities as required per the pricing terms of Part A?	_____ No	<u> X </u>	Yes
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	_____ No	<u> X </u>	Yes
Will you offer volume price discounts as described in the pricing terms of Part A?	_____ No	<u> X * </u>	Yes

*Konica Minolta is committed to providing AEPA members volume/spot discounts based on the competitive market conditions and opportunity on a case by case basis.

Competitiveness: In order for your bid to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume?	<u> X </u>	No	Yes
	_____	_____	

All discounts and pricing proposed mirrors our current AEPA pricing, and are aligned with customers of similar size

and scope. At Konica Minolta's discretion, additional discounts may be available to AEPA Members upon review of the opportunity and negotiations with the members.

Indicate which of the following apply and the **level of competitive range** you are offering in response to this IFB.

 X Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

 Pricing is LESS THAN individual customer and/or cooperatives. Lower by %

All discounts and pricing proposed mirrors our current AEPA pricing, and are aligned with customers of similar size and scope. At Konica Minolta's discretion, additional discounts may be available to AEPA Members upon review of the opportunity and negotiations with the members.

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)? **No** X **Yes**

If YES, identify which cooperative and the respective expiration date(s).

- NASPO ValuePoint 140597 expires December 31, 2021
- KPN -02 and KPN 202001-05 both expire February 28, 2021
- Sourcewell 083116 expires October 19, 2021
- Region 4 ESC, powered by OMNIA Partners expires May 31, 2023

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

Konica Minolta will continue to lead with the AEPA contract in participating states with their members in the public K-12 vertical marketplace.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency.
X	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes ALL (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Shipping & Handling: Orders that are \$50.00 or more shall include shipping and handling. What is the flat rate your company will charge, regardless of where shipped in the continental United States, for orders less than \$50.00?	\$0.00
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Note: Any accessories added on after initial installation of device will result in a \$50 delivery charge.

Product Returns: Does your business have a return policy? **No** X **Yes**

If YES, describe your return policy and if you charge a restocking fee, what is it? (AEPA allows up to 15% for supplies and up to 25% for equipment).

There is a standard 10% re-stocking fee for items returned within 30 days from date of delivery. However, due to the national scope of this contract, Konica Minolta is willing to review each instance on a case by case basis.

Payment Terms: Will your business offer AEPA buyer's a quick pay discount? ☒ **No** ☐ **Yes**

If YES, what is the discount? _____ %Net

Leasing: Do your business offer leasing arrangements under this bid? ☐ **No** ☒ **Yes**

If Yes, please indicate the rate factor and other cost factors below.

Hardware Rates*

Term	FMV	\$1.00 Purchase Option
	\$1,000 and over	\$1,000 and over
24 Months	.0475	.0494
36 Months	.0304	.0333
48 Months	.0247	.0262
60 Months	.0210	.0219

Rates are subject to change based on market fluctuations

Software Rates*

Software Only Transactions or Rates to use on Software When Blending with Hardware.

Term	Rate Factor
24 Months	.0499
36 Months	.0322
48 Months	.0254
60 Months	.0216

Rates are subject to change based on market fluctuations

*No adders have been included in these rates (Personal Property Tax, P-Card, etc.). Lower rates may be offered on a case by cases basis based on transaction size

Konica Minolta has a several financing options we can offer AEPA members:

Direct Lease Execution

AEPA eligible members authorized by statute and meeting Vendor's underwriting criteria may elect to lease Equipment from Vendor by executing and delivering Vendor's form Master Premier Lease Agreement and/or Master Premier Advantage Agreement, including the Schedules applicable to such Master Document. Additionally, for those state and local governmental entities that are subject to annual appropriations a Non Appropriation Addendum will be included (*Non-appropriations Addendum shall not apply to or for any private, non-profit entity, or any other privately owned entity*). Copies of the referenced documents are attached hereto. Each Schedule is a separate assignable lease or

loan. Konica Minolta may offer additional forms of lease/finance agreements from time to time based on individual entities specific needs.

Through the KMPF program, we can offer the following suite of Finance Solutions:

1. Fair Market Value Lease – 24-60 month terms
2. Dollar Buyout Leases - 24-60 month terms
3. True Municipal Finance Programs – 24-60 month terms *
4. Software Only Finance Program – 24-60 month term
5. Purchase Order Only Leases *

* Customer Must Qualify

Lease by Incorporation into Purchase Order Only

We also offer a Purchase Order Only Program to AEPA members. This program enables the purchase order (PO), the agreement and addendum to constitute a finance lease. Only the terms and conditions of the Purchase Order Addendum attached with our response are the prevailing terms. This program is not available to non-profit entities.

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

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

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

“This purchase order incorporates the terms and conditions of the Konica Minolta AEPA Contract #021-C, specifically those leasing terms from Leasing Exhibit A1 and Leasing Exhibit A2, attached thereto set forth at kmbs/konicaminolta.us/AEPA for full terms and conditions that govern and control leasing transactions which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order.”

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

Workplace Hub Orders Only:

“This purchase order incorporates the terms and conditions of the Konica Minolta AEPA Contract #021-C, specifically those leasing terms from Leasing Exhibit B1 and Leasing Exhibit A2, attached thereto set forth kmbs/konicaminolta.us/AEPA for full terms and conditions that govern and control leasing transactions which we have read and expressly agree to be bound by, as the controlling terms over any preprinted terms stated on this purchase order.”

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

Authorized Dealer:

AEPA members also have the option of a direct leasing agreement with the local installing and servicing dealers.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities of an AEPA Vendor Partner	Yes, indicate with an "X"	No, indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a \$0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Bid Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X	

Exceptions

Instructions:

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this bid.

	No , this bidder does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
X	Yes , this bidder has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this IFB.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
II. Solicitation Procedures Section A. –page 4	Issuing Agency	AEPA requires that Respondents only respond if they can offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume.	Konica Minolta has based our proposal on the information provided in this RFP and, thus, Konica Minolta cannot agree to this provision as written. All discounts for customers of similar size and scope have been considered when generating the price to AEPA. Additional discounts may be available to the AEPA Member upon review, negotiation, and at Konica Minolta's discretion.
Section V. General Terms and Conditions for All Agencies – page 12	Audit Rights	Audit Rights: In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books, and pertinent records related to this contract may be audited at a reasonable time and place.	All audits shall be subject to any reasonable conditions and restrictions Konica Minolta may impose to protect the confidentiality, integrity, and availability of its data and systems.
Section V. General Terms and Conditions for All Agencies – page 14	Cooperative Purchasing Contracts	The Vendor Partner agrees that all the prices, terms, warranties, and benefits granted by the Vendor Partner to AEPA Member Agencies or Participating Entities through this contract will be equal to or better than those offered to any individual entities or cooperatives that have equal or lesser volume. If the Vendor Partner shall, during the term of this Contract, enter into arrangements with any customer or cooperative providing greater benefits or terms that are more favorable, the Vendor Partner shall notify the AEPA category committee chairman and offer said prices, terms, warranties and benefits to all AEPA Member Agencies. The following shall be noted:	Konica Minolta has based our proposal on the information provided in this RFP and, thus, Konica Minolta cannot agree to this provision as written. All discounts for customers of similar size and scope have been considered when generating the price to AEPA. Additional discounts may be available to the AEPA Member upon review, negotiation, and at Konica Minolta's discretion.
New Section V. General Terms and Conditions for All Agencies –	Credit Hold	The Vendor Partner must agree not to place the AEPA Member Agency and/or its Participating Entity on	In instances where it becomes necessary to put an AEPA Agency Member on credit hold, it only affects that specific member and not all the

page 15		“credit hold” without 10 days advanced notice in writing, either by letter, facsimile or email to the AEPA Member Agency and the Participating Entity. The AEPA Member Agencies believe it is better for the Vendor Partner if the AEPA Member Agency places the slow-paying Agency Member on “credit hold;” if a Vendor Partner places the Participating Entity on credit hold, agencies that pay promptly are penalized. If, on the other hand, the Member Agency places the offending Participating Entity on “credit hold”, payment is more likely to result and only the offender is disciplined.	other members.
Section V. General Terms and Conditions for All Agencies – page 15	Delivery Terms, Conditions and Requirements:	The title and risk of loss of material or service: shall not pass to the Buyer purchasing the material or services until it receives the material or service at the point of delivery (FOB Destination) and they have been accepted, unless otherwise provided within this document or individual project’s contract.	Purchase Only: Title shall pass to Buyer upon acceptance, which shall be deemed accepted within three (3) days of delivery. Risk of loss shall pass to Buyer upon delivery of materials or performance of services. In the event of an FMV lease, title does not pass to the Buyer. Risk of loss shall pass to Buyer upon delivery of materials or performance of services.
Section V. General Terms and Conditions for All Agencies – page 15	Delivery Terms, Conditions and Requirements:	Ownership of products and services happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.	Purchase Only: Ownership shall pass to Buyer upon acceptance, which shall be deemed accepted within three (3) days of delivery. In the event of an FMV lease, ownership will not pass to the Buyer.
Section V. General Terms and Conditions for All Agencies – page 16	Liquidated Damages	The Buyer may suffer financial loss if the project is not substantially complete or products or services are not delivered on the established date. The Vendor Partner (if applicable surety) shall be liable for and shall pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be	Konica Minolta will make all reasonable commercial efforts to comply with the timeframes as outlined in our response or within such extra time as may have been allowed by approved extensions. We will endeavor to notify AEPA Member of any delays and will communicate anticipated dates of delivery. In lieu of financial guarantees, Konica Minolta will institute an escalation process to discern the root cause of the delay.

		complete and/or delivered. Liquidated damages will be determined on a project by project basis.	
Section V. General Terms and Conditions for All Agencies – page 16	Default in One Installment to Constitute Total Breach	Vendor Partner shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA Member Agency reserves the right to declare a breach of contract if the Vendor Partner delivers nonconforming materials or services to any Buyer under this contract.	Konica Minolta will agree to allow AEPA Member to terminate this Agreement, in whole or in part, upon Konica Minolta's failure to cure a default of its service obligations provided AEPA Member has provided Konica Minolta with 30 days written notice and the opportunity to cure. Cancellation of any lease agreement for any other reason will result in cancellation fees equal to the remaining stream of unpaid payments plus any open, unpaid items currently due or become due plus the cost of returning the product to a location and in a manner designated by Konica Minolta.
Section V. General Terms and Conditions for All Agencies – page 18	Force Majeure	Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if, and to the extent, that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; blizzards; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent	Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, labor dispute, or any other occurrence beyond its reasonable control.

		<p>the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.</p>	
<p>Section V. General Terms and Conditions for All Agencies – page 18,19</p>	<p>Indemnification</p>	<p>Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner's obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. The liability of</p>	<p>Konica Minolta agrees to indemnify, defend and hold harmless the AEPA, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death, or tangible property damage to the extent proximately caused by Konica Minolta's negligence or greater culpability in the performance of its obligations under this Agreement.</p> <p>Konica Minolta's indemnification obligations are conditioned on AEPA providing Konica Minolta prompt written notice of any claim, cooperating with Konica Minolta in the defense of the claim, and granting Konica Minolta control of the defense and settlement of the claim.</p>

		AEPA, its Members, Participating Entities, or its employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency's state laws. Installation: Equipment and items of construction shall be installed in accordance with the manufacturer's instructions, specifications, in accordance with any federal, state, local rules, regulations, codes, and the schedule determined by the AEPA Member Agency and/or Participating Entity.	
Section V. General Terms and Conditions for All Agencies – page 20	Liens	All materials and services shall be free of all liens.	Konica Minolta will not place a lien on AEPA Member's premises; however, hardware leases may be secured through use of liens or other similar methods.
Section V. General Terms and Conditions for All Agencies – page 21	Standard Ordering Process	b. Buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, pricelist or Vendor Partner's quote;	Buyer will prepare and issue a purchase order to the Vendor Partner or an Authorized Participating Dealer based on the product catalog, pricelist or Vendor Partner's quote;
Section V. General Terms and Conditions for All Agencies – page 21	Special Ordering Process	f. Vendor Partner shall provide the transaction and volume reporting as stipulated on a quarterly basis in the AEPA report format.	Konica Minolta cannot include the following columns in the AEPA report format: Extended Advertised Price and Savings.
Section V. General Terms and Conditions for All Agencies – page 22	Order of Precedence	Order of Precedence: In the event a conflict occurs the following order of precedence shall prevail: 1. Member Agency specific terms and conditions 2. Specifications and scope of work 3. General terms and conditions 4. Attachments and exhibits 5. Documents referenced or included in the solicitation	1. Mutually signed Lease Agreement 2. Member Agency Specific terms and conditions 3. Specifications and scope of work 4. General terms and conditions 5. Attachments and exhibits 6. Documents referenced or included in the solicitation
Section V. General Terms and Conditions for All Agencies – page 22	Patent and copyright indemnification	To the extent permitted by law, Vendor Partner shall indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials furnished or work performed under this contract. Member Agency and its	Konica Minolta agrees to defend, indemnify and hold harmless AEPA against any third party claims that the equipment leased or purchased under this agreement violates any third party's intellectual property rights. This indemnity provision will not apply if such third party claims of intellectual property rights violations are caused by AEPA, its officers, directors, employees or agents using the equipment in such a way as to cause such infringement,

		Participating Entities shall reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.	including, but not limited to, using equipment or products other than Konica Minolta products or using Konica Minolta equipment or products in an unauthorized manner. Konica Minolta's indemnification obligations are conditioned on AEPA providing Konica Minolta prompt written notice of the claim, cooperating with Konica Minolta.
Section V. General Terms and Conditions for All Agencies – page 22	Pricing	The Respondent/Vendor Partner must agree that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA.	Konica Minolta has based our proposal on the information provided in this RFP. All discounts for customers of similar size and scope have been considered when generating the price to AEPA. Additional discounts may be available to the AEPA Member upon review, negotiation, and at Konica Minolta's discretion.
Section V. General Terms and Conditions for All Agencies – page 23	Fixed Prices	i. Fixed prices: Prices bid shall be firm until each anniversary date of contract, unless there is an occurrence of one or more economic price adjustment contingencies outlined in the bid. Fixed price offers shall include prices for any and all items.	Konica Minolta will hold hardware discounts firm for the term of the contract. Service/Maintenance: At the end of the first year of an AEPA member maintenance contract agreement and once each successive 12-month period, KMBS and/or our authorized dealers will increase the maintenance base and usage charges. The annual increase in the maintenance and base usage charges will not exceed 11%. Lease rates are subject to change on additional installs due to market fluctuation.
Section V. General Terms and Conditions for All Agencies – page 27	Protests	Protests: Under this public procurement and AEPA's Solicitation, any Respondent who is aggrieved in connection with this procurement, can file a protest in accordance with (1) AEPA's Solicitation Document; (2) AEPA's Policies and Procedures; and (3) AEPA Member Agency's State Procurement Code and Board Policies. Venue for any and all legal actions regarding or arising out of the transactions covered herein shall be solely in the court of jurisdiction located in the state and county of the AEPA Member Agency and will govern any resulting transactions.	The parties will communicate and try to resolve any disputes that arise. If no resolution is achieved within thirty (30) days, the parties will seek the right to any remedy available.
Section V.	Termination by	Termination by AEPA Member	Konica Minolta will agree to allow AEPA

General Terms and Conditions for All Agencies – page 30	AEPA Member Agency	<p>Agency: An AEPA Member Agency may cancel any contract secured by the solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the AEPA Member Agency is or becomes, at any time while the contract or any extensions of the contract is in effect, an employee of, or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when the parties to this contract receive written notice from the AEPA Member Agency unless the notice specifies a later time. Cancellation by one AEPA Member Agency does not require other Agencies to cancel their contracts</p>	<p>Member to terminate this Agreement, in whole or in part, upon Konica Minolta's failure to cure a default of its service obligations provided AEPA Member has provided Konica Minolta with 30 days written notice and the opportunity to cure. Cancellation of any lease agreement for any other reason will result in cancellation fees equal to the remaining stream of unpaid payments plus any open, unpaid items currently due or become due plus the cost of returning the product to a location and in a manner designated by Konica Minolta.</p>
Section V. General Terms and Conditions for All Agencies – page 30	Termination for Convenience	<p>Termination for Convenience: AEPA Member Agency reserves the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," shall not accept any new orders after the termination date specified in the notice. Any termination shall not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit. The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this SOLICITATION if the Vendor Partner files for bankruptcy protection or is acquired by an independent third party. Vendor Partner may cancel this contract upon written notice to the</p>	<p>Konica Minolta recognizes the rights of a customer to terminate an agreement for convenience due to changes to business needs or environment. Konica Minolta will agree to allow AEPA Member to cancel the master agreement without fees given thirty (30) days prior written notice, preventing any additional placements subsequent to the date of termination. Additionally, termination for convenience will apply to any pending or open orders, which have yet to be installed at AEPA Member locations. However, product installed prior to the date of termination of the agreement will be obligated to remain in place for the full term of its respective lease period unless cancelled for Konica Minolta default on service obligations. Cancellation of any lease agreement for any other reason will result in cancellation fees equal to the remaining stream of unpaid payments plus any open, unpaid items currently due or become due plus the cost of returning the product to a location and in a manner designated by Konica Minolta.</p>

		AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the solicitation). Any termination shall not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency.	
Section V. General Terms and Conditions for All Agencies – page 30,31	Termination for Default	Termination for Default: If either party is in default under this contract, it shall have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. The AEPA Member Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor Partner, or if the Vendor Partner fails to comply with any contract terms and conditions, or fails to provide the AEPA Member Agency, upon request, with adequate assurances of future performance. In the event of termination for cause, the AEPA Member Agency shall not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner shall be liable to the AEPA Member Agency or any Participating Entity for any and all rights and remedies provided by law. If it is determined that the AEPA	Konica Minolta will agree to allow AEPA Member Agency to terminate a lease for individual pieces of hardware and the portion of the Lease Payment related to specific hardware, as it relates to a specific piece of hardware's failure to perform if Konica Minolta fails to cure a default of its service obligations as outlined under the Customer One Guarantee and provided AEPA Member Agency has provided Konica Minolta with 30 days written notice and a 30 day opportunity to cure. If Konica Minolta fails to cure within such 30 day cure period, the portion of the lease payment related to the non- performing hardware may be cancelled upon return of the that piece of hardware to Konica Minolta Premier Finance in accordance with the terms and conditions of the lease.

		Member Agency improperly terminated this contract for default, such termination shall be deemed a termination for convenience.	
Section V. General Terms and Conditions for All Agencies – page 31	Termination for Non-Appropriation	Termination for Non-Appropriation: Any individual Buyer's procurement/contract covered by this solicitation and executed in accordance with the resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of a court order, or because of insufficient appropriations made available to the Buyer's governing board and/or its State Legislature. Such termination will be effected by sending fifteen (15) days written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Vendor Partner and shall be final.	Konica Minolta will not extend this clause to non-profit entities.
Section V. General Terms and Conditions for All Agencies – page 31	Title and Risk of Loss	Title and Risk of Loss: The title and risk of loss of material or service shall not pass to the Buyer purchasing the material or services until it receives the material or service at the point of delivery unless otherwise provided within this document.	<p>Purchase Only: Title shall pass to Buyer upon acceptance, which shall be deemed accepted within three (3) days of Delivery. Risk of loss shall pass to Buyer upon delivery of materials or performance of services.</p> <p>In the event of an FMV lease, title does not pass to the Buyer. Risk of loss shall pass to Buyer upon delivery of materials or performance of services.</p>
Section V. General Terms and Conditions for All Agencies – page 31	Warranty	Warranty: Vendor Partner warrants that all commodities, supplies, materials, equipment, software, and service delivered under this contract shall conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum 12-month manufacturer's warranty that includes parts and labor unless otherwise specified and agreed to. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser to reach a solution in a	AEPA's sole and exclusive guarantee shall be the Customer One Guarantee. Konica Minolta agrees to maintain the hardware covered by this guarantee in good operating condition, providing necessary maintenance, service, and repairs as specified by the terms of the written maintenance agreement. Should a workgroup unit be out of service for more than 16 consecutive business hours, or a production print unit be out of service for more than 24 consecutive business hours, due to maintenance needs, Konica Minolta shall provide a loaner unit of similar capabilities upon request by AEPA

		dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner. All extended warranties must be passed on, without exception. If upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract.	Member Agency. Any unit that Konica Minolta determines cannot be properly repaired to manufacturer's specifications will be eligible for a replacement unit of substantially similar or greater capabilities, at no additional charge; provided, however, that the replacement unit may be other than new. We commit to this agreement to ensure your total confidence in our products.
Part B 9.6	Product Category Specific Specifications	Bid price shall include all equipment cost, delivery,, installation, removal, emergency and scheduled preventative maintenance repairs, all parts, all supplies (except paper and staples), and proper training to key personnel. All equipment shall equal or exceed, in all respects, the requested specifications provided in the schedule. Pricing shall not include taxes. The contractor shall make clear that any taxes not initially identified, that might occur in the future, are the responsibility of the Contractor.	Konica Minolta has included delivery and installation on all Konica Minolta brand equipment. On 3rd Party products, delivery and installation will be a separate charge. This is due to the size, weight, SOW customizations and complexity of these specialty products. Delivery and installation charges for these products will be mutually agreed to between KM and customer and reflected on orders.

Deviations

Instructions:

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the bidder's name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this bid.

	No , this bidder does not have deviations (exceptions or alternates) to the specifications listed in Part B of this IFB.
X	Yes , this bidder has the following deviations to the specifications listed in Part B of this IFB.

Outline Number Part B	Specification (describe)	Details of Deviation
8.8	Vendor Partners must provide a product or mix of products in a manner that will allow Buyers to migrate to emerging technologies/services and between legacy technologies with no penalty charge associated with maintaining the most appropriate selections of goods and services throughout the life of the contract.	Konica Minolta agrees to this clause as long as the migration to new technology does not impact any existing leases until they have met their full term. If a customer chooses to upgrade a lease early in order to upgrade to the latest technology, it will result in cancellation fees equal to the remaining stream of unpaid payments plus any open, unpaid items currently due or become due plus the cost of returning the product to a location and in a manner designated by Konica Minolta.
9.6	Bid price shall include all equipment cost, delivery, installation, removal, emergency and scheduled preventative maintenance repairs, all parts, all supplies (except paper and staples), and proper training to key personnel. All equipment shall equal or exceed, in all respects, the requested specifications provided in the schedule. Pricing shall not include taxes. The contractor shall make clear that any taxes not initially identified, that might occur in the future, are the responsibility of the Contractor.	Konica Minolta has included delivery and installation on all Konica Minolta brand equipment. On 3rd Party products, delivery and installation will be a separate charge. This is due to the size, weight, SOW customizations and complexity of these specialty products. Delivery and installation charges for these products will be mutually agreed to between KM and customer and reflected on orders.
9.15	After being notified by the buyer, the arrival of a repair technician shall not exceed four (4) working hours. Working hours are defined by the buyer and will be supplied to the contractor upon request. Machines shall be kept in good working order so that work delays and copy problems will be minimized. If a copier exhibits continuing breakdowns or poor copy quality for one (1) month or five (5) emergency breakdown calls, the buyer reserves the right to reject the copier. The Contractor will, at the buyer's option, replace the copier/printer with	Konica Minolta offers our Customer One Guarantee.

	an acceptable machine for the duration of the contract.	
9.25	The Purchasing Agency may do an Equipment Upgrade or Downgrade on a lease or rental at anytime throughout the term of the lease or rental agreement. The Purchasing Entity and the Awarded Vendor 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.	Upgrade or Downgrade will be limited to 10% of fleet.
9.26	Except in the case of Non-appropriation of funds, FMV, Capital, Straight Leases and Short-term Rentals may be subject to an early termination charge, and will involve the return of the Equipment (in good working condition; ordinary wear and tear excepted) by the Purchasing Agency to the Vendor Partner/Authorized Dealer. 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.	Upgrade or Downgrade will be limited to 10% of fleet.
Part D - Sales History	Provide your business's annual sales for 2018, 2019, and 2020 YTD in the United States by the various public segments.	Konica Minolta cannot provide revenue sales dollars as this is considered highly confidential information. However, we have provided percent distributions. In addition, we do not have the industry breakdowns exactly as they have been requested, but we have gotten our data as close as possible to what AEPA is looking for.
Part D - Responsibilities of an AEPA Vendor Partner	9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	Konica Minolta will make every attempt to increase sales with all AEPA Member Agencies throughout the term of the contract.

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent’s acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

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

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

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

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	<u>Respondent Certification:</u> YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes, I agree	KM
2. Termination for Cause of Convenience	No, I do NOT agree	KM
3. Equal Employment Opportunity	Yes, I agree	KM
4. Davis-Bacon Act	Yes, I agree	KM
5. Contract Work Hours and Safety Standards Act	Yes, I agree	KM
6. Right to Inventions Made Under a Contract or Agreement	Yes, I agree	KM
7. Clean Air Act and Federal Water Pollution Control Act	Yes, I agree	KM
8. Debarment and Suspension	Yes, I agree	KM
9. Byrd Anti-Lobbying Amendment	Yes, I agree	KM
10. Procurement of Recovered Materials	Yes, I agree	KM
11. Profit as a Separate Element of Price	No, I do NOT agree	KM
12. General Compliance with Participating Agencies	Yes, I agree	KM

Konica Minolta Business Solutions U.S.A., Inc.
Name of Business

Signature of Authorized Representative

Kristen McKenna
Printed Name

9-8-20
Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Kristen McKenna
Authorized Representative (Please print or type)

1595 SpringHill Rd. Suite 410
Mailing Address

State and Cooperative Contract Manager
Title (Please print or type)

Vienna, VA 22182
City, State, Zip

9-8-20
Signature of Authorized Representative

9-8-20
Date

Subscribed and sworn to before me this _____ day of _____

Notary Public in and for County of _____ State of _____

My commission expires on _____ Signature _____



Enter Notary Stamp



Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Konica Minolta Business Solutions U.S.A. Inc.</u>	Date	<u>9-8-20</u>
Address	<u>1595 SpringHill Rd.</u>	City, State Zip	<u>Vienna, VA 22182</u>
Contact Person	<u>Kristen McKenna</u>	Title	<u>State and Cooperative Contract Manager</u>
Authorized Signature	_____	Title	<u>State and Cooperative Contract Manager</u>
Email	<u>kristen.mckenna@kmb.konicaminolta.us</u>	Phone	<u>(703) 760-3551</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to twelve (12) months and will commence on the date indicated below and continue until February 28, 2022, unless terminated, canceled, or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency _____

Authorized Representative _____

Awarded this	day of	Contract Number
Contract to commence		
(Member Agency to select)	<u>3/1/2021</u>	<u>Or</u>

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

DELEGATION OF AUTHORITY

The undersigned being Vice President of Konica Minolta Business Solutions U.S.A., Inc. (the "Corporation") acting pursuant to authority granted by the Corporation's Board of Directors to the Corporation's officers on August 23, 2005, does hereby certify that:

- a) Kristen McKenna be and hereby is granted the power and authority to: (i) execute on behalf of the Corporation and deliver all documents in response to Government Contracts; and (ii) cause the corporate seal of the Corporation to be affixed to any such document or instrument requiring it and to have such seal attested by the Secretary or the Assistant Secretary of the Corporation; and
- b) the signature of Kristen McKenna, a specimen of each of which is noted below, delivered pursuant to this Delegation of Authority shall be binding upon the Corporation.

Specimen Signatures

Kristen McKenna

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

By: [Signature]

Sworn to before me this

14th day of January 2020

Ann Marie Burns

Notary Public



Association of Educational Purchasing Agencies

Tabulation Report IFB #021-C - Digital Multi-Function Devices, Printers, Document Lifecycle Accessories and Services

Vendor: Konica Minolta Business Solutions

General Comments:

General Attachments: Exhibit A - Disclosures Financial Health 2017 FinancialReport - Konica Minolta.pdf
Exhibit A - Disclosures Financial Health 2018 FinancialReport - Konica Minolta.pdf
Exhibit A - Disclosures Financial Health 2019 FinancialReport - Konica Minolta.pdf
Exhibit C -Additional Services- KMBS HDD Disposal Options - Konica Minolta.pdf
Exhibit C -Additional Services- Service Level Agreement - Konica Minolta.pdf
Exhibit C -Warranty- Customer One Guarantee - Konica Minolta.pdf
Part D Attachment- 2019_2020 Conferences - Konica Minolta.xlsx
Part D Attachment- Authorized Dealer Listing - Konica Minolta.xlsx
Part D Attachment- Direct Branch Locations - Konica Minolta.xls
Part D Attachment-KMPF Master Premier Advantage Agreement- Konica Minolta.pdf
Part D Attachment-KMPF+Master+Premier+Advantage+Schedule-Konica Minolta.pdf
Part D Attachment-KMPF Master Premier Lease Agreement- Konica Minolta.pdf
Part D Attachment-KMPF Master Premier Lease Schedule- Konica Minolta.pdf
Part D Attachment -Leasing PO Only Lease Terms- Konica Minolta.pdf
Part D Attachment-NonAppropriation of Funds Addendum-Konica Minolta.pdf
Part D- Questionnaire - Konica Minolta.pdf
Part E Attachment- Authorized Company Official- Konica Minolta.pdf
Part E - Signature Forms - Konica Minolta.pdf
Part F- Form F.1 - BW MFD- Konica Minolta.xlsx
Part F- Form F.2 - Color MFD- Konica Minolta.xlsx
Part F- Form F.3 - BW Printers- Konica Minolta.xlsx
Part F- Form F.4 - Color Printers- Konica Minolta.xlsx
Part F- Form F.5-F.8 - Discount Schedules- Konica Minolta.xlsx
Part F- Form F.9-F.11 - Discounts Schedules Related Services- Konica Minolta.xlsx
Price List- 3D Printers MSRP - Konica Minolta.pdf
Price List- 3rd Party MSRP - Konica Minolta.pdf
Price List- MFD MSRP - Konica Minolta.pdf
Price List- Printers MSRP - Konica Minolta.pdf
Price List- Scanners MSRP - Konica Minolta.pdf
Price List- Software MSRP - Konica Minolta.pdf