

This first Amendment to SW1034 (the “First Amendment”) is made this 11th day of December 2020, between the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”) and Konica Minolta Business Solutions USA, Inc. (“Supplier”) and is a Contract Document in connection with Oklahoma Statewide Contract No. 1034 (“SW1034”) between the State and Supplier. This First Amendment supplements and amends the SW1034 entered into between the parties effective on July 22, 2020, including all supplements and amendments thereto. Unless otherwise indicated herein, capitalized terms used in this First Amendment without definition shall have the respective meanings specified in the SW1034.

For good and valuable consideration, the parties agree as follows:

The purpose of this First Amendment is to correct errors made in the original SW1034 Contract and to make available services as outlined in the Negotiated Master Premier Advantage Agreement (“Negotiated MPAA”), attached hereto and incorporated as Attachment A. The Negotiated MPAA supersedes the previous version contained in NASPO Master Agreement No. 140597. All other Contract Documents remain active and unchanged. A copy of the original Participating Addendum is attached with red strikethrough text indicating deleted portions and blue text indicated added portions.

a. Section 1 of the Participating Addendum is hereby deleted in its entirety and replaced with the following:

“Scope: This Participating Addendum (“Addendum”) is entered into and effective July 22, 2020 (the “Effective Date”) between the State of Oklahoma by and through the Office of Management and Enterprise Services (the “Participating State”, “State”, or “Participating Entity”) and Konica Minolta (“Contractor,” “Vendor,” or “Supplier) and covers the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services led by the State of Colorado, for use by state agencies, interlocal entities, and affiliates authorized by the Participating State to utilize state contracts with the prior approval of the state’s Chief Procurement Officer.

This Addendum consists of the following documents, which are incorporated herein as part of this Addendum:

- Exhibit 1 - The State of Oklahoma Specific Terms and Conditions;
- Exhibit 2 – Negotiated Master Premier Lease Agreement; and
- Exhibit 3 – State of Oklahoma Hosting Agreement.”

b. Section 5 of the Participating Addendum is hereby deleted in its entirety and replaced with the following:

“Lease Agreements:

Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement, unless otherwise agreed to by the parties thereto, shall be in the form of the Master Premier Advantage Agreement (“MPAA”) and Master Premier Advantage Schedule as Attachments A and B OR Master Premier Lease Agreement (“MPLA”) and Master Premier Lease Schedule (“Schedule”) attached to the NASPO Master Agreement as Attachments C and D and, with respect to state and local governmental entities that are subject to annual appropriations, the Appropriations Rider is attached to the Participating Addendum as Attachment C1 .

In lieu of entering into an MPAA or MPLA and Schedule, the Purchasing Entity may initiate a Lease by issuing a purchase order (“PO”) that states “ This Purchase Order is subject to and incorporates by reference (i) that certain Master Premier Lease Agreement attached as Attachment C to NASPO ValuePoint Contract No. 140597, and (ii), if the issuer is subject to annual appropriations, the Appropriations Rider attached the Participating Addendum between the State of Oklahoma and Konica Minolta Business Solutions USA, Inc. pursuant to NASPO ValuePoint Contract NO. 140597. This purchase order shall constitute a Master Premier Lease Schedule under the terms of the Master Premier Lease Agreement. Standard, preprinted purchase order terms and conditions set forth in, incorporated into or referenced in this purchase order shall have no effect.

Each Lease, whether in the form of a Schedule or PO, constitutes a separate and independent agreement between the parties thereto and ranks in priority with this Participating Addendum. Each Schedule or PO, as applicable, together with the MPAA or MPLA and this Section 76 constitutes the entire agreement of the parties thereto with respect to the lease of the equipment; provided, however, that in the event of any conflict between a Lease and Sections 4.5.4 through 4.5.7 and 4.10.1 through 4.10.6 of the NASPO Master Agreement, the NASPO Master Agreement shall control and in the event of any conflict between a Schedule or PO, as applicable, and the MPAA or MPLA, the Schedule or PO shall control. In the event of a conflict between the NASPO Master Agreement and this Participating Addendum, the terms of this Participating Addendum will control. No modification

or amendment to any Lease shall be binding upon the parties thereto unless the same is in writing and signed by such parties.

Assignment: Contractor may assign, solely for financing purposes, upon written notification to the State of Oklahoma Division of Purchasing, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from bearing any obligation, terms and conditions as outlined under either the NASPO ValuePoint Master Agreement 18-001 or this Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Oklahoma Division of Purchasing.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

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

End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.”

## **SIGNATURES**



The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Statement of Work and to bind their respective Party thereto.

**State:**

*D. Jerry Moore*

**Authorized Signature**

D. Jerry Moore

**Printed Name**

Chief Information Officer

**Title**

Jan 14, 2021

**Date:**

**Supplier**

**Kristen A McKenna**  
A01094E00000175747FBD0700003FD6  
47FBD0700003FD6

Digitally signed by: Kristen A McKenna:  
A01094E00000175747FBD0700003FD6  
DN: CN = Kristen A McKenna:  
A01094E00000175747FBD0700003FD6 C = US  
O = U.S. Government OU = ECA, IdenTrust,  
KONICA MINOLTA BUSINESS SOLUTIONS  
Date: 2020.12.28 16:36:59 -0500

**Authorized Signature**

Kristen McKenna

**Printed Name**

State Contract Manager

**Title**

**Date: 12/18/2020**



# Negotiated Master Premier Advantage Agreement

For office use only (Check one): Branch Windsor

APPLICATION NUMBER

AGREEMENT NUMBER

KONICA MINOLTA

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](http://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, along with the terms and conditions in the Master Agreement and Participating Addendum are a complete statement of our Agreement regarding the listed equipment ("Agreement"). This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon issuance of a Purchase Order. The Equipment is deemed accepted by you under the applicable Schedule unless you notify us within ten (10) business 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. Any extension or renewal of the Term will be in accordance with the Term extension and renewal terms and conditions of the NASPO ValuePoint (lead by the State of CO) Contract Number 140597 as modified by that certain Participating Addendum between you and Konica Minolta Business Solutions U.S.A., Inc. **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 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. 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 except as provided in the Non Appropriations Rider.** 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
<b>CUSTOMER ACCEPTANCE</b>			
			
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**

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. 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 8:00am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at contract 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. 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.

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". THE LESSOR AGREES TO PASS THROUGH TO YOU ANY AND ALL TRANSFERABLE WARRANTIES ISSUED BY THE MAUFACTURER AND/OR SUPPLIER AT THE INCEPTION OF THIS LEASE.** 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 make the Equipment available for pick up, 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.

8. **INDEMNITY:** Section 23. Indemnification of Exhibit 1 to the Participating Addendum applies to this Agreement

9. **TAXES AND FEES:**

Except to the extent you have, upon our written request, provided a valid tax exemption certificate, you agree to pay when invoiced all sales and/or use taxes relating to this Agreement or the Equipment.

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 with 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 the Supplier, 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 in accordance with applicable law within forty-five (45) days of submission of invoice in the mutually agreed upon format and delivery method, or (b) if you break any of your material promises in the Agreement or any other Agreement with us, which is not cured within ten (10) business days after receipt of notice thereof from Lessor, you will be in default. If any part of a payment is more than ten (10) days late (beyond the forty-five (45) day period as defined above, you agree to pay a late charge in accordance with the applicable Oklahoma prompt payment Act or if less, the maximum charge allowed by law.

If you breach any term of this Agreement and after having been given written notice and thirty (30) days to cure, and where such breach remains uncured, you would be in default. If you are in default we may do any one or all of the following, provided, however, that Lessor may not recover value in excess of amounts then unpaid plus all amounts to become due under the terms of the Schedule for its full initial term; (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 you agree to compensate us, not as a penalty, by paying , the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under the applicable defaulted 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** when the event is not the fault of Lessor or its employees, agents, or subcontractors. 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:** Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of the Contract, or any of the Contract Documents shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

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. **LESSEE AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT OR ANY SCHEDULE WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW. WITH RESPECT TO THE UNIFORM COMMERCIAL CODE YOU 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**

15. **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. 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.

16. **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.**

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Led by the State of Colorado

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Master Agreement #: **140597**

Contractor: **KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.**

Participating Entity: **STATE OF OKLAHOMA**

**The following products and services are included in this contract portfolio:**

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Managed Print Services (MPS)
- Supplies
- Software
- Accessories for Discontinued Base Units

**Master Agreement Terms and Conditions:**

1. **Scope:** This Participating Addendum (“Addendum”) is entered into and effective July 22, 2020 (the “Effective Date”) between the State of Oklahoma by and through the Office of Management and Enterprise Services (the “Participating State”, “State”, or “Participating Entity”) and Konica Minolta (“Contractor,” “Vendor,” or “Supplier) and covers the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services led by the State of Colorado, for use by state agencies, interlocal entities, and affiliates authorized by the Participating State to utilize state contracts with the prior approval of the state’s Chief Procurement Officer.

This Addendum consists of the following documents, which are incorporated herein as part of this Addendum:

- Exhibit 1 - The State of Oklahoma Specific Terms and Conditions;
- Exhibit 2 – Negotiated Master Premier Lease Agreement; and
- Exhibit 3 – State of Oklahoma Hosting Agreement.

2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Oklahoma. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.



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

Contractor

Name:	Desiree Mendro
Address:	1595 Spring Hill Road, Suite 410, Vienna, VA 22182
Telephone:	(703) 637-1527
Fax:	
Email:	<a href="mailto:dmendro@kmb.konicaminolta.us">dmendro@kmb.konicaminolta.us</a>

Participating Entity

Name:	Statewide Initiatives Lead
Address:	5005 Lincoln Blvd. Ste. 200, Oklahoma City, OK 73105
Telephone:	(405) 521-4772
Fax:	n/a
Email:	<a href="http://Purchasing.omes.ok.gov">Purchasing.omes.ok.gov</a>

4. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions. See attached Exhibit 1 - The State of Oklahoma Specific Terms and Conditions; Exhibit 2 – Negotiated Master Premier Lease Agreement; Exhibit 3 – Hosting Terms.

5. Lease Agreements:

Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement, unless otherwise agreed to by the parties thereto, shall be in the form of the Master Premier Advantage Agreement (“MPAA”) and Master Premier Advantage Schedule as Attachments A and B OR Master Premier Lease Agreement (“MPLA”) and Master Premier Lease Schedule (“Schedule”) attached to the NASPO Master Agreement as Attachments C and D and, with respect to state and local governmental entities that are

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subject to annual appropriations, the Appropriations Rider is attached to the Participating Addendum as Attachment C1 .

In lieu of entering into [an MPAA or MPLA](#) and Schedule, the Purchasing Entity may initiate a Lease by issuing a purchase order (“PO”) that states “ This Purchase Order is subject to and incorporates by reference (i) that certain Master Premier Lease Agreement attached as Attachment C to NASPO ValuePoint Contract No. 140597, and (ii), if the issuer is subject to annual appropriations, the Appropriations Rider attached the Participating Addendum between the State of Oklahoma and Konica Minolta Business Solutions USA, Inc. pursuant to NASPO ValuePoint Contract NO. 140597. This purchase order shall constitute a Master Premier Lease Schedule under the terms of the Master Premier Lease Agreement. Standard, preprinted purchase order terms and conditions set forth in, incorporated into or referenced in this purchase order shall have no effect.

Each Lease, whether in the form of a Schedule or PO, constitutes a separate and independent agreement between the parties thereto and ranks in priority with this Participating Addendum. Each Schedule or PO, as applicable, together with the MPAA or MPLA and this Section 76 constitutes the entire agreement of the parties thereto with respect to the lease of the equipment; provided, however, that in the event of any conflict between a Lease and Sections 4.5.4 through 4.5.7 and 4.10.1 through 4.10.6 of the NASPO Master Agreement, the NASPO Master Agreement shall control and in the event of any conflict between a Schedule or PO, as applicable, and the MPAA or MPLA, the Schedule or PO shall control. In the event of a conflict between the NASPO Master Agreement and this Participating Addendum, the terms of this Participating Addendum will control. No modification or amendment to any Lease shall be binding upon the parties thereto unless the same is in writing and signed by such parties.

Assignment: Contractor may assign, solely for financing purposes, upon written notification to the State of Oklahoma Division of Purchasing, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from bearing any obligation, terms and conditions as outlined under either the NASPO ValuePoint Master Agreement 18-001 or this Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Oklahoma Division of Purchasing.

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Led by the State of Colorado

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End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

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

End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

**6. Resellers:** All contractors and resellers authorized in the State of *Oklahoma*, as shown on the dedicated Contractor (cooperative contract) website, are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

Authorization of dealers: All lease and rental programs may remain with the Contractor or Authorized Dealers through an in-house leasing program, or Contractor and their Authorized Dealers may use Third Party leasing companies, but all billing must be invoiced in the name of the Contractor or Authorized Dealer, and all contractual obligations shall remain with the Contractor. Prior to authorization of an Authorized Dealer, Contractor and Participating Entity shall amend this Addendum to allow for use of such Dealer and shall negotiate in good faith any additional documents a Purchasing Entity will be required to execute in connection with this Addendum.

**7. Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale, excluding leases under section 5, herein, under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #140597 & State Contract #1034" (2) Purchaser's, Address, Contact, & Phone-Number (3)

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Purchase order amount (4) Type of Lease (FMV, Straight, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

8. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance (“D&A”) certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractor(s) part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month’s invoice.

9. Not Specifically Priced (“NSP”) Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will not include:

- i) Interactive White boards;
- ii) Computers, monitors, or other related items;
- iii) Fax machines;
- iv) Overhead Projectors; and
- v) Cameras.

NSP items may only be acquired through the Contractor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

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10. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:
  - a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
  - b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.
11. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.
12. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor "Maintenance Service Level Agreement" provided in Participating Addendum Exhibit A.
13. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor "Managed Print Service Level Agreement" provided in Participating Addendum Exhibit B. Contractor(s) may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.
14. MPS Statement of Work Template: All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format provided in Participating Addendum Exhibit C (MPS Statement of Work), and it must be approved by both parties prior to the initiation of any engagement.



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

Participating Entity: The Office of Management and Enterprise Services	Contractor: KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.
Signature:	Signature: Kristen A McKenna: A01094E00000175747FBD0700003FD6 47FBD0700003FD6 <small>Digitally signed by: Kristen A McKenna: A01094E00000175747FBD0700003FD6 DN: CN = Kristen A McKenna: A01094E00000175747FBD0700003FD6 C = US O = U.S. Government OU = ECA, IdenTrust, KONICA MINOLTA BUSINESS SOLUTIONS Date: 2020.12.22 09:35:49 -05'00'</small>
Name: D. Jerry Moore	Name: Kristen McKenna
Title: Chief Information Officer	Title: State Contract Manager
Date:	Date: 12/18/2020

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	<a href="mailto:tfosket@naspovaluepoint.org">tfosket@naspovaluepoint.org</a>

***[Please email fully executed PDF copy of this document to***  
***[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)***  
***to support documentation of participation and posting in appropriate data bases.]***

# VENDOR EXECUTED Amendment 1 Konica Minolta PA to add MPAA

Final Audit Report

2021-01-14

Created:	2021-01-12
By:	Matthew Gomez (matthew.gomez@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8s298b8MCKZQfq6vIIDfW7jaMiK0Svo6

## "VENDOR EXECUTED Amendment 1 Konica Minolta PA to add MPAA" History

 Document digitally presigned by Kristen A McKenna:A01094E00000175747FBD0700003FD6  
2020-12-22 - 2:35:49 PM GMT- IP address: 165.225.216.112

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 Document created by Matthew Gomez (matthew.gomez@omes.ok.gov)  
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 Document emailed to Jerry Moore (jerry.moore@omes.ok.gov) for signature  
2021-01-12 - 2:46:35 AM GMT

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 Document e-signed by Jerry Moore (jerry.moore@omes.ok.gov)  
Signature Date: 2021-01-14 - 12:55:45 PM GMT - Time Source: server- IP address: 68.97.131.203

 Agreement completed.  
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