

**ADAMS COUNTY  
PROFESSIONAL SERVICE AGREEMENT  
FOR A COOPERATIVE AGREEMENT WITH REGION 4 ESC & NATIONAL  
IPA/OMNIA PARTNERS FOR COUNTY WIDE MANAGED PRINT SOLUTIONS**

THIS AGREEMENT ("Agreement") #2019.005 and Cooperative Region 4 ESC Contract #R171405 including its attachment the Managed Print Services Agreement ("MPSA") is made this **13th day of September 2019**, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Toshiba America Business Solutions, Inc., with headquarters located at 25530 Commercentre Blvd., Lake Forest, CA 92630, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

The County and the Contractor, for the consideration herein set forth, agree as follows:

**1. SERVICES OF THE CONTRACTOR:**

1.1. All work shall be in accordance with the Cooperative Agreement for Region 4 ESC #R171405 and its MPSA through the National IPA/Omnia Partners, Public Sector per the attached Exhibit A – State and Local Government Addendum, and Exhibit B – Master Lease with Maintenance Agreement (the "Lease Agreement") incorporated herein by reference. It is in the County's best interest to exercise its right to procure products and services pursuant to the County's Purchasing Policy 1080 for cooperative agreements. Should there be any discrepancy between the Exhibits and this Agreement the terms and conditions of this Agreement shall prevail. Notwithstanding the foregoing, for leased equipment delivered and accepted by the County, the lease terms and conditions in Exhibit B shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

**2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

**3. TERM:**

3.1. Term of Agreement: The Term of this Agreement shall be for FOUR (4) YEARS from the date first written above to coincide with the length of the first round of leases. Subsequent rounds of leases shall be case by case expiration dates.

- 3.2. **Renewal Option:** The County, at its sole option, may offer to renew this Agreement as necessary for up to three, one-year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.
4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for products and services furnished under this Agreement, and the Contractor shall accept as payment for those products and services per the attached pricing in Exhibit C – Department and Device Breakdown Unit Costs.

Payment pursuant to this Agreement, whether in full or in part, is subject to EXHIBIT A the State and Local Addendum.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:**

- 6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's negligent act or

omission in the performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. **Adams County as "Additional Insured":** The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

#### **9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages. IN NO EVENT WILL THE AMOUNTS DUE OR TO BECOME DUE WITH RESPECT TO THE SERVICES BE DEEMED INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

9.2. CONTRACTOR'S LIABILITY TO THE COUNTY ON ANY MATTERS RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED INDIVIDUALLY OR IN THE AGGREGATE THE TOTAL PURCHASE PRICE OF SERVICES PURCHASED BY CONTRACTOR IN RELATION TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE FIRST CAUSE OF ACTION ACCRUES.

#### **10. WARRANTY:**

10.1. Total Quality Commitment Program ("TQC"). Service Provider shall provide Customer with a product performance guarantee defined as TQC. Under this program, should the product not meet manufacturer specifications, then: (i) for purchased product, the product is replaced with a new product within the first three years, or (ii) for a leased product is covered for the initial lease term. Every new Toshiba MFP and accessory is backed by this performance guarantee, which includes the following:

(a) Free Replacement (new Toshiba hardware) – If Customer's new Toshiba MFP or its accessories does not operate within Toshiba's product

specifications during the term of this program, and if the hardware cannot be repaired to perform within product specifications, Service Provider will replace the copier, facsimile or accessory at no charge with a model of equal or better features and specifications. If replacement is made within one year of the hardware installation date, the replacement will be a new machine and/or accessory. Toshiba will incur shipping and delivery costs.

(b) **Free Loaner** – If Customer's MFP is out-of-service more than two (2) consecutive business days after notifying your authorized Service Provider or requires off-site service, a loaner MFP will be provided by the authorized Service Provider at no additional charge.

This program applies only to new Toshiba MFPs and/or accessories acquired by Customer from Service Provider on condition that the hardware: (i) was continuously maintained under a full service maintenance agreement provided by Service Provider, and (ii) only genuine Toshiba parts and consumable supplies are used in the maintenance and operation of the hardware. This program is non-transferable. Hardware damaged or destroyed because of customer's negligence, misuse or abuse, improper electrical power, or an act of God are not covered under this program.

## **11. TERMINATION:**

11.1. **For Cause:** If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the material covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving thirty (30) days with right to cure written notice to the Contractor of such termination and specifying the effective date thereof in the event Contractor has not cured the violation.

11.2. **For Convenience:** The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

## **12. MUTUAL UNDERSTANDINGS:**

12.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S.

(Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, as they pertain to the equipment and services under this Agreement, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it pertains to Contractor's performance under this Agreement.

12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause in accordance with Section 11.1 above.

12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God. In the event that the County is the force majeure affected party, payments on leased equipment shall not abate; however, County shall be given a sixty (60) day grace period to resume its normal operations, after which all outstanding and currently due payments shall be made whole.

12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Information Technology & Innovation Dept.  
Contact: Kevin Beach  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6156  
E-mail: kbeach@adcogov.org

Department: Adams County Purchasing  
Contact: Anna Forristall  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6297  
E-mail: aforristall@adcogov.org

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720.523.6116

Contractor: Toshiba America Business Solutions, Inc.  
Contact: Vance Stoneking  
Address: 1101 West 48<sup>th</sup> Avenue  
City, State, Zip: Denver, Colorado 80221  
Phone: 303-262-5819 or cell: 303-917-4719  
E-mail: vance.stoneking@tbs.toshiba.com

- 12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

### **13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered, which omissions shall not include leased equipment ordered and delivered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

### **14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate



the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

**ADAMS COUNTY COLORADO  
BOARD OF COUNTY COMMISSIONERS**

Steven J. Dorisio \_\_\_\_\_ Date 9/13/19  
Chair

**TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.**

[Signature] \_\_\_\_\_ Date 09/13/2019  
Signature  
Jim Hawkins \_\_\_\_\_ Vice President  
Printed Name Americas Toshiba Business Solutions  
Title

**Attest:**  
Josh Zygielbaum, Clerk and Recorder \_\_\_\_\_  
Deputy Clerk

Approved as to Form: [Signature]  
Adams County Attorney's Office

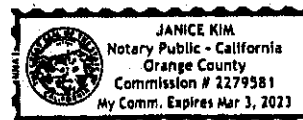
**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF Orange ) STATE OF California ) SS.

Signed and sworn to before me this 13<sup>th</sup> day of September, 2019,

by Janice Kim \_\_\_\_\_

[Signature] \_\_\_\_\_  
Notary Public



My commission expires on: March 3, 2023

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

### CONTRACTOR:

Toshiba America Business Solutions, Inc.      09/13/2019  
\_\_\_\_\_  
Company Name      Date

  
\_\_\_\_\_  
Signature

Jim Hawkins  
\_\_\_\_\_  
Name (Print or Type)

Vice President  
Americas Toshiba Business Solutions  
\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at:  
<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

**EXHIBIT TO ADAMS COUNTY PSA #2019.005 (the "PSA")**

**TOSHIBA MASTER PRINT SERVICES AGREEMENT  
("MPSA, or Agreement")**

This Managed Print Services Agreement Exhibit to the Adams County PSA #2019.005 is between Toshiba America Business Solutions, Inc. (hereinafter called "Toshiba" and the Adams County Board of County Commissioners hereinafter referred to as the "County" and/or "Customer". Toshiba and Customer hereinafter may be collectively referred to as the "Parties" and singularly as a "Party".

The following terms shall have the meanings ascribed to them in the Agreement and Attachments:

"*Attachment*" means any Attachments (including any schedules or exhibits, alone or attached thereto and other Attachments) appended to this Agreement. Each Attachment identified below is incorporated into this Agreement as if fully set forth herein. As of the Effective Date, the Attachments are as follows:

- Attachment 1 - New Product Service Level Agreement
- Attachment 2 - Managed Print Services Statement of Work
- Attachment 3 - Pricing Terms and Billing Program
- Attachment 4 - MPSA Order Form and Schedules

"*Consultative Services*" means a process whereby Toshiba shall evaluate the current inventory of copiers, printers, MFDs and facsimile models in use at a given Customer location, recommend the optimal and most cost-effective inventory of copiers, printers, MFDs and facsimile models for that location and all similarly situated locations, and implement a recommended *Document Output Management Plan*.

"*Cost-Per-Impression*" means a Services price that includes Supplies and is structured as an impression charge for single-sided page of output no greater than 8.5" x 14" (legal-size) produced on the MFD and which causes the MFD Product to increment by one. By way of example, a single 11 x 17" page, or a duplexed (double-sided) page of 8.5" x 11" or 8.5" x 14" would each be equivalent to two (2) impressions.

"*Document Output Management Plan*" a plan that is adopted and derived from the Consultative Services whereby Toshiba evaluated and recommended the optimal and most cost effective inventory of copiers, printers, MFDs and facsimile models at Customer locations, which may implement, in tandem with one another, at different intervals, in part or in whole, retirement of certain Existing Equipment, installation of new Product, and retention of Existing Equipment in order to maximize cost efficiencies. (leave in or take out – as needed)

"*Effective Date*" means the date this Agreement is effective.

"*Existing Equipment*" means equipment that meterable and which is in Customer's current inventory of printers existing at Customer locations as of the Effective Date, identified in the MPSA Order and MPS Schedule, and authorized for the Managed Print Services Statement of Work.

"*MPSA Order*" means an order placed by Customer to Toshiba for the purchase or lease of Product, Services and/or Supplies pursuant to this Agreement and in accordance with the procedures set forth in Attachment 4 hereunder.

"*Managed Print Service Level Agreement*" a detailed description of the deliverables, tasks and services required to manage Customer's Meterable Printers and new Toshiba provided printers.

"*Meterable Printers*" are defined as laser printers whose total count meters (including individual color and monochrome meters) can be obtained electronically by use of electronic means approved by Toshiba and Customer.

"*Product Price*" shall mean Toshiba' sale price to Customer and for Toshiba brand product as set forth in Attachment 3 Billing Program.

**"Product"** shall mean any Toshiba-branded or other non-Toshiba new multi-function product ("MFD"), copier, facsimile machine, printer, including firmware and software, including all updates, upgrades, new versions and new releases thereof, required to meet all published functional specifications for equipment and accessories offered by Toshiba.

**"Services"** means the following activities associated with Product: labor, travel, and maintenance necessary to repair Product, on-going remedial maintenance services, installation services, update and upgrade services for firmware and software.

**"Servicing Provider"** Toshiba's authorized distributor, having a geographic territory for which it can provide ongoing maintenance Services to repair Toshiba Product, provision Supplies, provide remedial maintenance services, provide installation services, and provide updates and upgrades for firmware and software.

**"Supplies"** means all supplies, with the exception of paper and staples that are required to produce printed output from Product utilized by Customer in the Agreement.

**"Warranty"** means the Toshiba manufacturer direct limited warranty for Toshiba Product.

## **1. SCOPE OF SERVICES: EQUIPMENT AND CUSTOMER LOCATIONS**

Upon receipt of Customer's executed MPS Order (defined in Attachment 4), Toshiba shall provide

- New Product, Supplies and Services for Customer's locations.
- Services for new Toshiba Product pursuant to the terms, conditions and service levels set forth in Attachment 1.
- Toshiba shall also provide managed print services for Customer's Existing Equipment pursuant to the Managed Print Service Statement of Work, Attachment 2 and for the Existing Product set forth on the MPS Order.

Toshiba and Customer may agree to change the scope of services and in such instances the agreed changes will be written in amendment format.

- 1.1 **Leased Product.** All leased Product is governed by a stand-alone leasing finance agreement as provided for in Exhibit B to the PSA. Each purchasing entity that pays separately shall sign its own a leasing finance agreement. Additional new equipment lease placements may be made any time throughout the term of this a lease finance agreement and the lease term for such additional equipment shall not be coterminous with existing leased equipment, unless otherwise quoted as coterminous. Each type of leasing finance agreement shall set forth the financial terms and conditions and the lease schedules shall set forth such information as the term, model number and payment. Customer hereby consents and acknowledges that Toshiba may assign lease finance agreements to a third party finance partner, without notice, all of Toshiba's s rights, title and interest in and to (a) the equipment covered by the Agreement, including the obligation to provide the right to use the Equipment, (b) all rights and remedies therein, including the right to collect rent due thereon, to repossess the property in the event of default by Customer under the Agreement and the right to initiate and maintain such legal proceedings, and (c) Toshiba's rights as Owner under the Agreement, including the right to receive equipment payments thereunder. None of Toshiba's obligations under the Agreement, however, are assumed by the assignee. Customer agrees that the rights of Toshiba's assignee will not be subject to any claims, defenses, or setoffs that Customer may have against Toshiba.

- 1.2 Customer agrees (i) not to assign, transfer or sublease Product leased pursuant to an MPSA Order without Toshiba's prior written consent, which consent shall not be unreasonably withheld.

**2. TERM AND TERMINATION OF SERVICES:**

2.1 Term. This Agreement is coterminous with the PSA.

2.2 Termination. Pursuant to Section 11 of the PSA.

**3. AGREEMENT STRUCTURE:**

This Agreement is made up of the following: This Agreement, Attachment 1 "New Product Service Level Agreement", Attachment 2 "Managed Print Services Statement of Work", Attachment 3 "Pricing Terms and Billing Program", Attachment 4 "MPSA Order Form and Schedules". The Attachments are incorporated herein by reference. Capitalized terms not defined here are defined in the Attachments and have the same meaning. In the event of conflict between the provision of the terms of this Agreement and the Attachments, the provisions of the Attachments will take precedence and control, except where the parties expressly so state. The terms of a mutually agreed upon Change Authorization will prevail over those of this Agreement or any previous Change Authorization.

**4. INVOICING AND PAYMENT:**

As consideration for the Services to be performed by Toshiba hereunder and all other tasks, services and obligations of Toshiba, Customer pay Toshiba the amounts set forth in each MPSA Order and/or each Lease Agreement entered into pursuant to this Agreement. Customer will make all payments and all the other charges required under this Agreement and any MPSA Orders when they are due and will perform all other obligations under the Agreement fully and promptly. Customer's obligations related to Existing Equipment and new Product placed into service pursuant to this Agreement come into effect upon the one of the following events, whichever occurs first: (i) Customer executes the Customer Acknowledgement Form, or (ii) upon Customer's actual usage of the Product.

**5. CREDIT APPLICATION: Intentionally Omitted**

**6. LIABILITY LIMITATION:**

EITHER PARTY'S ENTIRE LIABILITY TO THE OTHER, EXCLUDING A PARTY'S INDEMNITY OBLIGATIONS RELATED TO THIRD PARTY CLAIMS, AND THE OTHER PARTY'S EXCLUSIVE MONETARY REMEDIES, FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR

FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY PRODUCT, TOSHIBA'S SERVICES OR OTHER OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED \$100,000 IN THE AGGREGATE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY OR LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL FEES INCURRED UNDER THIS AGREEMENT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TOSHIBA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES HEREIN, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE AND TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.

**7. TAXES: Intentionally Omitted**

**8. NOTICES:**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, postage and delivery

charges pre-paid, and shall be sent in any of the acceptable methods: a) email, with transmission confirmed b) hand delivery, c) overnight mail service or d) first-class mail or certified mail, return receipt requested, to the other Party at the address (es) herein. Any Party may change the address to which notices are to be sent by notice given in accordance with the provisions of this section. Notices hereunder shall be deemed to have been given, and shall be effective upon actual receipt by the other Party, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other Party.

Customer Name: Adams County  
Customer Address: 4430 South Adams County Parkway  
Customer City, State, Zip: Brighton, CO 80601-8212  
Attn: Information Technology and Innovation Dept.

With a copy to:  
Toshiba America Business Solutions, Inc.  
Attn: Legal Department  
25530 Commercentre Drive  
Lake Forest, 92630

**9. JURISDICTION: Pursuant to the PSA**

**10. INDEMNITY: Pursuant to the PSA**

**11. ASSIGNMENT: Intentionally Omitted**

**12. REMOTE ELECTRONIC DISCOVERY TOOL:**

Customer agrees to allow Toshiba to install one or more instances of printer monitoring software on network-connected computers for the purpose of collecting and transmitting printer usage data. Customer agrees that the usage information gathered via the monitoring software are the sole and exclusive source of Customer printer page usage information for the purposes of computing Customer billing under this Agreement. In the event that the total counter for a given printer is reset during a service operation or for any other reason, Toshiba will bill using its best efforts to determine usage based on previous meter information.

Customer will have no ownership interest in the software and may not sell, transfer, assign, pledge, or in any way encumber or convey software, or modify, adapt, copy disassemble or decompile them. Toshiba will remove the software upon termination of the Agreement.

Toshiba agrees to indemnify, defend and hold Customer harmless for claims, losses, liabilities or actions related to Customer's use of the software product; provided, however, this indemnity extends to claims that software directly caused the loss, injury or claim. TOSHIBA IS NOT LIABLE FOR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER CAUSED BY THE USE OF SOFTWARE.

**12. CONFIDENTIALITY:**

Each Party hereby agrees that any and all confidential information exchanged between the Parties pursuant to this Agreement will not be used or disclosed by the recipient, unless such use or disclosure is required by law or is authorized by such other Party. The restrictions on the use of confidential information in this Section shall not apply to any information that is (i) independently developed by the party receiving such information without reference to such information, or (ii) was received from a third party without any obligation or restriction on use or disclosure of such information. All Confidential Information shall remain the property of, and be returned to, the disclosing party (along with all copies thereof) within thirty (30) days of receipt by the receiving party of a written request from the disclosing party setting forth the Confidential Information to be returned. In the event that a receiving party is requested or required (by third-party subpoena or discovery process in a lawsuit) to disclose any of the Confidential Information, it is agreed that the receiving party will provide disclosing party with prompt notice of such request(s) so that disclosing party may seek an appropriate protective order or other appropriate remedy. The parties understand that Customer is a governmental entity subject to the Colorado Open Records Act (CORA). In the event of a conflict between the terms of this Agreement and CORA, the terms of CORA shall prevail.

Confidential Information means any information and data of a confidential nature, including but not limited to proprietary, developmental, technical, marketing, sales, operating, performance, cost, know-how, business and process

information and all record-bearing media containing or disclosing such information and techniques which is disclosed pursuant to this Agreement.

**13. TITLE AND OWNERSHIP:**

All right, title and interest in and to Customer owned and leased Existing Equipment will be and remain with Customer, and Toshiba will have no title or ownership interest in such Customer owned and leased Existing Equipment. Customer will provide Toshiba reasonable access to all Customer owned and leased Existing Equipment for which Toshiba is providing Services at Customer facilities. Customer shall take any actions necessary to obtain any consents, approvals or authorizations from third parties having ownership to or interest in Existing Equipment as required so that Toshiba can lawfully access, operate, and repair the Existing Equipment and Customer shall indemnify Toshiba against claims related to Toshiba's servicing of the Existing Equipment.

**14. INDEPENDENT CONTRACTOR.**

Nothing contained in this Agreement will be construed to constitute Toshiba and Customer as partners, joint venturers, or as creating the relationship of employer and employee, franchisor and franchisee, or licensor and licensee. Toshiba and Customer will at all times remain independent contractors with respect to this Agreement and otherwise.

Toshiba reserves the right to utilize subcontractors in the performance of the services. Toshiba represents and warrants that all of its subcontractors and other representatives who perform the Services for Customer will be competent to perform the Services, will exercise their commercially reasonable efforts in performing the Services, and will comply with all terms and conditions applicable to Toshiba in performance of the Services pursuant to this Agreement.

**15. INFRINGEMENT:**

Each of the Parties hereby warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, trade secret, copyright or other proprietary right of any Third Party, or a violation of the other Party's software license agreements or intellectual property rights disclosed to or known by such Party.

**16. WARRANTIES:**

Toshiba warrants that it will perform Toshiba Services using generally recognized commercial practices and standards.

THE ABOVE WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, TOSHIBA SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, TITLE, AND NONINFRINGEMENT AND PROVIDES THE SERVICES "AS IS".

**17. FORCE MAJEURE**

If a Force Majeure Event occurs with respect to either Party and such Force Majeure Event substantially prevents or inhibits the affected Party's ability to receive or provide Services under this Agreement, then the affected Party shall not be considered in default of this Agreement. The affected Party shall have sixty (60) days to resume business. If the affected Party's business is substantially impaired, or it is impractical to resume business, then in such event, the party shall have the right to terminate the Services affected by the Force Majeure Event by delivering a Termination Notice specifying the Termination Date, provided however, that Customer remains obligated for Fees rendered to date.



**Attachment 1**  
**New Toshiba Product Service Level Agreement**

This Service Level Agreement ("SLA") covers Services for the new Toshiba Product in Customer locations. While the SLA is intended to provide, as much as possible, a clear understanding of the responsibilities of the Parties concerning these Services, this SLA is not intended to encompass every conceivable obligation and responsibility that may arise. Any capitalized terms utilized in this SLA shall be as defined in the Agreement unless otherwise noted herein.

**1. DISCOVERY AND DESIGN**

In conjunction with the initial assessment and design phase of the Managed Print Service SOW, Toshiba shall recommend, as part of a Document Output Management Plan, placement of new Product.

**2. INSTALLATION AND TRAINING SERVICES.**

2.1 Pre-Delivery. Toshiba shall coordinate with Customer any power, network and phone installations necessary to support new Product installations. Toshiba shall also coordinate with Customer to identify any security and safety requirements and obtain badges. Customer shall provide contact and location information of Customer key-users and delivery contacts.

2.2 Delivery. Toshiba shall deliver all new Product ordered within thirty (30) days of receipt of order. If Product is not available within that timeframe, Toshiba will provide a loaner until the Product is delivered. Toshiba shall notify Customer no later than three days (3) day after receipt of order if the delivery time will be delayed. All Supplies included in the Agreement will be provided by Servicing Providers without additional freight charges to Customer.

2.3 Rigging. Customer will be invoiced for additional, commercially reasonable, expenses resulting from unusual delivery and special rigging needs.

2.4 Expedited Delivery. Customer may request expedited delivery, and Toshiba will make its best effort to provide rush orders within twenty-four (24) hours. Expedited delivery charges shall apply and rates depend on the method of delivery and will be quoted at the time of request

2.5 Installation. The responsibilities are:

2.5.1 Customer will:

- Communicate installation requirements as standard or networked, specifically indicating which functions to enable: print, scan and fax.
- Provide trash receptacle

2.5.2 Toshiba will:

- Uncrate, set-up and install the new Product
- Connect Product to the power supply
- Verify Product functionality by conducting a standard print test
- Clean the installation area by removing excess packaging materials and properly disposing in the trash receptacle
- Install consumables

2.6 Training. Upon initial Product installation, Toshiba will provide on-site basic and Key Operator Customer training and software training for up to two (2) workstations. Basic user training consists of training users on the features and functions of the Product. Additionally, Customer may request and order a customized training services plan by completing an MPSA Order Form with Training Schedule.

2.6.1 Basic Copier Operations training includes:

- Feeder functionality
- Paper supplies
- How to make a copy from glass
- How to make a duplex copy
- How to reprogram drawers
- Zoom features and functions
- Finishing options
- Exposure settings

2.6.2 Key-Operator training includes:

- Adding paper
- Adding toner
- Adding staples
- Clearing misfeeds
- Placing service calls
- Ordering supplies

2.6.5 Customer shall:

- Designate and make available a suitable Key Operator to be trained and to monitor, use of the Product.
- Perform specific Key Operator responsibilities that include daily care and cleaning of the top glass, dusting Product, replenishing Supplies and clearing jams.
- Adhere to manufacturer's specifications and/or operating manuals in operating the Product, Product, Software and Connected Devices Training

3. SERVICES

3.1 General Description. Toshiba will provide maintenance Services for new Product that includes routine and preventative maintenance, labor, travel, and supplies, excluding paper and staples. Pricing for new Product Services shall be in accordance with Attachment 3 Billing Program. Services shall be performed by Toshiba' authorized Toshiba Servicing Providers, including those owned by Toshiba in accordance with the terms and conditions established in this SLA. Service Providers will use only Toshiba-brand parts for repair and the replaced parts become the property of the Service Providers.

3.2 Service Term. The service term shall commence on the installation date for newly installed Product. The service term for all placements shall expire the later of the (a) lease term, if applicable or (b) the Agreement expiration date.

3.3 Service Hours. Toshiba will respond provide Services during normal business hours from 8:00 a.m. to 5:00 p.m., M-F, excluding Toshiba and its Servicing Providers' recognized holidays. When a holiday falls on a non-workday, the holiday is observed on the next business day. Toshiba shall notify Customer, thirty (30) days in advance of any other scheduled closings.

3.4 Emergency Services. If available, emergency services (those services provided outside a Servicing Providers' normal business hours) may be provided by the Servicing Providers, in accordance with the individual Servicing Providers' maintenance policy. Emergency services are excluded from response time calculations. Charges for emergency services after normal business hours shall be billed separately and directly by the Servicing Providers at the Servicing Providers' negotiated rates.

3.5 Loaner. If the Product is out-of-service for more than two (2) consecutive business days after notifying the Service Provider, or if it requires off-site service, a loaner Product will be provided by the Service Provider at no additional charge.

3.6 Service Response Time. Toshiba shall provide response times for new Toshiba Product within 4-8 hours, and shall average an on-site response to a service call within four (4) business hours. For other non-Toshiba new Product, Toshiba shall provide a next business day response time. Customer shall assure that Toshiba's Servicing Providers have reasonable access to Product. If Product cannot be repaired within two (2) business days, a loaner machine with a model of equal or better features and specifications will be provided.

3.7 Servicing Dealer Identification. Servicing Providers' representatives shall wear clean attire and have identification in the form of an ID and/or a shirt with the Servicing Providers' logo.

3.8 Preventative Maintenance. Servicing Providers will perform preventative maintenance on the Product in accordance with the Product's scheduled preventative maintenance schedules during the term of this Agreement and any renewal. Preventative maintenance schedules are set by the Toshiba Product manufacturer and reside in the Product's firmware, and automatically notify the end-user via a visual icon when preventative maintenance is due. Customer shall be responsible for notifying Toshiba' On-Line

Dispatch Center when a preventative maintenance Service is required. Preventative maintenance costs are included in the Cost-Per-Impression pricing.

3.9 Placement of Services. Customer shall provide Toshiba personnel with: (i) a suitable and adequate work environment, including space for work for performance of the Services, as necessary, and (ii) any other items as may be mutually agreed by the parties. Toshiba shall, in all cases, be responsible for providing its personnel with pagers, laptops and cell phones, as required for performance of the Services.

3.10 Customer is responsible for providing access to the Products

#### 4. EQUIPMENT PERFORMANCE WARRANTY.

4.1 Toshiba will replace Toshiba Product if it does not operate within Toshiba's product specifications. This representation is in accordance with the Toshiba Quality Commitment Program (Schedule A).

#### 5. SERVICE EXCLUSIONS.

- Electrical work external to the Product is not covered by the Agreement. Telephone company charges to install or improve telephone lines are the responsibility of the Customer. Any charges by an outside source to improve electric or networking lines are the responsibility of the Customer. Network wiring to improve or connect the hardware or connect the hardware to a computer or network is not included in this agreement and is the responsibility of the Customer.
- This Agreement does not apply to any loss or damage to Product through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force, whether direct, indirect, inconsequential, or consequential. The costs of repairing Product caused by lightning strikes on utility or phone lines are excluded. Losses and damages occurring from any of the foregoing are specifically excluded from this Agreement.
- Without prior written authorization from Toshiba, Toshiba will not be required to make adjustments, repairs, replacements, alterations, additions and improvements to Product that are the result of : (a) a third party (other than authorized Toshiba' Service Providers) performing any maintenance, repair or replacement, (b) damages occurring from Product movement by a party other than the Toshiba's Service Providers (including without limitation, unavoidable accidents), (c) abuse or misuse of the Product, (d) alteration or tampering of the Product, or interconnection of the Product with non-Toshiba or non-compatible equipment, (e) placement of the Product in an area that does not conform to Product space, electrical and environmental requirements, (f) failure of or improper telephone or electrical power, (g) Customer's failure to adhere to manufacturer's specifications and/or operating manuals in operating the Product, or (h) Customer use of parts or supplies from any source other than the Toshiba Service Providers with Toshiba parts and supplies, excluding paper and staples.
- This Agreement does not cover service necessitated as a result of malfunction of Product when unauthorized parts, Attachments, or supplies are used with the Product. There may be additional charges for service of malfunctioning Product when unauthorized parts, Attachments, or supplies are used with Product. In such event, Toshiba reserves the right to terminate the Product in the event that it is determined that such changes, alterations, or Attachment make it impractical for Toshiba's servicing provider(s) to continue to service the Product.
- This Agreement does not cover service necessitated as a result of alterations or malfunctioning computer or network hardware. In addition, alterations or malfunctioning computer or network operating system, Customer software application, and/or network operating software are not covered by this Agreement. In such event, Toshiba also reserves the right to terminate the Agreement or affected Product in the event that it is determined that such changes, alterations or malfunctions make it impractical for Toshiba's servicing providers or authorized third-party Toshiba to continue to service the Product.
- Driver support for single or individual user software applications.
- Service requested to replace consumable items such as but not limited to printer supplies (paper, ink cartridges and toner), power strips, and batteries.

5.1 If the Toshiba Service Providers provide maintenance caused by any of the foregoing actions or other work not covered with the Product under the foregoing maintenance obligation, such maintenance shall be billed to Customer at the Toshiba Service Dealer's then current market rates for labor and parts,

and not to exceed \$150 an hour, if Customer agrees to accept the services. If Customer does not agree to the rates, then Toshiba has the right to discontinue service for the affected Product. Customer agrees that Toshiba Service Providers will not be required to make adjustments, repairs, or replacements to the Product, if Toshiba Providers are not provided reasonable access to the Product.

**6. ON-LINE DISPATCH CENTER.**

6.1 Toshiba shall provide centralized Service and Supply provisioning through its On-Line Dispatch Center. Customer shall have 24/7 access to on-line dispatch information.

6.2 Placing Service Calls. In the event that a Product is inoperable, a function is not working properly or copies are not legible, then Customer shall place a call to the On-Line Dispatch Center to initiate tracking of downtime. The toll-free phone number for the On-Line Dispatch Center is:

On-Line Dispatch Center  
(877) 855-1344 Toll-free  
8:00 am – 5:00 pm (Eastern - Pacific Time Zone)

6.3 Dispatch Reports. Customer will have 24/7 access to the On-line Dispatch service information. Customer will also have the ability to generate reports. The following information is available:

- Response time
- Up-time
- Machines-In -Field
- Machine History

6.4 GSP. Toshiba shall also provide Customer access to Toshiba's Global Services Portal ("GSP") which is an Internet website, and shall be customized with Customer specific information accessible through secure user ID and password. GSP shall host information such as:

- Pricing
- Product Illustrations
- Product Descriptions
- Technical and Training information

**7. SERVICE METRIC**

7.1 Uptime. Toshiba's fleet shall average a 95% uptime performance for Customer's Toshiba fleet over a ninety (90) day period. A down machine is a machine that cannot make a legible copy, to the earlier of machine repair or a loaner is provided, excluding preventative maintenance and Customer negligence. Toshiba shall use the following downtime calculations:

8 hours per day x 5 days a week x 4 weeks = 160 hours of operable time  
Machine is down for two- (2) hours

7.2 Reports. Toshiba shall provide the following Reports on a quarterly basis due on the first Monday of the first week of the next month following expiration of the quarter:

- Summary Billing Report that details each cost center (cost center identified by location or asset); detailing Product ordered
- Separate Summary Billing Report for Services

**Schedule A  
to Attachment 1 (TQC)**

Toshiba America Business Solutions, Inc.'s ("Toshiba") Total Quality Commitment Program includes:

**1.1 Free Replacement**

If Customer's Toshiba MFD or its accessories, do not operate within Toshiba's MFD specifications during the term of this program, and if the MFD cannot be repaired to perform within MFD specifications, Toshiba will replace the MFD or accessory at no charge with a model of equal or better features and specifications.

**1.2 Free Loaner**

If Customer's Toshiba MFD is out-of-service more than two (2) consecutive business days after notifying your Authorized Dealer or requires off-site service, a loaner MFD will be provided by the Authorized Toshiba Servicing Provider at no additional charge.

All loaned MFDs are the property of Toshiba or the Authorized Servicing Provider and must be returned to Toshiba or the Authorized Servicing Provider at the time the repaired or replaced MFD is tendered.

**1.3 Term of Program**

The term of this program is: a) for purchased MFD, three years from MFD installation date or maximum number of copies as stated in the MFD specifications, whichever occurs first; or, b) for leased or rented MFD, the length of the original lease or rental term starting from the MFD installation date or the maximum number of copies as stated in the MFD specifications, whichever occurs first.

**1.4 Terms & Conditions**

This program applies only to new MFD and/or accessories acquired by Customers from Toshiba or an Authorized Toshiba Servicing Provider under the following conditions: a) was continuously maintained under a full service maintenance agreement provided by an Authorized Toshiba Servicing Provider, and b) only genuine Toshiba parts and consumable supplies are used in the maintenance and operation of the MFD.

If an Authorized Toshiba Servicing Provider is not available to fulfill the terms of this program, Toshiba will resolve any program issues within a reasonable period of time. No modification or extension of this program is effective unless it is in writing and signed by the Vice President, General Manager of Toshiba-Electronic Imaging Division.

**1.5 How to Exercise this Guarantee**

Notify your Authorized Toshiba Servicing Provider of the problem. Your Authorized Servicing Provider will facilitate the claim.

**Attachment 2**  
**Managed Print Service Statement of Work**

Toshiba will provide to Customer throughout the United States, the Services outlined in this Statement of Work during the Initial Term and Renewal Terms. This SOW sets forth the scope of managed print services, requirements and obligations of the parties and is subject to the terms and conditions of the Managed Print Services Agreement ("Agreement") by and between Customer and Toshiba America Business Solutions, Inc. ("Toshiba"), and is incorporated therein by reference. In the event of an inconsistency or conflict with this Attachment 2 and the MSA, this Attachment 2 shall take precedence.

**1. Assessment Phase**

**1.1. Initial Assessment and Design**

- Toshiba's responsibilities are to:
  - Work with Customer to determine the scope and discovery to include sites and device types
  - Develop a schedule for discovery and design
  - Work with Customer to ascertain any security and safety requirements
  - Work with Customer to obtain necessary badging requirements
  - Use Toshiba meter collection software, a network discovery tool, when necessary to facilitate and augment the discovery process
  - Identify and confirm equipment
- Customers responsibilities are to:
  - Provide a local onsite Customer liaison to work with Toshiba at each site to assist with prioritization, coordination and communication of discovery
  - Provide the computer hardware necessary to operate the software
  - Provide the IP address, queue names, and any other network address required to perform Services
  - SNMP enable the networked equipment
  - Provide a specific list and location (name, address, building, floor, city, state, zip code, serial number, model number) for all meterable equipment
  - Provide any necessary access to floorplans and business areas
  - Provide and be responsible for all such telephone and modem lines, telephones, computers and peripheral devices, computer connections, and network access, as may be necessary for Toshiba to provide Services and to interconnect with Toshiba's network discovery and meter submission tool;
  - Provide Toshiba with current-state print device information to include: print queue names, device configuration, custom form, and IP addresses or host names for devices accepting print jobs from host or mainframe applications. Customer shall have the flexibility to direct output.
- Following discovery and design, Toshiba and Customer will mutually agree by location upon
  - The number and models of devices within the scope of Services
  - Fleet configuration, optimal mix, and future-state design including the placement of new Product and retention of Existing Equipment

**2. Implementation Phase**

**2.1. Toshiba and Customer shall:**

- Toshiba's responsibilities consist of:
  - Maintain an Asset List of all Meterable equipment
  - Coordinate with Customer any network and phone installations needed to support new devices
  - Create and distribute Toshiba asset tags for all equipment having the following necessary information to facilitate a Help Desk calls for networked equipment and supply provisioning for equipment:
    - Toshiba's Supplies Ordering Web Portal URL
    - Serial Number or Asset Tag
    - Toll Free Phone Number or Web URL for Service Dispatch

**2.2. Customer's responsibilities consist of:**

- Affix asset tags to all equipment and remove any previous service provider asset tags
- Provide and be responsible for all such telephone and modem lines, telephones, computers and peripheral devices, computer connections, and network access, as may be necessary for Toshiba to provide Services and to interconnect with Toshiba's network discovery and meter submission tool

### 3. Training

3.1. Customer may engage Toshiba to provide a customized training program by working with Toshiba to develop a Training Plan and order such plan via an MPSA Order Form and Training Plan Schedule.

### 4. Fleet Management.

Within ninety (90) calendar days following the Effective Date, Toshiba shall develop and thereafter maintain a comprehensive inventory of all Equipment that is discovered through Toshiba's electronic discovery tool:

- (a) equipment and network connections and infrastructure used by Toshiba to provide the services;
- (b) equipment, software and network connections and infrastructure used by Customer in connection with the Services. Toshiba shall provide an electronic copy of such inventory to Customer upon request.

### 5. Services & Help Desk

#### 5.1. Services

- In general, Toshiba is responsible for providing Services for Customer's networked Equipment identified through Toshiba's remote electronic discovery tool.
- Toshiba's responsibilities include:
  - To troubleshoot for the repair of the equipment and to attempt a phone resolution if one is available
  - To provide on-site break fix services for technical hardware issues that cannot be resolved remotely
  - Toshiba will provide all the support and materials necessary to maintain covered Existing Equipment in operating condition
  - To bear financial responsibility for all time, material, and travel associated with break / fix activities
  - To provide next business day break-fix service (for printers - refer to Attachment 1 Section 3.6 for MFD response time)
  - To restore malfunctioning equipment to good working order during the Service Hours of 8:00 am to 5:00 pm, Monday through Friday - Holidays Excluded
  - To provide toner required for the normal operation of
  - To meet reasonable security requirements identified by Customer
  - To provide a status upon call completion to the on-site service requestor (End-User or representative of End User) prior to leaving the Customer's site
- Toshiba is not responsible for:
  - Adjustments, repairs or replacements made necessary resulting from non-Toshiba Third Parties performing any maintenance, repair or replacement
  - Failures or damage resulting from accident, neglect, misuse, failure or inadequacy of electrical power or air conditioning or humidity control, or any causes other than ordinary use of the equipment
  - Damage to equipment that is placed in an area that does not conform to manufacturer's electrical and environmental requirements
  - Failure due to improper telephone or electrical power Acts of God, lightning or other incidents of excess voltage or power surges
  - Repairs necessary when Customer modifies, relocates, damages (including without limitation, unavoidable accidents) abuses or misuses the equipment (including without limitation, the spilling of toner or other substance in the machine) and the breakage of lids, hinges, cassettes, etc.
  - Repairs necessary when equipment is altered, tampered, or interconnected with non-compatible Equipment
  - Repairs relative to connectivity to the device
  - Providing cabling required to connect the printer to the network
  - Installing any Customer-replaceable consumables including but not limited to paper and toner

- Customer's responsibilities are:
  - To provide reasonable access to the equipment
  - To provide reasonable notice prior to Toshiba if a service request is cancelled
  - To notify Toshiba of any required security requirements as required by Customer
  - Support the diagnosis of malfunctioning devices by engaging by phone and/or in person with Toshiba technical support personnel as needed
- Vendor Managed Supplies
  - Toshiba responsibilities are to:
    - Fulfill all orders for supply replenishment under the Billing Program F.O.B. destination
    - Fulfill supply orders within three-days of order
    - Provide access to the Toshiba GSP, with a single sign-on, for the purpose of ordering all supplies
  - Customer responsibilities consist of:
    - Provide secure and environmentally appropriate storage for all supplies
  - Customer will order supplies as required through Toshiba's GSP and will instruct Customer employees to order such supplies through Toshiba's GSP
  - Installation of toner and other Customer installable consumables
  - Ensuring that all supplies ordered on behalf of Customer are protected against theft or misuse

## 5.2. Help Desk

- Help Desk Services are those services required to coordinate and respond to problems and service requests made by Customer in the United States. Toshiba shall be responsible for providing, direct or indirect Help Desk access with begin-to-end logging, tracking, resolution and reporting of service calls.
- Toshiba's will perform the following:
  - Toshiba will provide Help Desk support for equipment
  - To provide on-line and toll-free dispatch services to Customer
  - To provide access to Toshiba's portal for the purpose of placing service calls
  - To provide an estimated time of arrival for all service calls
- Customers' Responsibilities are:
  - To make all service calls through Toshiba's GSP or toll-free phone number
  - To convey the end user name and location
  - To convey the model type and serial number
  - To convey the nature of the service call whether it is a problem or failure
  - To promptly return any calls that Help Desk was unable to reach live

## 6. Parts

Part(s) used in the repair of equipment will be new or refurbished, equivalent or better-than-new in functionality and are not necessarily brand name specific. Replaced parts become the property of Toshiba.

## 7. Additional Activities

7.1. Toshiba is not obligated, but may at its discretion and Customer's approval perform the following services and charge the Customer a time and material rate of **\$150 an hour** for services associated with the following:

- Adjustments, repairs or replacements made necessary resulting from non-Toshiba Third Parties performing any maintenance, repair or replacement;
- Failures or damage resulting from accident, neglect, misuse, failure or inadequacy of electrical power or air conditioning or humidity control, or any causes other than ordinary use of the equipment;
- Damage to equipment that is placed in an area that does not conform to manufacturer's electrical and environmental requirements;



- Failure due to improper telephone or electrical power Acts of God, lightning or other incidents of excess voltage or power surges;
- Repairs necessary when Customer modifies, relocates, damages (including without limitation, unavoidable accidents), abuses or misuses the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breakage of lids, hinges, cassettes, etc.;
- Repairs necessary when Equipment is altered, tampered, or interconnected with non-compatible Equipment.

7.2. Outside of the Service Hours. After-hour services, weekend and Holidays are considered out-of-scope activities that do not fall within the Service Hours. Toshiba, at its discretion with Customer's consent and direction, may provide the out-of-scope services, provided that proper authorization is received from Customer. These services will be billed separately to Customer and the amounts so billed will be payable to Toshiba according to the then current Time & Materials rates.

7.3. Network/Software/Other/Supply Replacement. Requests for the following types of services are out-of-scope and may be performed at Toshiba's discretion with Customer's consent, direction and proper authorization. In the event Toshiba is willing to perform the tasks, Customer shall be billed in addition to time spent and distance traveled fees for (a) Driver support for single or individual user software applications (Toshiba will provide installation support for two workstations upon new equipment delivery), (b) Service requested to replace consumable items such as but not limited to printer supplies (paper, ink cartridges and toner), power strips, and batteries.

**Attachment 3**  
**PRICING TERMS AND BILLING PROGRAM**

**1. Pricing Terms**

**Cost Per Page Program for Existing Equipment and Newly Placed Meterable Printers:** Toshiba shall charge Customer and Customer agrees to pay the monochrome and color Page Cost-Per-Impression, if applicable, for output produced on Existing Equipment and on newly placed Meterable Printers. Pricing options are set forth in Exhibit C to PSA.

A cost-per-page means a price that is structured as an impression charge for single-sided page of output no greater than 8.5" x 14" (legal-size) produced on the printer and which causes the printer to increment by one. By way of example, a single 11 x 17" page, or a duplexed (double-sided) page of 8.5" x 11" or 8.5" x 14" would each be equivalent to two (2) impressions

Depending on the Customer's option elected, the pricing includes all toner, on-site service labor, travel and service parts (including PM Kits, Drums, Fusers, and Assemblies). Paper is specifically excluded. Toner may be OEM or OEM Replacement at Toshiba's discretion. Customer agrees that any consumables and/or services deployed by Toshiba in accordance with the Agreement are solely in support of Meterable Equipment for which Customer is billed and as identified in MPS Purchase Order Form.

**1.1. New Product Maintenance Services Pricing:**

Toshiba shall provide purchase and lease for new Product which includes installation fees and delivery, such pricing will be indicated on an MPSA Order Form and appropriate Schedules. Pricing for new Product is set forth on Exhibit C to the PSA

**Upgrades/Downgrades/Terminations.** Customer may upgrade/downgrade or terminate leased Product at any time by paying the outstanding payment stream, plus outstanding receivables and the buyout amount, if applicable and if the Customer desires to keep the Product.

**Month-to-Month.** When Leased Product that reaches the end of lease term, Customer shall have the option to purchase the Product at the buyout option indicated, or it will renew on a month-to-month basis with no increase in monthly rates or additional charges. Customer may purchase the Product at a buyout option or cancel during the renewal period upon thirty (30) days notice.

**Product Supplies and Services Pricing.** Toshiba's service pricing is structured as a Page Cost-Per-Impression or fee based, either monthly or annually, based on average volumes (low volume band, mid volume band).

Toshiba pricing shall not exceed the pricing set forth in the Agreement.

**Pricing Escalation/Renewal Term Pricing.** Customer agrees that Toshiba may increase the maintenance pricing annually.

Prices are subject to change based on market conditions, fleet or volume changes, and other factors. Toshiba will provide thirty (30) days advance notice of the price change.

**2. Exclusions.** The following activities are not included in the pricing Plan and will be charged at the prevailing market rates:

- Moves (moves within a building and from building-to-building)
- Relocations costs
- Rigging (extraordinary means of delivery)
- Property Tax
- End-of-Term equipment removals (unless included in price as indicated)
- After Hour and Emergency Services
- Exclusions indicated in the SLA and SOW or Attachment 1 and 2
- MICR toner

**3. Payment Terms.** Payment terms are net 30 days from the date of the invoice

## STATE AND LOCAL GOVERNMENT ADDENDUM

**THIS ADDENDUM**, entered into by and between Adams County, as lessee and/or customer ("Customer") and Toshiba America Business Solutions, Inc., as the lessor, equipment owner, and/or the provider of financial services to Customer ("Lessor/Owner"), amends and modifies Master Lease With Maintenance Agreement No. 450-7945684 (the "Agreement").

### BACKGROUND

- A. Lessor/Owner and Customer desire to amend the terms and conditions of the Agreement, upon and subject to the terms and conditions of this Addendum.
- B. All capitalized terms not otherwise defined herein will have the meanings set forth in the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound agree as follows with respect to the Agreement and the transaction evidenced thereby:

**1. EFFECT OF ADDENDUM.** To the extent of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will prevail and control. All terms and conditions of the Agreement not modified by this Addendum shall remain in full force and effect and are hereby ratified by the parties.

**2. GOVERNING LAW AND JURISDICTION.** THE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CUSTOMER'S LOCATION, AND THE PARTIES AGREE TO THE NON-EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS IN SUCH STATE.

**3. NON-APPROPRIATION OF FUNDS.** Notwithstanding any provisions of the Agreement, Customer's obligation to pay all amounts due under the Agreement, including but not limited to periodic rent payments, is contingent upon the approval of appropriation of funds by its governing body. Customer intends to remit all periodic payments and other sums when due and payable to Lessor/Owner for the full term of the Agreement (the "Term") if funds are legally available. In the event that (i) Customer is not granted an appropriation of funds at any time during the Term of the Agreement for the Equipment, and (ii) operating funds are not otherwise available to Customer to pay its obligations under the Agreement, and (iii) there is no other legal procedure or available funds by or with which payment can be made to Lessor/Owner, then Customer shall have the right to terminate the Agreement as of the last day of the fiscal period for which appropriations were received ("Termination Date"). At least thirty (30) days prior to the Termination Date, Customer's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the following fiscal period, and (b) Customer has exhausted all funds legally available for the payments due under the Agreement. Such termination shall be without penalty or expense to Customer, except that Customer shall remain obligated to pay any payments or sums due under the Agreement for which funds shall have been appropriated and budgeted, and Customer shall return the Equipment to Lessor/Owner on or prior to the Termination Date in accordance with the Equipment return provisions of the Agreement.

**4. OWNERSHIP; TAXES.** Customer hereby acknowledges and agrees that unless otherwise required by applicable law, Lessor/Owner will be the legal owner of the Equipment throughout the term of the Agreement, and may be assessed personal property taxes, notwithstanding the fact that Customer may be exempt from the payment of such taxes. Consequently, Customer hereby agrees to either, at the option of Lessor/Owner: (a) reimburse Lessor/Owner annually for all personal property taxes which Lessor/Owner may be required to pay as the owner of the Equipment, or (b) remit to Lessor/Owner each month Lessor/Owner's estimate of the monthly equivalent of the annual personal property taxes to be assessed against the owner of the Equipment.

**5. SPECIAL REPRESENTATIONS AND WARRANTIES OF CUSTOMER.** Customer hereby represents and warrants to Lessor/Owner that as of the date of this Agreement, and throughout the Term thereof: (a) Customer is the entity indicated in the Agreement; (b) Customer is duly organized and existing under the Constitution and laws of the State in which it is located; (c) Customer is authorized to enter into and carry out its obligations under the Agreement, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents"); (d) the Documents have been duly authorized, executed and delivered by Customer in accordance with all applicable laws, rules, ordinances, and regulations, and person(s) signing the Documents have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine, and the Documents constitute the valid, legal, binding agreements of Customer, enforceable in accordance with their terms; (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and shall be used during the Term of the Agreement only to perform such function; (f) Customer intends to use the Equipment for the entire Term and shall take all necessary action to include in its annual budget any funds required to fulfill its obligations for each fiscal year during the Term; (g) Customer has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Agreement and the Equipment; (h) Customer's obligation to remit all amounts due and payable under the Agreement constitutes a current expense and not a debt under applicable state law, no provision of the Agreement constitutes a pledge of Customer's tax or general revenues, and any provision which is so construed by a court of competent jurisdiction is void from the inception of the Agreement; (i) all amounts due and to become due during Customer's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the use of the Equipment; (j) all financial information Customer has provided to Lessor/Owner is true and accurate and provides a good representation of Customer's financial condition; (k) no event of non-appropriation, as described herein, has occurred and it is not presently known that any such event will occur under any lease or other contract by which Customer is bound; and (l) If requested by Lessor/Owner, Customer will execute and deliver to Lessor/Owner in connection with the Agreement, a certificate of resolution and incumbency and/or an opinion of counsel in form and substance satisfactory to Lessor/Owner.

**6. LIMITATIONS.** The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to non-appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law.

**7. EFFECTIVENESS OF ADDENDUM.** This Addendum is incorporated into and made a part of the Agreement, effective as of the same day as the Agreement. This Addendum and the Agreement together constitute the entire agreement of the parties with respect to the subject matter hereof and thereof. All terms and conditions of the Agreement not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Addendum effective as of the effective date set forth above.

Adams County  
Customer

BY: Steven J. O'Dorisio  
NAME: Steven J. O'Dorisio  
TITLE: Chair

Toshiba America Business Solutions, Inc  
Lessor/Owner

BY: [Signature]  
NAME: Jim Hawkins  
Vice President,  
TITLE: Americas Toshiba Business Solutions

APPROVED AS TO FORM  
COUNTY ATTORNEY  
[Signature]

Page 2 of 2

**Region 4 ESC &  
National IPA Members**

MEMBER NUMBER: \_\_\_\_\_

**MASTER LEASE WITH MAINTENANCE AGREEMENT**

AS TO FORM  
COUNTY ATTORNEY

**TOSHIBA**

APPLICATION NUMBER

3-3263869433

AGREEMENT NUMBER

450-7945684

The words you and your, refer to the Customer. The words Lessor, we, us, and our, refer to Toshiba America Business Solutions, Inc. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Master Lease With Maintenance Agreement (this "Agreement"). Hereinafter, reference to either a "Schedule" and/or a "Supplement" shall mean any lease schedule or supplement signed by you and us which incorporates the terms of this Agreement.

**CUSTOMER CONTACT INFORMATION**

Legal Company Name: Adams County

Fed. Tax ID#:

Contact Person:

Bill-To Phone:

Bill-To Fax:

Billing Address: 4430 South Adams County Parkway

City, State - Zip: Brighton, CO 80601

**TABS LOCATION**

Contact Name: Vance Stoneking

Location: 1101 W 48th Ave, Denver, CO 80221

**TERMS AND CONDITIONS** (Terms Continued on Page 2)

- Lease Agreement:** You agree to lease the equipment described under the "ITEM DESCRIPTION" of any Master Lease Agreement With Maintenance Schedule (collectively the "Equipment") that incorporates this Agreement by reference. A Master Lease Agreement With Maintenance Schedule to this Agreement ("Schedule" and/or "Lease") shall incorporate this Agreement by reference by listing the Agreement Number set forth above on the Schedule. Each Schedule that incorporates this Agreement shall be governed by the terms and conditions of this Agreement, as well as the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute an agreement separate and distinct from this Agreement and any other Schedule and shall continue for the full term stated therein ("Term"). In the event of a conflict between the provisions of this Agreement and a Schedule, the provisions of the Schedule shall govern but only with respect to that Schedule. The termination of this Agreement will not affect any Schedules executed before the effective date of such termination. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on attached Schedule to this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. 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 assignees or third parties having an economic interest in this Agreement or the Equipment.
- Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on attached Schedule to this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
- Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on attached Schedule to this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on attached Schedule to this Agreement) for each metered image that exceeds the applicable Images included. We reserve the right to estimate the number of Images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess Images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
- WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, 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. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.

**THIS AGREEMENT AND EACH SCHEDULE IS NONCANCELABLE / IRREVOCABLE AND CANNOT BE CANCELLED OR TERMINATED.**

**LESSOR ACCEPTANCE**

Toshiba America Business Solutions, Inc.

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

Title: Vice President

Date: 09/13/2019

**CUSTOMER ACCEPTANCE**

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

Name: Steven J. O'Donoghue

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

Title: Chair

Date: 9/13/19

## TERMS AND CONDITIONS (Terms Continued from Page 1)

5. **Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
8. **Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
9. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
10. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
11. **Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement we reserve the right to do either of the following (but have no obligation to do any of the following two options): (A) we have the right to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (B) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
12. **Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
13. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf; (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
14. **Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
15. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 4% or the lowest rate allowed by law), and (3) (i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay all of our costs of enforcing our rights and remedies, including, but not limited to, all costs of collection (including outside collection agency fees) reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
16. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
17. **Automatic Renewal:** Except as set forth in Section 15, after the expiration of the Term, each Lease will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
18. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, if any, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
19. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights hereunder or any Equipment subject to this Agreement without our prior written consent.
20. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
21. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
22. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
23. **Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
24. **Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. 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. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. 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.
25. **Maintenance and Supplies Agreement ("MSA") with TABS:**
  - a) TABS agrees to provide full service maintenance including toner, developer and parts necessary to produce an image. TABS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If, upon your request, service is provided at a time other than during TABS's normal business hours, you will be charged at TABS's customary rates. TABS will not be obligated to provide service for repairs made necessary as a result of service by personnel not authorized by TABS or the use of supplies other than those provided by TABS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
  - b) Except as provided below, TABS will replace parts necessary to produce an image, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
  - c) If you are in default under the MSA, TABS has the right to deny performing any service and/or supplying any products.
  - d) Under the MSA, TABS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
  - e) Title to all supplies furnished hereunder including toner and toner bags remains with TABS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other Equipment not covered by this Agreement. You must purchase paper and staples separately.
  - f) Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

**8. TAXES AND LEASE CHARGES.** Section 9 of the Master Agreement shall be amended in its entirety to read as follows:

"9. Taxes and Lease Charges. You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes unless and to the extent you are tax-exempt, the applicable jurisdiction allows an exemption from such taxes based on your tax-exempt status, and you provide a valid exemption certificate acceptable to the applicable jurisdiction."

**9. INDEMNITY.** Section 10 of the Master Agreement shall be deleted in its entirety.

**10. RISK OF LOSS; INSURANCE.** The eighth sentence of Section 11 of the Master Agreement, which reads as follows, shall be deleted in its entirety:

"You will be required to pay us an additional amount each month for the insurance and administrative fee."

**11. REPRESENTATIONS.** Subsections (3), (4), and (5) of Section 13 of the Master Agreement, which read as follows, shall be deleted in their entirety:

"(3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in name, state of formation, or ownership"

**12. REMEDIES.** Section 15 of the Master Agreement shall be deleted in its entirety.

**13. PERSONAL PROPERTY TAX (PPT).** Section 20 of the Master Agreement shall be amended in its entirety to read as follows:

"20. Personal Property Tax (PPT). Customer is not required to reimburse us for annual property tax charges related to the use of the Equipment."

**14. TAX INDEMNITY.** Section 21 of the Master Agreement shall be deleted in its entirety.

**15. EFFECTIVE DATE.** This Amendment is executed to be effective the same day as the Agreement, and is incorporated into and made a part of the Agreement.

**16. EFFECT OF AMENDMENT.** All terms and conditions of the Agreement not expressly modified hereby remain in full force and are hereby ratified by the parties.

**IN WITNESS WHEREOF,** the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Agreement, as set forth above.

**ADAMS COUNTY**

By: Steven J. O'Dorisio  
Name: Steven J. O'Dorisio  
Title: Chair  
Date of Execution: 9/13/19

**TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.**

By: [Signature]  
Name: Jim Hawkins  
Title: Vice President, Americas Toshiba Business Solutions  
Date of Execution: 09/13/2019

**Region 4 ESC &  
National IPA Members**

MEMBER NUMBER:

**MASTER LEASE WITH MAINTENANCE AGREEMENT SCHEDULE**

**TOSHIBA**

SCHEDULE NUMBER

450-7945684-014

APPLICATION NUMBER

3-3263869433

AGREEMENT NUMBER

450-7945684

**CUSTOMER - BILLING CONTACT INFORMATION** (separate lease schedules must be completed for each billing location)

Legal Company Name: Adams County

Fed. Tax ID#:

Contact Person:

Bill-To Phone:

Bill-To Fax:

Department Name: County

Billing Address: 4430 South Adams County Parkway

Building/Room/Suite:

City, State - Zip: Brighton, CO 80601

**CUSTOMER - INSTALLATION LOCATION** (separate lease schedules must be completed for each location)

Legal Company Name:

Contact Person:

Phone:

Fax:

Department Name:

Address:

Building/Room/Suite:

City, State - Zip:

**TABS LOCATION**

Contact Name:

Location:

**EQUIPMENT DESCRIPTION**

| ITEM DESCRIPTION    | MODEL NO. | SERIAL NO. | STARTING METER |
|---------------------|-----------|------------|----------------|
| (16) e-STUDIO2515AC |           |            |                |
| (18) e-STUDIO2518A  |           |            |                |
| (11) e-STUDIO3015AC |           |            |                |
| (12) e-STUDIO3515AC |           |            |                |
| (12) e-STUDIO3518A  |           |            |                |
| (13) e-STUDIO4515AC |           |            |                |
| (16) e-STUDIO4518A  |           |            |                |
| (6) e-STUDIO5015AC  |           |            |                |
| (4) e-STUDIO5518A   |           |            |                |

APPROVED AS TO FORM  
COUNTY ATTORNEY

☒ See attached form (Schedule "A") for Additional Equipment ☐ See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

**LEASE TERM & PAYMENT SCHEDULE**

|                                |                             |                              |                       |  |                                   |   |
|--------------------------------|-----------------------------|------------------------------|-----------------------|--|-----------------------------------|---|
| Number of Payments:            | 48                          | of \$ 21,077.93              | Security Deposit**:   | \$ 0.00  | <input type="checkbox"/> Received | *plus applicable taxes  |
| Payments includes:             | 0                           | B&W Images per Month         | Excess Images at: \$  | 0.0036   | * per B&W Image                   | Lease payment period is monthly unless otherwise indicated.<br>End-of-Lease Options:<br>You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing:<br>1. Purchase the Equipment at Fair Market Value per section 16.<br>2. Renew the Agreement per section 17.<br>3. Return Equipment. |
| Payments includes:             | 0                           | Color Images per Month       | Excess Images at: \$  | 0.036  | * per Color Image                 |   |
| Payments includes:             |                             | Scan Images per Month        | Excess Images at: \$  |  | * per Scan Image                  |   |
| Payments includes:             |                             | B&W Print Images per Month   | Excess Images at: \$  |  | * per B&W Print Image             |   |
| Payments includes:             |                             | Color Print Images per Month | Excess Images at: \$  |  | * per Color Print Image           |   |
| Origination Fee: Up to \$99.00 | (included in First Invoice) |                              | Excess Images billed: | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly |                                   |   |

Billing Preference: ☐ Each unit invoiced separately (include at billing locations on Information Schedule) ☐ All units on one ☐ All units added to current

\*\* Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

**THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER LEASE WITH MAINTENANCE AGREEMENT IDENTIFIED ABOVE.**

**LESSOR ACCEPTANCE**

Toshiba America Business Solutions, Inc. Signature:  Title: Vice President Date: 09/13/2019

**CUSTOMER ACCEPTANCE**

This is a Master Schedule to the above-referenced Master Agreement between Lessor and Customer, all the terms and conditions of which are incorporated herein by reference. Upon the execution of this Master Schedule, Customer hereby agrees to lease from Lessor the Equipment described above. By signing below, Customer certifies that it has reviewed and does agree to all terms and conditions of the Master Agreement.

Name: Steven J. O'Dorisio Signature: X  Title: Chair Date: 9/13/19



## MEMBER NUMBER: \_\_\_\_\_

# TOSHIBA

AGREEMENT NUMBER

450-7945684-014

**CUSTOMER - INSTALLATION LOCATION** (separate lease schedules must be completed for each location)

City, State - Zip:

## STARTING METER

(1) e-STUDIO478S

Date: 9/13/19

**Region 4 ESC &  
National IPA Members**

MEMBER NUMBER:

**MASTER LEASE WITH MAINTENANCE AGREEMENT SCHEDULE**

**TOSHIBA**

SCHEDULE NUMBER

450-7945684-015

APPLICATION NUMBER

3-3263869433

AGREEMENT NUMBER

450-7945684

**CUSTOMER - BILLING CONTACT INFORMATION** (separate lease schedules must be completed for each billing location)

Legal Company Name: Adams County

Fed. Tax ID#:

Contact Person:

Bill-To Phone:

Bill-To Fax:

Department Name: Sheriff

Billing Address: 332 N 19th Ave.

Building/Room/Suite:

City, State - Zip: Brighton, CO 80601

**CUSTOMER - INSTALLATION LOCATION** (separate lease schedules must be completed for each location)

Legal Company Name:

Contact Person:

Phone:

Fax:

Department Name:

Address:

Building/Room/Suite:

City, State - Zip:

**TABS LOCATION**

Contact Name:

Location:

**EQUIPMENT DESCRIPTION**

| ITEM DESCRIPTION   | MODEL NO. | SERIAL NO. | STARTING METER |
|--------------------|-----------|------------|----------------|
| (2) e-STUDIO2515AC |           |            |                |
| (1) e-STUDIO2518A  |           |            |                |
| (2) e-STUDIO3015AC |           |            |                |
| (2) e-STUDIO3515AC |           |            |                |
| (7) e-STUDIO3518A  |           |            |                |
| (3) e-STUDIO4515AC |           |            |                |
| (2) e-STUDIO5015AC |           |            |                |
| (1) e-STUDIO5518A  |           |            |                |
| (2) e-STUDIO6516AC |           |            |                |

☒ See attached form (Schedule "A") for Additional Equipment ☐ See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

**LEASE TERM & PAYMENT SCHEDULE**

|  |    |                              |  |                                   |  |
|--|----|------------------------------|--|-----------------------------------|--|
| Number of Payments:  | 48 | of \$ 4,646.77               | Security Deposit*: \$ 0.00   | <input type="checkbox"/> Received | *plus applicable taxes   |
| Payments includes:   | 0  | B&W Images per Month         | Excess Images at: \$ 0.0036  | * per B&W Image                   | Lease payment period is monthly unless otherwise indicated.<br><b>End-of-Lease Options:</b><br>You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing.<br>1. Purchase the Equipment at Fair Market Value per section 18.<br>2. Renew the Agreement per section 17.<br>3. Return Equipment. |
| Payments includes:   | 0  | Color Images per Month       | Excess Images at: \$ 0.036   | * per Color Image                 |  |
| Payments includes:   |    | Scan Images per Month        | Excess Images at: \$   | * per Scan Image                  |  |
| Payments includes:   |    | B&W Print Images per Month   | Excess Images at: \$   | * per B&W Print Image             |  |
| Payments includes:   |    | Color Print Images per Month | Excess Images at: \$   | * per Color Print Image           |  |
| Origination Fee: Up to \$99.00 (included in First Invoice) |    |                              | Excess Images billed: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly |                                   |  |

Billing Preference: ☐ Each unit invoiced separately (include at billing locations on Information Schedule) ☐ All units on one ☐ All units added to current

\* Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

**THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER LEASE WITH MAINTENANCE AGREEMENT IDENTIFIED ABOVE.**

**LESSOR ACCEPTANCE**

Toshiba America Business Solutions, Inc. Signature:  Title: Vice President Date: 08/13/2019

**CUSTOMER ACCEPTANCE**

This is a Master Schedule to the above-referenced Master Agreement between Lessor and Customer, all the terms and conditions of which are incorporated herein by reference. Upon the execution of this Master Schedule, Customer hereby agrees to lease from Lessor the Equipment described above. By signing below, Customer certifies that it has reviewed and does agree to all terms and conditions of the Master Agreement.

Name: Steven J. O'Donizio Signature: X  Title: Chair Date: 9/13/19

## MEMBER NUMBER:

# TOSHIBA

APPLICATION NUMBER

AGREEMENT NUMBER

3-3263869433

450-7945684-015

**CUSTOMER - INSTALLATION LOCATION** (separate lease schedules must be completed for each location)

Legal Company Name: Adams County

Contact Person:

Phone:

Fax:

Department Name:

**Address:**

Building/Room/Suite:

City, State - Zip:

## EQUIPMENT DESCRIPTION

[illegible]

## CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Name: Steven J. O'Dorisio

Signature: **X**

Steven J. Donsky

**Title:**

Chair

Date \_\_\_\_\_

9/13/19

**Region 4 ESC &  
National IPA Members**

MEMBER NUMBER:

**MASTER LEASE WITH MAINTENANCE AGREEMENT SCHEDULE**

**TOSHIBA**

| SCHEDULE NUMBER | APPLICATION NUMBER | AGREEMENT NUMBER |
|-----------------|--------------------|------------------|
| 450-7945684-016 | 3-3263869433       | 450-7945684      |

**CUSTOMER - BILLING CONTACT INFORMATION** (separate lease schedules must be completed for each billing location)

|                                  |  |
|----------------------------------|--|
| Legal Company Name: Adams County | Fed. Tax ID#:                            |
| Contact Person:                  | Bill-To Phone: Bill-To Fax:              |
| Department Name: DA              | Billing Address: 1000 Judicial Center Dr |
| Building/Room/Suite:             | City, State - Zip: Brighton, CO 80601    |

**CUSTOMER - INSTALLATION LOCATION** (separate lease schedules must be completed for each location)

|                      |                    |
|----------------------|--------------------|
| Legal Company Name:  | Phone: Fax:        |
| Contact Person:      | Address:           |
| Department Name:     | City, State - Zip: |
| Building/Room/Suite: |                    |

**TABS LOCATION**

|               |           |
|---------------|-----------|
| Contact Name: | Location: |
|---------------|-----------|

**EQUIPMENT DESCRIPTION**

| ITEM DESCRIPTION    | MODEL NO. | SERIAL NO. | STARTING METER |
|---------------------|-----------|------------|----------------|
| (1) e-STUDIO3515AC  |           |            |                |
| (1) e-STUDIO5015AC  |           |            |                |
| (2) e-STUDIO5518A   |           |            |                |
| (1) e-STUDIO6516ACT |           |            |                |
| (3) e-STUDIO8518A   |           |            |                |
|                     |           |            |                |
|                     |           |            |                |
|                     |           |            |                |
|                     |           |            |                |
|                     |           |            |                |

☐ See attached form (Schedule "A") for Additional Equipment ☐ See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

**LEASE TERM & PAYMENT SCHEDULE**

|  |                              |  |                                   |   |
|--|------------------------------|--|-----------------------------------|---|
| Number of Payments: 48                                     | of \$ 1,525.81               | * Security Deposit*: \$ 0.00   | <input type="checkbox"/> Received | *plus applicable taxes  |
| Payments includes: 0                                       | B&W Images per Month         | Excess Images at: \$ 0.0036  | * per B&W Image                   | <p>Lease payment period is monthly unless otherwise indicated.</p> <p><b>End-of-Lease Options:</b></p> <p>You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing.</p> <p>1. Purchase the Equipment at Fair Market Value per section 16.</p> <p>2. Renew the Agreement per section 17.</p> <p>3. Return Equipment.</p> |
| Payments includes: 0                                       | Color Images per Month       | Excess Images at: \$ 0.036   | * per Color Image                 |   |
| Payments includes:   | Scan Images per Month        | Excess Images at: \$   | * per Scan Image                  |   |
| Payments includes:   | B&W Print Images per Month   | Excess Images at: \$   | * per B&W Print Image             |   |
| Payments includes:   | Color Print Images per Month | Excess Images at: \$   | * per Color Print Image           |   |
| Origination Fee: Up to \$99.00 (included in First Invoice) |                              | Excess Images billed: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly |                                   |   |

Billing Preference: ☐ Each unit invoiced separately (include at billing locations on Information Schedule) ☐ All units on one ☐ All units added to current

**\*\* Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

**THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER LEASE WITH MAINTENANCE AGREEMENT IDENTIFIED ABOVE.**

**LESSOR ACCEPTANCE**

|  |   |                       |                  |
|--|---|-----------------------|------------------|
| Toshiba America Business Solutions, Inc. | Signature:  | Title: Vice President | Date: 09/13/2019 |
|--|---|-----------------------|------------------|

**CUSTOMER ACCEPTANCE**

This is a Master Schedule to the above-referenced Master Agreement between Lessor and Customer; all the terms and conditions of which are incorporated herein by reference. Upon the execution of this Master Schedule, Customer hereby agrees to lease from Lessor the Equipment described above. By signing below, Customer certifies that it has reviewed and does agree to all terms and conditions of the Master Agreement.

|                           |   |              |               |
|---------------------------|---|--------------|---------------|
| Name: Steven J. O'Dorisio | Signature:  | Title: Chair | Date: 9/13/19 |
|---------------------------|---|--------------|---------------|