

PARTICIPATING ADDENDUM
("Addendum")



COPIERS AND MANAGED PRINT SERVICES

Led by the State of **Colorado**

Master Agreement#: **140604**

Contractor: **Toshiba America Business Solutions, Inc.** (known as "Contractor" and/or "Toshiba")

Participating Entity: **The University of Central Florida Board of Trustees** ("University" or "UCF")

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

- Group A-MFD, A3
- Group C - Production Equipment
- Group D - Single-function Printers
- Group E - Large/Wide Format Equipment
- Group F - Scanners
- Managed Print Services (MPS)
- Supplies
- Software

1. **Scope:** This Addendum covers the Request for Proposal #RFP-NP-18-001 for Copiers and Managed Print Services led by the State of Colorado, for use by state agencies and other entities authorized by that state's statutes to utilize contracts with the prior approval of the state's Chief Procurement Officer. This Addendum is entered into between UCF and Contractor pursuant to that certain Master Agreement Number 140604 made on behalf of NASPO acting by and through the State of Colorado ("Lead State") and the Contractor (the "Master Agreement" and/or "NASPO ValuePoint Master Agreement Terms & Conditions"). This Addendum, along with all of its Exhibits, attachments and schedules, excepting for Attachment A defined below, (shall be referred to collectively as the "Agreement"), and Master Agreement with all of its Exhibits, collectively with the Agreement shall be called herein the "Contract." The Master Agreement Terms & Conditions shall only apply for piggyback purposes and to meet UCF's competitive solicitation requirement, provided however that as to legal terms pertaining to UCF, Attachment A shall supersede the terms of the Master Agreement; however all of Lessor's obligations as well as Lessee's rights that do not conflict with Attachment A shall stand as set forth in the Master Agreement.
2. **Participation:** The Florida Board of Governors' Regulation 18.001 (1)(c) allows UCF to utilize contracts that are entered into after a public and open competitive solicitation by any State of Florida agency or department, the Federal Government, other states, political subdivisions, cooperatives or consortia, or any independent college or university for the procurement of commodities and contractual services, when it is determined to be cost-

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effective and in the best interest of UCF, to make purchases under contracts let by such other entities. The Master Agreement was procured by NASPO in accordance with the same competitive selection requirements applicable to UCF's procurement of the services. Further, UCF is authorized to enter into this contract based on BOT Approval of 18.001 Procurement Regulations.

3. Order of Precedence:

- a) Attachment A "Agreement for the Lease of Equipment
- b) Participating Entity's Participating Addendum

4. c) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits (The Master Agreement Terms & Conditions shall only apply for participating agreement purposes and to meet UCF's competitive solicitation requirement, provided however that as to legal terms pertaining to UCF, Attachment A shall supersede the terms of the Master Agreement; however all of Lessor's non conflicting obligations as well as Lessee's rights shall stand as set forth in the Master Agreement.

- d) An Order issued against the Master Agreement.

5. **Term of the Addendum:** This Participating Addendum shall commence on the Effective Date (defined below) and shall terminate on January 31, 2027 (the "Term").

6. Participating Entity Modifications or Additions to the Master Agreement:

a) UCF specific terms and conditions:

1. PAYMENT TERMS.

- A. The University shall have thirty (30) days after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. It is the policy of the University that invoices on goods and/or services that have been received, inspected and approved by the University will generally be paid within thirty (30) days of the University's receipt, inspection and approval thereof. Until the University receives a properly completed invoice, the payment process will not begin.
- B. Advance payment for goods and services shall not be made except in accordance with applicable Florida law.
- C. The University shall not be bound to any prepayment penalty clauses.
- D. Bills for approved travel expenses shall be submitted in accordance with §112.061, Florida Statutes. The University may establish rates not to exceed the maximum allowed as provided in §112.061, Florida Statutes. The University reserves the right not to pay travel expenses unless the University approves such expenses in advance, in writing. The University has the right to make travel arrangements for Contractor.
- E. Bills for fees or other compensation for services or expenses shall be submitted in sufficient detail with supporting documentation sufficient for pre-audit & post-audit.

2. **VENDOR OMBUDSMAN STATEMENT.** The University has established a Vendor

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Ombudsman who acts as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The Vendor Ombudsman may be contacted at (407) 882- 1000.

3. **TAXES:** UCF is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. Contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income.
4. **ANNUAL APPROPRIATION.** The University's performance and obligations under this Agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.
5. **ASSIGNMENTS.** Under no circumstances, except as listed below, shall the Contractor assign to a third party any right or obligation of Contractor pursuant to this Agreement without prior written consent of the University. If Contractor is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, Contractor represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation. The University hereby consents and acknowledges that Contractor may assign to a third party finance partner, without notice, all of Contractor'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 the University under the Agreement and the right to initiate and maintain such legal proceedings, and (c) Contractor's rights as Owner under the Agreement, including the right to receive equipment payments thereunder. None of Contractor's obligations under the Agreement, however, are assumed by the assignee.
6. **BILLING.** The University shall only submit payment to the Contractor or its permitted assignee, if Contractor has provided the University with approved invoices. Mere statements in lieu of approved invoices will not be accepted by the University. All invoices must specifically describe the services and/or goods provided, the dates and hours that the services were rendered and/or goods delivered, and the fee charged. Contractor shall deliver the invoices to UCF's Business Services-Copier Services Department unless Contractor has been otherwise instructed by the University. The Contractor must display the applicable purchase order number on the face of each of Contractor's invoices to the University. The University will not be responsible for any goods or services delivered without a properly completed University purchase order or other order provided in writing by a duly authorized University signatory or designee. If Contractor's invoice lists any freight or cartage charges, such invoice must attach all of Contractor's receipted transportation bills
7. **CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by the Contractor to allow public access to all documents, papers, letters, or other material, which are directly applicable to this Agreement, subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. UCF also may terminate this

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Agreement without cause on ninety (90) days' advanced written notice to the Contractor. The parties to this Agreement may terminate the Agreement at any time by mutually consenting in writing. Either party may terminate this Agreement immediately for breach by the other that remains substantially uncured after ninety (90) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination. Ninety days prior to cancellation/termination/expiration of this Agreement or during the transition period of any Agreement with a new Contractor, whichever comes first, Contractor of this existing Agreement agrees to cease any solicitation, marketing or sales efforts with UCF or its employees in an attempt to continue or create new copier/copier services Agreements that will circumvent any university-wide Agreement with a new vendor. Exception: Contractor may respond directly to UCF's published request for proposals regarding future copying services, and Contractor's actions must comply with UCF purchasing guidelines, rules, and/or policies for RFP submissions. Notwithstanding the foregoing, UCF agrees that it may not cancel nor terminate leases for equipment which has already been delivered and accepted by UCF.

8. **COMPLIANCE.** The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.
9. **EXPORT CONTROL.** The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of this Agreement. The parties agree that no technology, related data or information will be exchanged or disseminated under this Agreement nor any collaboration conducted pursuant to this Agreement, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations. The Parties agree that the Contractor will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of this Agreement will be in the exclusive possession of the Contractor and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of this Agreement. If the Contractor wishes to disclose export controlled technology or technical data to the University, the Contractor will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring

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receipt of such information. In the event the Contractor sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate this Agreement. The Contractor understands and agrees that to the extent the Contractor's personnel have access to work or materials subject to U.S. export controls while on University property; such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

10. **CONFLICTS OF INTEREST.** Acceptance of this Agreement shall certify that Contractor is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Contractor certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Contractor shall be grounds for cancellation of this Agreement.
11. **EMPLOYMENT OF ALIENS.** Contractor's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by the University.
12. **FORCE MAJEURE.** No default, delay or failure to perform on the part of either Party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond the party's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay or failure to perform due to causes beyond the party's reasonable control, any dates or times by which the party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of the party.
13. **GOVERNING LAW AND VENUE.** This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.
14. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
15. **INDEMNIFICATION.** Contractor shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the negligent acts or omissions of Contractor or its employees. If any part of a delivery to the University

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pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, Contractor also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

IN NO EVENT SHALL CONTRACTOR BE LIABLE TO UCF FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES. CONTRACTOR'S LIABILITY FOR DAMAGES OF ANY KIND SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE LESSER OF \$100,000.00 OR THE AMOUNT PAID TO UCF DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE ACCRUAL OF THE CLAIM OR CAUSE OF ACTION

16. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
17. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.
18. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to Contractor contrary to AGO 79-72 and AGO 80-9 is null and void. Limitations of remedies provisions, which are unconscionable under applicable Florida law, are void.
19. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under this Agreement.
20. **NON-PERFORMANCE.** Neither party shall be required to perform under this Agreement, or any attachments or addenda hereto executed by the University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement and any attachments and addenda hereto executed by the party's duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.
21. **NOTICES.** Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.

For UCF:

UCF Business Services
Copier Services and Support Manager
12479 Research Parkway

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Orlando, FL 32826

For Contractor:

TBS Florida
624 South Military
Deerfield Beach, FL 33442
Attn: Matthew Barnes

With a Copy to:

Toshiba Business Solutions
Attn: TABS Legal Department
25530 Commercentre Drive
Lake Forest, CA 92630

22. **PARKING.** The Contractor shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Contractor. Contractor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Contractor or Contractor's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.
23. **WORK FOR HIRE.** This is not a work for hire engagement. Notwithstanding the foregoing, any work specifically created for the University under this Agreement by the Contractor or anyone working on behalf of the Contractor (the term Contractor shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property exclusively created hereunder for the University, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University. Contractor shall maintain exclusive ownership of all pre-existing work product.
24. **PUBLIC RECORDS.** The Agreement may be canceled unilaterally by the University for refusal by the Contractor to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with the Agreement.
25. **PUBLIC RECORDS, CONTRACT FOR SERVICES.**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE
CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING**

TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407)823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.

To the extent that Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

E-Verify. All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the US employment eligibility of all of Vendor's employees hired by the Vendor during the term of this Agreement and/or while performing

work or providing services for UCF. Vendor shall require that all subcontractors performing work or providing services on behalf of Vendor for UCF also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify US employment eligibility of all employees hired by subcontractor. The Vendor shall require for the subcontractor to provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement. UCF may terminate this Agreement immediately upon notice to Vendor for any violation of this provision. A Vendor whose contract is terminated pursuant to this paragraph is liable for additional costs incurred by UCF due to the termination of the Agreement. Section 448.095, Florida Statutes, shall be interpreted consistently with applicable federal laws or regulations. If there are new regulatory pronouncements or guidances or statutory requirements regarding, or judicial interpretations of, Section 448.095, Florida Statutes, during the term of this [contract] the parties agree to update this clause so that it complies with such pronouncements, requirements and interpretations.

E-Verify Alternative Clause
Contractors Who Are Public Employers

To the extent that you qualify as a Public Employer as defined by Section 448.095, F.S., in lieu of the E-Verify section above, the following paragraph will apply to you:

Florida E-Verify Law; Section 448.095, Florida Statutes. [You] represent and warrant to [UCF] that [you] are registered with and using the E-Verify system to verify the US work authorization status of all newly hired employees and covenant to continue to do so throughout the term of this [contract]. [You] further covenant to comply with the other applicable requirements of Section 448.095, Florida Statutes.

26. **RECORDS.** The Contractor agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. University or its authorized agent shall have the right to audit and inspect such records no more than one time per year during the term of this Agreement, upon reasonable notice to the Contractor.
27. **TAXES.** The University shall not pay any intangible taxes, property taxes or sales taxes.
28. **EQUAL OPPORTUNITY.** This Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.S(a) and 60-741.S(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
29. **SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.
30. **WAIYER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing

or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

31. **INSURANCE** All insurance shall be procured from companies authorized to do business in the State of Florida with a minimum A.M. Best rating of A, or equivalent. Proof of coverage shall be provided by submitting to the University's Risk Management Office a certificate or certificates evidencing the existence thereof or binders and shall be delivered within fifteen (15) days of the tentative award date of the Contract. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certificate in lieu thereto. A renewal certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy.

- A. General Liability: Contractor shall provide a Certificate of Insurance evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and \$2,000,000 (TWO MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of the contract, Supplier will maintain said General Liability insurance in force and shall provide the University with a Certificate of Insurance and Additional Insured Endorsement listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.
- B. Auto Liability: If Contractor operates a vehicle on campus for commercial use in the performance of this Contract (i.e. deliveries, transport of employees, etc.), Contractor shall provide a Certificate of Insurance evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Contractor will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to University in the event of cancellation.
- C. Workers' Compensation: Contractor shall provide a Certificate of Insurance evidencing Workers' Compensation coverage consistent with Florida Statute and Employer's liability no less than \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each accident, Bodily Injury by disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Contractor will maintain said Workers Compensation and Employer's Liability insurance in force and provide University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to University in the event of cancellation.
- D. Certificates of Insurance: The University of Central Florida Board of Trustees is to be listed as Additional Insured on all Certificates issued. Contractor shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsements naming the University of Central Florida Board of Trustees to the following address:

E-mail: ehs@ucf.edu Fax: 407-823-0146
Mail: University of Central Florida PO Box
163500
Orlando FL 32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Contractor in writing in those particular circumstances. Unless UCF notifies a Contractor in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Contractor.

32. **AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is signed by an attorney in the University's General Counsel's Office and an authorized UCF signatory. Contractor shall return this Agreement to the University's Purchasing Department at once with a written explanation if it is not acceptable in its entirety.
33. **ATTACHMENTS AND ENTIRE AGREEMENT.** This Agreement and any attachments and/or addenda hereto that are executed by the University's duly authorized signatory constitute the entire and exclusive agreement between the parties.

7. Supplemental Documents:

- The Contractor's Supplemental Documents attached to the Master Agreement which are applicable to this Addendum are:
 - Attachment A - Agreement for the Lease of Equipment
 - Attachment B - Toshiba Lease Order Form Schedule
 - Attachment C - Toshiba Lease and Maintenance Order Form
 - Attachment D - Toshiba Maintenance Agreement Terms and Conditions.
 - Attachment F - Toshiba MPS Statement of Work
 - Attachment G - Consent to Assignment

The foregoing Attachments are incorporated by reference to the Addendum and attached hereto.

8. **Product Offerings:** The Contractor is authorized to provide Products as referenced on the first page of this Addendum, and as detailed in **Section 4.3, Product Offerings**, of the Master Agreement.

9. **Service Offerings:** The Contractor is authorized to provide Services as referenced on the first page of this template, and as detailed in **Section 4.4, Service Offerings**, of the Master Agreement.

Maintenance Agreements:

- Automatic renewals are not permitted under the Master Agreement
- **Manual Meter Reads** -As part of its Services, Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades
- **Customer-Owned Equipment**
- **Lease or Rental Equipment Legacy Equipment**

10. **Service Requirements** -Contractor requirements are outlined in **Section 4.4.3(b)** of the Master Agreement.

11. **Purchase and Lease Programs:** Per **Section 4.5** of the Master Agreement the Contractor is authorized

to provide the following:

- Purchase
- Fair Market Value (FMV) Lease
- Straight Lease

12. Leasing Terms and Conditions - Equipment leases are subject to the Terms and Conditions as set forth in Attachment A to this Addendum the "Agreement for Lease of Equipment".

13. Security Requirements:

- Per **Section 4.6.2, Sensitive Information**, of the Master Agreement, the Participating Entity's definition of "sensitive information" is as follows: Sensitive Information includes, but is not limited to, the following categories of information, regardless of the format or medium in which the information is made, kept, or received (i.e., paper, electronic, video, verbal, etc.): any personally-identifiable student information, financial information (including social security and credit card numbers), or health information; certain contracts; research information; alumni and donor information; certain personnel information; university financial information; computer passwords; university proprietary information; and any other information for which access, use, or disclosure is not authorized by university regulation, policy, or procedure.
- Per Section 4.6.5, Hard Drive Removal and Surrender, of the Master Agreement: UCF has determined that TBS shall remove the hard drive from the applicable Device and provide UCF with custody of the hard drive before the Device is removed from UCF locations, moved to another location(s), or any other disposition of the Device. UCF shall then be responsible for securely erasing or destroying the hard drive.

14. Inspection and Acceptance: Per **Section 4.10.3** of the Master Agreement, confirmation of Product Acceptance occurs upon signature of **Exhibit B (Toshiba D&A Certificate)**, or within five (5) Business Days after Product install, whichever occurs first, unless otherwise stated in a Participating Addendum.

15. Warranty Requirements - The Contractor shall adhere to the warranty requirements as outlined in **Section 4.11** of the Master Agreement.

16. Master Price Agreement Number: All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: **140604**

17. Orders: Any Order placed by a Purchasing Entity for a Product and/or Service available under the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order expressly agree in writing that another contract or agreement applies to such Order.

- Orders can be made out to (a) Contractor or (b) Authorized Dealers as approved by Contractor and the Participating State or Entity. To the extent the Purchasing Entity and the Contractor agree on additional terms, the terms will be documented on the Purchasing Entity Order, and signed by both parties; provided, however, all pre-printed terms and conditions on the Purchasing Entity Order shall be of no force and effect unless expressly agreed to by both parties.
- All orders should contain the following (1) "PO is subject to NASPO ValuePoint Master Agreement, Contract # **140604**, and the Participating Addendum," (2) Purchasing Entity Name, Address, Contact, & Phone-Number (3) Order amount (4) Type of Order (Purchase, FMV Lease, \$1 Buyout Lease or Straight Lease) and purchase amount, or monthly payment amount (5) Itemized list of accessories (6) Type of Service program and rates (7) Any Supplemental Documents, including the MPS SOW Template (if applicable).

IN WITNESS WHEREOF, the duly authorized representatives of each of the parties have executed this Addendum as of the last date of execution below (the "Effective Date").

Participating Entity: The University of Central Florida Board of Trustees	Contractor: Toshiba America Business Solutions, Inc.
By: <i>Alexander Cartwright</i> Signed: Thursday, February 3, 2022	By: <i>Larry White</i> Signed: Wednesday, February 9, 2022
Name: Dr. Alexander Cartwright	Name: Larry White
Title: President	Title: President and CEO
Date:	Date:
	Larry.white@tabs.toshiba.com 949-462-6260

For questions on executing a Participating Addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@nasgovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org, to support documentation of participation, and to post in appropriate data bases]

PRICING MASTER AGREEMENT # 140604 UNIVERSITY OF CENTRAL FLORIDA
COLOR MODELS

Pricing Item	Segment 2	Segment 3	Segment 4
Color Models	e-Studio 2515AC	e-Studio 3515AC	e-Studio 4515C
100 sheet Document Feeder / MR3031B	included	included	included
300 sheet Dual Scan Feeder	NA	NA	NA
Inner Finisher / MJ1042B	included	included	included
Console Finisher / MJ1111B	NA	NA	NA
2000 Sheet Large Capacity Feeder KD1059B	included	included	included
Base Monthly Cost 60 Month	\$70.00	\$78.00	\$108.00
Included in Base Cost	100 - Sheet RADF, (2)550 Sheet Paper Drawers, LCF & Inner Finisher	100 - Sheet RADF, (2)550 Sheet Paper Drawers, LCF & Inner Finisher	100 - Sheet RADF, (2)550 Sheet Paper Drawers, LCF & Inner Finisher
Impression Rate BW	\$0.0042	\$0.0042	\$0.0042
Impression Rate Color	\$0.037	\$0.037	\$0.037

Pricing Item	Segment 5	Segment 6	Segment 6
Color Models	e-Studio 5516AC	e-Studio 6516AC	e-Studio 7516ACT
100 sheet Document Feeder / MR3031B	included	included	included
300 sheet Dual Scan Feeder	included	included	included
Inner Finisher / MJ1042B	NA	NA	NA
Console Finisher / MJ1111B	included	included	included
2000 Sheet Large Capacity Feeder KD1059B	NA	NA	NA
Base Monthly Cost 60 Month	\$139.00	\$155.00	\$181.24
Included in Base Cost	Dual Scan Document Feeder, (2) 540 sheet Paper Drawers, Tandem LCF, 50 Sheet Stapler Finisher	Dual Scan Document Feeder, (2) 540 sheet Paper Drawers, Tandem LCF, 50 Sheet Stapler Finisher	Dual Scan Document Feeder, (2) 540 sheet Paper Drawers, Tandem LCF, 50 Sheet Stapler Finisher
Impression Rate BW	\$0.0042	\$0.0042	\$0.0042
Impression Rate Color	\$0.034	\$0.0325	\$0.0315

BLACK WHITE MODELS			
Pricing Item	Segment 2	Segment 3	Segment 4
Black and White Models	e-Studio 2518A	e-Studio 3518A	e-Studio 4518A
100 sheet Document Feeder / MR3031B	included	included	included
300 sheet Dual Scan Feeder	NA	NA	NA
Inner Finisher / MJ1042B	included	included	included
Console Finisher / MJ1111B	NA	NA	NA
2000 Sheet Large Capacity Feeder KD1059B	included	included	included
Curl Correction Unit	NA	NA	NA
Base Monthly Cost 60 Month	\$46.00	\$53.00	\$57.00
Included in Base Cost	100 - Sheet RADF, (2)550 Sheet Paper Drawers, LCF & Inner Finisher	100 - Sheet RADF, (2)550 Sheet Paper Drawers, LCF & Inner Finisher	100 - Sheet RADF, (2)550 Sheet Paper Drawers, LCF & Inner Finisher
Impression Rate BW	\$0.0042	\$0.0042	\$0.0042
Impression Rate Color	NA	NA	NA

Pricing Item	Segment 5	Segment 6	Segment 6
Black and White Models	e-Studio 7518A	e-Studio 8518A	e-Studio 1058
100 sheet Document Feeder / MR3031B	included	included	included
300 sheet Dual Scan Feeder	included	included	included
Inner Finisher / MJ1042B	NA	NA	NA
Console Finisher / MJ1111B	included	included	included
2000 Sheet Large Capacity Feeder KD1059B	NA	NA	NA
Curl Correction Unit	NA	NA	included
Base Monthly Cost 60 Month	\$104.00	\$145.00	\$353.00
Included in Base Cost	Dual Scan Document Feeder, (2) 540 sheet Paper Drawers, Tandem LCF, 50 Sheet Stapler Finisher	Dual Scan Document Feeder, (2) 540 sheet Paper Drawers, Tandem LCF, 50 Sheet Stapler Finisher	Dual Scan Document Feeder, (2) 500 sheet Paper Drawers, Tandem LCF, 100 Sheet Stapler Finisher
Impression Rate BW	\$0.0042	\$0.0042	\$0.0042
Impression Rate Color	NA	NA	NA

LEXMARK

Pricing Item	BW Printer	BW MFP	BW MFP	Color MFP
Models	M5270	XM1246	XM3250	XC6153
500 Sheet Cassette	included	included	included	NA
(2) 500 Sheet Cassettes	NA	NA	NA	included
Hard Drive	NA	NA	included	NA
Base Monthly Cost 60 Month	\$52.00	\$24.00	43.00	\$89.00
Included in Base Cost	Single Function Printer	Print, Scan, Fax Standard	Print, Scan, Fax Standard	Print, Scan, Fax Standard
Impression Rate BW	\$0.0042	\$0.0042	\$0.0042	\$0.0042
Impression Rate Color	NA	NA	NA	\$0.055

ACCESSORY PRICING

OPTIONAL TOSHIBA ACCESSORIES

Item	60 Month
300 sheet Dual Scan Feeder (MR4000)	\$8.50
Fax / GD1370N	\$4.00
Console Staple Finisher / MJ1109B (25-50 PPM)	\$5.00
Booklet Finisher / MJ1110B (25-50 PPM)	\$9.00
Hole Punch Finisher / MJ6011	\$4.50
2000 Sheet Large Capacity Feeder / KD1059B	\$4.00
Paper Pedestal w/ 2 x 550 sheet cassettes / KD1058B & MY1048B	\$5.00
2500 Sheet Large Capacity Feeder /MP2502B (55-85 PPM)	\$8.50

OPTIONAL LEXMARK ACCESSORIES

Item	60 Month
250 Sheet Cassettes	\$5.00
500 Sheet Cassette	\$6.00
2100 Sheet LCF Caster Base	\$7.00
Inline Stapler	\$6.50
Cabinet	\$4.00
Swivel Cabinet	\$5.50

Papercut

Item	60 Month
Embedded License (PCMFE-TOSH-200)	\$3.50
Embedded License (PCMFE-LEX-200)	\$3.50
USB Hub (GR1310)	\$0.85
Card Reader Holder (GR1320)	\$1.00
Card Reader (T4DT-FB4BTH-P)	\$3.50
Maintenance 5 years (AMSPLUS-MIN)	\$4.00

ATTACHMENT A
TO ADDENDUM**AGREEMENT FOR LEASE OF
EQUIPMENT**

a Contract Between

The University of Central Florida Board of Trustees

"Lessee"

and

Toshiba America Business Solutions, Inc.

("Supplier" and/or "Lessor")

WHEREAS, Lessee is authorized to lease under the NASPO ValuePoint Master Agreement and the State of Participating Addendum thereto; and

WHEREAS, it is deemed that the lease of this equipment is both necessary and for the good of Lessee; NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **LEASE TERM.** This Agreement shall be effective from the date of delivery and acceptance of Leased Equipment for the term set forth on the (i) NASPO ValuePoint Lease and Maintenance Order Form and if applicable its attached Schedule A or (ii) the Lessee's Purchase Order ("PO", such PO and NASPO ValuePoint Lease for Equipment and Maintenance Order Form, hereinafter referred collectively to as an "Order Form") to which this Agreement is attached, unless sooner terminated by either party as set forth in Section 6 of this Agreement.

2. **DEFINITIONS.** "**Lease Term**" means the term of this Agreement as set forth in Section 1. "**Leased Equipment**" means the (i) equipment described in the Order Form, attached to this Agreement, and which is incorporated herein; (ii) any replacement equipment provided by Lessor; and (iii) any additional equipment described under subsequent Order Forms agreed to during the term of this Agreement. "**Lessor**" means Toshiba America Business Solutions, Inc. or, if applicable, its permitted assignee.

3. **CONSIDERATION (RENT).** The parties agree that for the Lease Term, Lessor leases to Lessee the equipment described in, and for the lease payments set forth in, the Order Form, excluding meter charges, late fees and applicable taxes. Except as provided in section 6(c), lessee's payment obligations are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever. Lessee does not agree to reimburse Lessor for expenses, unless otherwise specified in the incorporated documents. Any intervening end to a fiscal period shall not effect an existing Lease Term, which shall continue without changing the overall Agreement term.

4. **POSSESSION, TITLE AND RETURN.**

(a) Lessee shall have possession of the Leased Equipment for the Lease Term, unless this Agreement is earlier terminated in accordance with Section 6 below and shall keep such Leased Equipment at the location specified in the Order Form or such other location as Lessor may

agree in writing.

(b) Lessor covenants that it has good title to the Leased Equipment, except any intangible property or associated services such as periodic software licenses and prepaid database subscription rights included in the Leased Equipment, if any.

(c) At the expiration of the term of this Agreement and provided that the Order Form does not indicate this lease is a \$1 Buyout Lease, upon Lessee's written request, Lessor shall remove the hard drive from the applicable Device and provide the Lessee with custody of the hard drive before the Device is removed from the Lessor's location. Lessor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. The Lessee shall then be responsible for securely erasing or destroying the hard drive. All costs of removing and transporting the Leased Equipment at the expiration of the Lease Term shall be the responsibility of Lessor.

(d) Risk of loss of the Leased Equipment rests with Lessor.

(e) If the Order Form indicates this lease is a Fair Market Value Lease, at the end of the Lease Term and upon 30 days' prior written notice to Lessor, Lessee may purchase all, but not less than all, of the Leased Equipment AS-IS and WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Lessor's Fair Market Value, plus applicable sales and other taxes, if any, or Lessee may return the Equipment pursuant to the terms and conditions of the NASPO ValuePoint Master Agreement.

5. TAXES. Lessee agrees to pay all applicable fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Leased Equipment.

6. TERMINATION.

(a) Termination by Mutual Consent. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties.

(b) Termination by Lessee without Cause. FMV, \$1 Buyout and Straight leases may be bought out and except for

\$1 Buyout leases, all Leased Equipment returned to Lessor (in good working condition, ordinary wear and tear excepted), although fair market value leases, straight leases, and \$1 buyout leases are subject to a termination charge. The termination charge is equal to the balance of unpaid lease payments and other amounts due hereunder (including any current or past due amounts) for leases and with regard to service or maintenance obligations, may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less.

(c) Termination for Nonappropriation. The continuation of this Agreement beyond the current fiscal period is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by Lessee's legislature, governing body and/or federal sources. If for any reason Lessee's funding is not appropriated Lessee may terminate this Agreement, and Lessor waives any and all claim(s) for damages, effective as of the end of the fiscal period in which written notice of such non-appropriation is provided by Lessee to Lessor. If Lessee terminates this Agreement because of non-appropriation Lessee will not purchase, lease or rent replacement equipment performing the same functions as the Leased Equipment during the subsequent fiscal period.

(d) Termination for Default or Breach. A default or breach may be declared with or without

termination. This Agreement may be terminated by either party upon written notice to the other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this Agreement. Notice of termination for breach or default is effective 30 days following service of notice, or upon any subsequent date specified in the notice of termination. Termination by Lessor due to Lessee's material breach or default will be subject to a termination charge, which is equal to the balance of lease payments discounted at a rate equal to three percent (3%) per year to the date of default, and other amounts due hereunder (including any current or past due amounts) for leases and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less, for service and maintenance charges. Defaulting Lessee shall be responsible for returning Equipment to the Lessor.

7. INSURANCE. Not Applicable

8. LOSS OR DAMAGE. If any item of Leased Equipment is lost, stolen or damaged, Lessee will, at Lessor's option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to Lessor; or (b) pay Lessor the sum of: (i) all past due and current lease payments and other amounts due under this Agreement; (ii) the present value of all remaining lease payments for the effected item(s) of Leased Equipment, discounted at the rate of 3% per annum; and (iii) if this lease is not a \$1 Buyout Lease, the Fair Market Value of the effected item(s) of Leased Equipment. Upon Lessee's payment to Lessor under clause (b) above, Lessor will then transfer to Lessee all of Lessor's right, title and interest in the effected item(s) of Leased Product AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. "Fair Market Value" means the item's fair market value at the end of the Lease Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by Lessor. No such loss or damage shall relieve Lessee of payment obligations hereunder.

9. WARRANTY AND MAINTENANCE OF EQUIPMENT; WARRANTY DISCLAIMER. All services performed under this Agreement shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Supplier shall assign to Lessee all manufacturer's warranties on the Leased Equipment, which shall be not less than a full six months' warranty. Supplier (and not its assignee) shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term. EXCEPT AS OTHERWISE STATED HEREIN, LESSOR MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE LEASED EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE LEASED EQUIPMENT IS

MERCHANTABLE. Lessee acknowledges that none of Lessor or their representatives are agents of any assignee and none of them are authorized to modify the terms of this lease or on any Schedule. No representation or warranty of Supplier or Lessor with respect to the Leased Equipment will bind any assignee, nor will any breach thereof relieve Supplier or Lessee of any of its obligations hereunder. THIS LEASE AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM

COMMERCIAL CODE (the "UCC"). Lessee agree that any manufacturer warranty or service agreement is a separate and independent obligation of Supplier to Lessee, that no assignee of the Lessor shall have any obligation to Lessee with respect to such warranty or service agreement and that Lessee's obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim Lessee may have against Supplier.

10. LESSOR REMEDIES. If Lessee defaults, Lessor may do one or more of the following: (a)

recover from Lessee, the sum of: (i) all past due and current lease payments and other amounts due under this Agreement; (ii) the present value of all remaining lease payments, discounted at the rate of 3% per annum; and (iii) if this lease is not a \$1 Buyout Lease, the Fair Market Value of the effected item(s) of Leased Equipment; (b) require Lessee to make the Leased Equipment available to Lessor for pickup at Lessee's premises (and Lessee shall be responsible for removing all data as provided in Section 4(c), charge Lessee for expenses incurred in connection with the enforcement of Lessor's remedies. If Lessor picks up the Leased Equipment, Lessor may sell, release or otherwise dispose of the Leased Equipment and apply the proceeds, less reasonable selling and administrative expenses, to the amounts due by Lessee and Lessee shall be responsible for any balance deficiency after such application. These remedies are cumulative, in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by Lessor to exercise any right shall not operate as a waiver of any right. LESSOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES.

11. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by Lessor before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Lessor.

12. LESSEE REPRESENTATIONS. Lessee represents that: (a) this Agreement and any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by Lessee in accordance with all applicable laws, rules, ordinances and regulations; (b) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents, if applicable, have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures; (c) the Leased Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee to perform such function; (d) Lessee intends to use the Leased Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations each fiscal period during the Lease Term; (e) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this lease and the debt under applicable state law; (f) unless this lease is a \$1 Buyout Lease, Lessee's obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law; (g) this Agreement is binding on Lessee and Lessee's successors and assigns; and (h) all financial information Lessee has provided is true and a reasonable representation of Lessee's financial condition.

13. ASSIGNMENT. Lessee may not assign or dispose of any rights or obligations under this Agreement or sublease the Leased Equipment without Lessor's prior written consent. Notwithstanding anything in the NASPO ValuePoint Master Agreement and/or the Participating Addendum to the contrary, Lessor may assign all or any portion of this Agreement or its interest in the Leased Equipment; provided that service obligations on the Leased Equipment shall remain with Toshiba America Business Solutions, Inc. and expressly not with Lessor's assignee and must conform to the terms of the NASPO ValuePoint Master Agreement and the State of

Participating Addendum, as well as Attachment A, which provides UCF's terms and conditions. Lessor's assignee shall have Lessor's rights under this Agreement, but none of Lessor's obligations, however Lessor shall continue to be liable and responsible for all of Lessor's obligations under this Agreement. Lessee agrees not to assert any claims, defenses or offsets it may have against Lessor against such assignee.

14. AGREEMENT AND MODIFICATION. This Agreement is made pursuant to the NASPO ValuePoint Master Agreement identified above, and the State of Florida Participating Addendum to that Master Agreement, the terms of which are incorporated herein by reference. The Master Agreement Terms & Conditions shall only apply for piggyback purposes and to meet UCF's competitive solicitation requirement, provided however that as to legal terms pertaining to UCF, Attachment A shall supersede the terms of the Master Agreement; however all of Lessor's non obligations as well as Lessee's rights that do not conflict with Attachment A shall stand as set forth in the Master Agreement.

. In the event of conflict between the Master Agreement or the State of Florida Participating Addendum and this Agreement, the Master Agreement and/or Participating Addendum shall govern and control. The Master Agreement Terms & Conditions shall only apply for piggyback purposes and to meet UCF's competitive solicitation requirement, provided however that as to legal terms pertaining to UCF, Attachment A shall supersede the terms of the Master Agreement; however all of Lessor's obligations as well as Lessee's rights that do not conflict with Attachment A shall stand as set forth in the Master Agreement.

. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties, unless the same is in writing and signed by the respective parties hereto.

15. TIME PRICE. If the NASPO ValuePoint Lease Order Form and Schedule indicates the lease is a \$1 Buyout Lease, Lessee understands that the Leased Equipment may be purchased for cash (the "Product Cost") or purchased pursuant to this Agreement for a Time Price equal to the amount of each Lease Payment times the number of Lease Payments, all as set forth on the NASPO ValuePoint Lease Order Form and Schedule and this Agreement, plus the Purchase Option amount stated on the NASPO ValuePoint Lease Order Form and Schedule, and by signing this Agreement, Lessee has chosen to purchase the Leased Equipment for that Time Price. The Product Cost may be determined by dividing the Lease Payment by the lease rate factor set forth on the NASPO ValuePoint Lease Order Form and Schedule. Each Lease Payment under a \$1 Buyout Lease includes a part of Lessor's investment in the Product Cost and a return on Lessor's investment in the \$1 Buyout Lease. The total return on Lessor's investment (the total finance charge) is determined by deducting the Product Cost (as determined above) from the Time Price. The difference so determined is the return to Lessor on its investment (the total finance charge). The rate of return (finance rate) may be determined by applying to the Product Cost, the rate that will amortize the Product Cost down to the Purchase Option amount by applying as payments, the Lease Payments. For purposes of that amortization, each Lease Payment will be considered received on the date it is required to be paid under this Agreement.

16. GOVERNING LAW, JURY TRIAL WAIVER. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Florida, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO THIS AGREEMENT AND THE LEASED EQUIPMENT.

17. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by telephone, facsimile or email with simultaneous regular mail, or (c) mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above or such other address as the other party may have provided written notice of in accordance with this Section 17. For purposes of computing



times from service of notice, service of notice by delivery in hand shall be effective on the date of delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing.

18. INDEMNITY: Lessor is not responsible for any loss or injuries caused by the Equipment.

19. ELECTRONIC DOCUMENTATION. This Agreement (including the Order Form) may be executed in counterparts and signed by the parties manually or electronically.. If Lessee signs and transmits this Agreement and Order Form to Lessor by facsimile or other electronic transmission, the transmitted copies shall be binding upon the parties. Lessee agrees that the facsimile or other similar electronic transmission of this Agreement and such Order Form manually or electronically signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes. Neither party may raise as a defense to the enforcement of this Agreement that it was signed or transmitted electronically.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

LESSOR:
Toshiba America Business Solutions, Inc.

Larry White

Name: Signed: Wednesday, February 9, 2022

Title: _____

Date: _____

LESSEE:
University of Central Florida Board of Trustees

Alexander Cartwright

Name: Signed: Thursday, February 3, 2022
By Alexander Cartwright

Title: President

Date: _____

Date: January 20, 2022

Customer Name: **University Central Florida Board of Trustees** ("Customer")

Address: 12479 Research Parkway, Orlando FL 32826

Re: NOTICE, CONSENT AND AGREEMENT: NASPO RFP-NP-18-001 Master Agreement; NASPO Participating Addendum; Agreement For Lease of Equipment; NASPO Lease For Equipment And Maintenance Order Form and Schedule A thereto dated 01/20/2022 (collectively, the "Agreements")

Dear Sir or Madam:

By execution hereof Toshiba America Business Solutions, Inc. ("Toshiba") shall be permitted to assign the lease payments due from Customer. The assignment of the lease payments by Toshiba will in no way affect the relationship created by the Agreements.

Customer hereby consents and acknowledges that Toshiba may assign to CIT Bank, a Division of First Citizens Bank & Trust Company ("CIT") with office located at 10201 Centurion Parkway North, Suite #100, Jacksonville, FL 32256 ("Assignee"), all of Toshiba's rights, title and interest in and to (a) the equipment covered by the applicable Agreement(s), 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 applicable Agreement(s) and the right to initiate and maintain such legal proceedings, and (c) Toshiba's rights as Owner under the applicable Agreement(s), including the right to receive equipment payments thereunder. None of Toshiba's obligations under the Agreements, however, are assumed by the assignee and Toshiba shall remain fully responsible for said obligations. 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, but Customer shall have such claims, defenses or setoffs against Toshiba. Customer acknowledges that as a result of this assignment and consent CIT is a permitted third-party beneficiary under the Agreements.

Should Customer elect to make payments via a purchase card or other form of credit card Customer will be directed by CIT to a web portal maintained by JP Morgan Chase, its lockbox bank, for purposes of providing such payment information through that portal and CIT shall at no time come into possession or retain any information or records concerning that payment card account numbers or detail.

If you have any questions or would like to discuss this change to your account, please call our office at 770-446-2009 on business days between 8:00AM and 5:00PM Eastern Time.

Sincerely,
Toshiba America Business Solutions, Inc.

Approved by:

University of Central Florida Board of Trustees

Name: Dr. Alexander Cartwright, President

Date: *Alexander Cartwright*

Signed: Thursday, February 3, 2022