

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Canon USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Dakota
Contract #16796
(hereinafter "Participating State")

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1. Scope: This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded devices and services in the following categories:

Group A – Convenience Copiers
Group B – Production Copiers
Group C – Wide Format Copiers
Group D – Printers
Group F - Scanners

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

All state agency purchases or leases must be routed through the Bureau of Administrations, Office of Procurement Management (OPM). Moratorium exemption approval from the Bureau of Information and Telecommunications (BIT) is required. A purchase order issued by OPM will authorize state agency purchases or leases from this agreement.

Institutions under the control of the Board of Regents may make direct purchases from this agreement using their own procurement guidelines.

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Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the NASPO Valuepoint administrative fee.

With respect to 3.7.4 of the Master Agreement, Contractor can provide Customer with specific options to enhance data security besides the 3-pass overwrite that will be performed by Contractor at no additional charge as required under 3.7.4.3. Some of these options are at an additional cost, including hard drive removal under Section 5.4.6 of the Master Agreement. Customer is responsible for choosing what, if any, options it wants Contractor to provide beyond the included end-of-term 3-pass overwrite, including whatever erasure standards may be required by applicable law.

The notification requirements of Section 5.4.7.2 of the Master Agreement, "Special Promotions," shall apply exclusively to Contractor in the event Contractor provides special promotion or pricing as a supplement to the applicable Attachment I Price Schedule.

Notwithstanding the warranty provisions set forth in Sections 11.4.1 and 11.4.2 of the Master Agreement, the State and Participating Entities shall instead be entitled to the benefits of the generally available Canon warranty (or, in the case of third party products, the manufacturer's or developer's warranty), as applicable, for the hardware and software, including all warranty remedies.

Under Section 11.4.2.3 of the Master Agreement, "Infringement Indemnity," and Section 14.b. of Attachment D to the Master Agreement (WSCA-NASPO Master Agreement Terms and Conditions), "Indemnification-Intellectual Property," Contractor's indemnification obligations for infringement apply exclusively with respect to a claimant's United States Intellectual Property rights and Canon or Océ brand manufactured equipment furnished hereunder.

For the avoidance of doubt, Participating State acknowledges that the "work for hire" provision in Section 19 of Appendix D to the Master Agreement, "Pre-Existing Intellectual Property," does not apply to the Equipment and Services furnished under the Agreement.

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In no event shall Contractor, its Authorized Dealers, or the Participating State, including Participating Entities, be liable under this Participating Addendum for any special, incidental, consequential or indirect damages of any kind, regardless of whether such party knew or should have known of the possibility of such damages.

4. Leases

Any lease entered into by a state agency, institution, public university, officer, board or commission through this agreement shall utilize the lease agreement form attached to this participating addendum, which must be processed through the Office of Procurement Management. Political subdivisions may utilize either the State lease agreement form or the Canon USA, Inc lease terms included in Master Price Agreement #3901, at their own discretion.

5. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

<u>Contractor</u>	
Name	Canon USA, Mike Hurley, Supervisor, Contract Admin
Address	1 Canon Park, Melville, NY 11747
Telephone	631-330-3613
Fax	631-330-5459
E-mail	mhurley@cusa.canon.com

<u>Participating Entity</u>	
Name	Kathy Stasch, Purchasing Specialist
Address	523 East Capitol Ave, Pierre, SD 57501
Telephone	605-773-6877
Fax	605-773-4840
E-mail	kathy.stasch@state.sd.us

6. Subcontractors:

All Canon USA authorized dealers in the State of South Dakota, as shown on the dedicated Canon USA (cooperative contract) website ("Authorized Dealers"), are approved to accept orders from Participating

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Entities for the sale of Goods and the performance of Services under the Master Agreement and this Participating Addendum and, with respect to all orders accepted by an Authorized Dealer, shall have all of the rights and obligations of "Contractor" under the Master Agreement and this Participating Addendum, including sole responsibility for fulfilling such orders. In the event of any disputes between an Authorized Dealer and a Purchaser, Canon USA shall investigate, shall consult with Participating State and the Purchasing Entity as appropriate, and shall use commercially reasonable efforts to resolve the dispute.

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract # 3091 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: #16796 and the Lead State price agreement number: 3091.

9. Service Level Agreement ("SLA"):

The SLA attached as Exhibit 1 to this Participating Addendum shall apply to Services provided by the Authorized Dealers under this Addendum.

10. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

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This Participating Addendum and the Master Agreement number 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: State of South Dakota	Contractor: Canon U.S.A., Inc.
By: 	By: 
Name: Steven L. Berg	Name: Junichi Yoshitake
Title: Director, Office of Procurement Management	Title: SENIOR VICE PRESIDENT + GM
Date: 8/17/2015	Date: 8/19/15

[Additional signatures as required by Participating State]

If you have questions about this Participating Addendum or the participation process, please contact:

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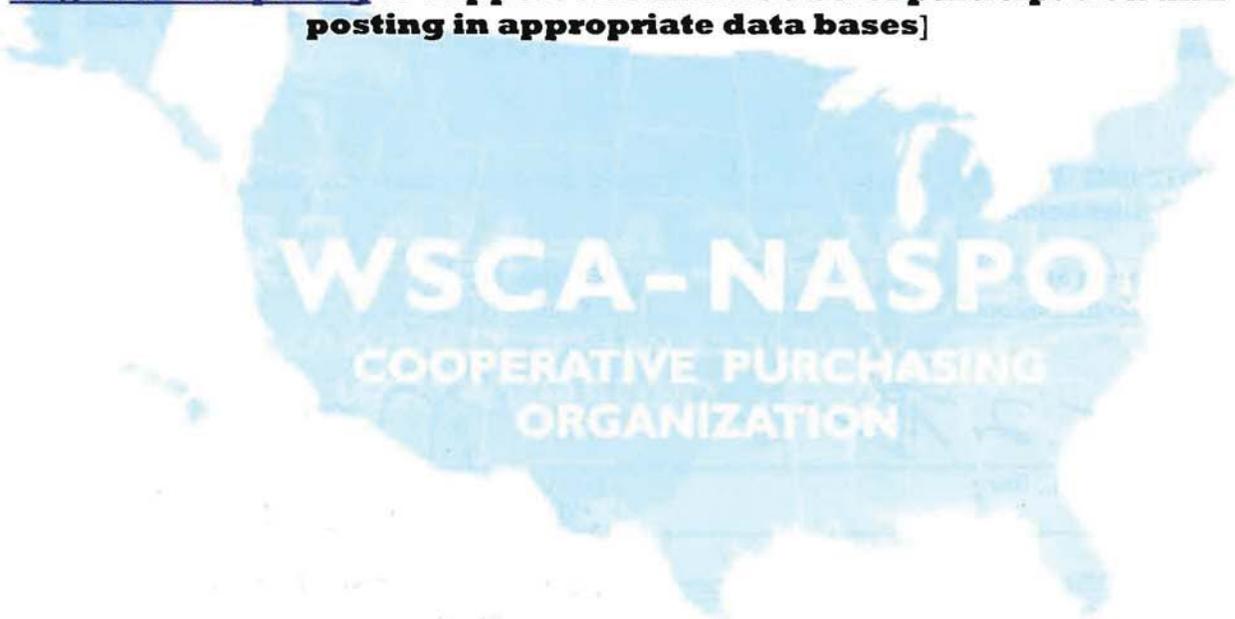
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WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	651-206-3858
E-mail	paul.stembler@wsca-naspo.org

[Fully executed PDF copy of this document should be emailed to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]



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COOPERATIVE PURCHASING
ORGANIZATION