

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Atanas Beltchev, Information Systems Manager **AB**

**DATE:** June 24, 2015 (CC Meeting of 7/01/15)

**SUBJECT:** Consider Lease Agreement with Toshiba Business Solutions, Inc. (TBS) for Six Color Copy Machines and One Black and White Copy Machine

**BACKGROUND & DISCUSSION**

The City currently uses seven (7) copy machines of various models from two different vendors – Toshiba Business Solutions and Konica-Minolta at various City facilities that are proposed to be replaced (and not including the Library copy machines). One Toshiba black and white copy machine was leased in April 2007 on a 36-month lease term and month-to-month term thereafter. Two Color Toshiba copiers were leased in year 2009 on a 36-month lease term and month-to-month term thereafter. All four Konica-Minolta copy machines were leased in April 2012 (three color copiers and one black and white) with no options to automatically extend the term of the Lease Agreement, which has now ended.

For sustained reliability, improved quality and managed fiscal impact, the 36-month lease term is considered optimal. All current copy machines are beyond their standard lease term and need to be upgraded. Single vendor and unified units are recommended for improved technical support and easier management. For the proposed seven new copy machines, only one will be limited to black and white copies (the Building and Safety public counter copy machine).

Information Systems staff conducted research and contacted both current vendors with requests for upgraded copy machine options. Quotes were received and evaluated by staff, and the Toshiba Lease Agreement offers the best pricing for the City. Maintenance services are included.

**FISCAL IMPACT**

The adopted Fiscal Year 2015/16 budget includes sufficient funds to cover the estimated cost of approximately \$44,000.00 for the initial 12-month period. No additional appropriation is required at this time. Staff will budget appropriate funds for

each subsequent fiscal year for the term of the lease agreement. The lease agreement includes a price per month for each copy machine along with a price per copy (with different pricing for black and white versus color copies and different costs for different machines). Since the exact number of copies per year per machine is not known, the total annual cost to the City for the copy machines can only be estimated based on prior usage. The total estimated cost for the 36-month lease is approximately \$112,000.00, which represents estimated savings of \$20,000.00 for the term of the Agreement in comparison to the pricing of the current copy machines.

**STAFF RECOMMENDATION**

Approve Lease Agreement with Toshiba Business Solutions, Inc. and authorize the City Manager to sign the Agreement subject to final language approval by the City Manager.

Attachment 1: Toshiba Business Solutions - Quotations

Attachment 2: Lease Agreement



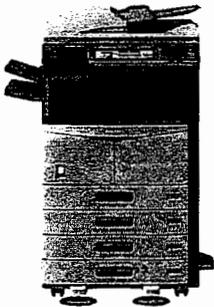
Proposal Prepared for: City of Moorpark

**457 Specifications and required features**

45 copies/minute black only  
 inner stapling finisher  
 2500 sheet letter sized paper deck  
 Print and scan  
 dimensions (H x W x D) = 42" x 30" x 30"

**CURRENT MONTHLY EXPENSE** \$

**TOSHIBA e-Studio 457**  
Proposed Recommendation



	36 mo. lease	60 mo. Lease
<b>Toshiba e-Studio 457 copier</b>	<b>\$ 195.00</b>	<b>\$ 138.00</b>
45 cpm black		
Reversing Document Feeder		
Stapling Finisher		
3700 sheet capacity from 3 drawers with stand		
Network Print & Scan		

**Full coverage service plan (all parts, labor & supplies)**  
 Black copies bill monthly @ \$.0075

**PROPOSED MONTHLY EXPENSE**

**NET MONTHLY CHANGE**

*Delivery & Installation included*

*Zero down to start new program*

**Proposal Prepared for: City of Moorpark**

**6560ct Specifications and required features**

65 copies/minute color and black  
 Stapling Finisher  
 Hole Punch  
 Print and scan

**CURRENT MONTHLY EXPENSE** \$ -

**TOSHIBA e-Studio 6560CT**  
**Proposed Recommendation**

	36 mo. lease	60 mo. Lease
Toshiba e-Studio 6560CT copier	\$ 260.00	\$ 175.00
65 cpm black and color		
Reversing Document Feeder		
Stapling Finisher		
Hole punch		
3700 sheet capacity from 3 drawers with stand		
Network Print & Scan		



**Full coverage service plan (all parts, labor & supplies)**  
 Black copies bill monthly @ \$.0065  
 color copies bill montly @ \$.0365

**PROPOSED MONTHLY EXPENSE**

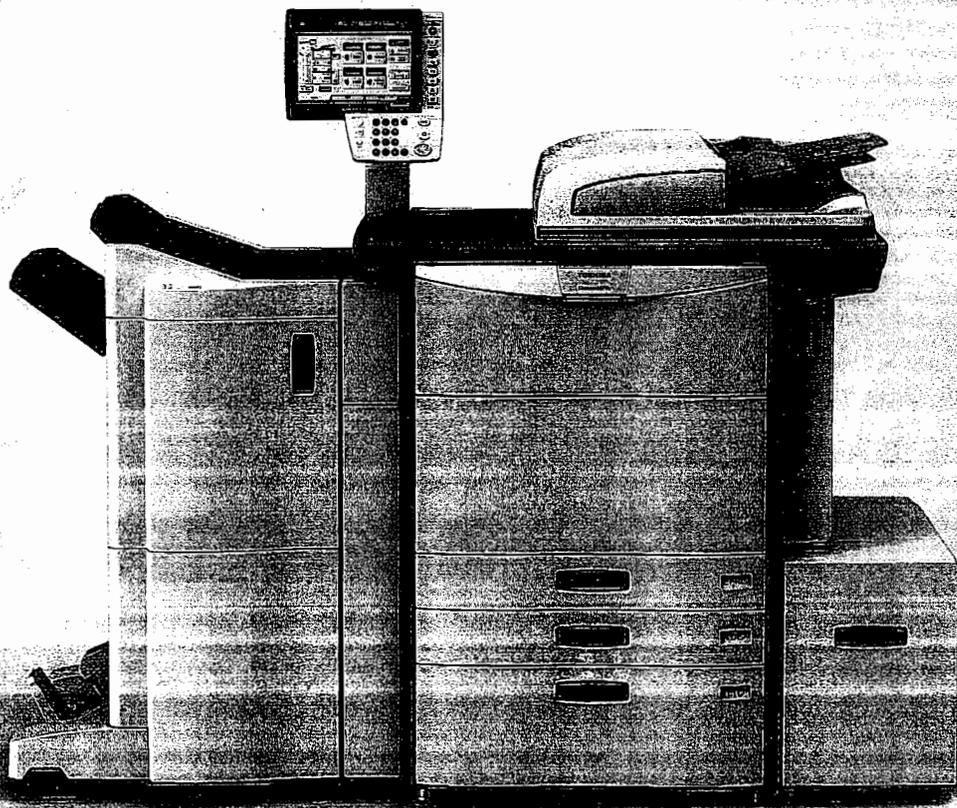
**NET MONTHLY CHANGE**

*Delivery & Installation included*

*Zero down to start new program*

TOSHIBA  
E-Studio Innovation >>>

- > Color MFP
- > Up to 65 PPM Color
- > Up to 75 PPM B&W
- > Med/Large Workgroup
- > Copy, Print, Scan, Fax
- > Secure MFP
- > EPEAT Registered\*

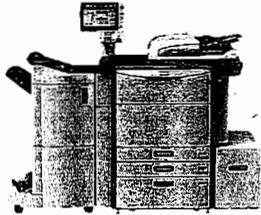


**e-STUDIO 5560c/6560c/6570c**

\*e-STUDIO6560c/6570c only

# e-STUDIO 5560c/6560c/6570c

**TOSHIBA**  
Leading Innovation >>>



- > Color MFP
- > Up to 65 PPM Color
- > Up to 75 PPM B&W
- > Med/Large Workgroup
- > Copy, Print, Scan, Fax
- > Secure MFP
- > EPEAT Registered\*

## Specifications

Copying Process	4-Drum Electrostatic Photographic Transfer System with Internal Transfer Belt
Copying Type	4-Beam Color Laser (8 bit)
Copy/Print Resolution	600 x 600 dpi/1200 x 1200 dpi
Copy/Print Speed	e-STUDIO5560c - 55 PPM Color / 55 PPM B&W e-STUDIO6560c - 65 PPM Color / 65 PPM B&W e-STUDIO6570c - 65 PPM Color / 75 PPM B&W
Warm-Up Time	Approx. 180 Seconds
First Copy Out Time	e-STUDIO5560c - 6.5 Seconds Color / 5.3 Seconds B&W e-STUDIO6560c - 6.5 Seconds Color / 5.3 Seconds B&W e-STUDIO6570c - 6.5 Seconds Color / 4.6 Seconds B&W
Duty Cycle	225K / 250K / 275K Copies
Multiple Copying	Up to 9999 Copies
Acceptable Paper Size and Weight	Cassette: ST-R to 12" x 18" (17 lb Bond - 140 lb Index) Bypass: ST-R to 13" x 19" (17 lb Bond - 110 lb Cover) ST-R to 12" x 47" Banner (17 lb Bond - 110 lb Cover)
Memory	LCF: LT (17 lb Bond - 140 lb Index) Page + Main Memory: 2GB HD: 320GB FIPS 140-2 SED
Reduction/Enlargement	25% to 400%
Bypass	100-Sheet Bypass (17 lb Bond - 110 lb Cover)
Control Panel	10.4" Color Super SVGA Tilttable LCD Touch Panel
Paper Supply	Up to 6,000-Sheet Input Capacity (Tandem Version + LCF) 4 Drawer Version: 4 x 540-Sheet Cassettes (2,160 Sheets) Tandem Version: 2 x 540-Sheet Cassettes + 2,320-Sheet LCF 100-Sheet Bypass Optional 1 x 2,500-Sheet LCF
Duplex	Standard Automatic Duplex Unit (17 lb Bond - 140 lb Index)
Dimensions	Approx. 38.6" x 27.5" x 60" (W x D x H) Weight Approx. 573 lb
CMYK Toner Yield	CMY: 29.5K, K: 77.4K
Power Supply	120 V, 20 Amps
Power Consumption	Maximum 2.2 kW

## Print Specifications

PDL Support	PCL6 & PostScript 3
Operating Systems	Netware 6.x, Windows XP, Windows Server 2003, 2008, Vista, Citrix MetaFrame, Macintosh, Linux, UNIX
Protocol Support	IPX/SPX, TCP/IP, V4/V6 Dual Stack, EtherTalk, AppleTalk PAP, NetBIOS Over TCP/IP, LPR/LPD, IPP, SMB, SNMP, Netware, Port 9100
Drivers	Windows 2000, Server 2003/2008/2012, Windows 7, 8, Vista, XP, Macintosh OS 10.4/10.5/10.6/10.7/10.8/10.9) UNIX, AS400 via iData & Port 9100, SAP R/3
Connectivity	10/100/1000BaseTX Ethernet, 802.11b/g/n Wireless LAN, USB
Device Management Certification	TopAccess Windows (XP, Vista, 7, 2003, 2008) (WHQL) Novell

## Scan Specifications

Scan Resolution	Up to 600 dpi
Scan Speed	Up to 77 SPM Color / 77 SPM B&W
File Format	TIFF, PDF, JPEG, XPS

## Facsimile Specifications

Compatibility	Super G3
Data Compression	MH / MR / MMR / JBIG
Transmission Speed	Approx. 3 Seconds Per Page
Fax Modem Speed	33.6 Kbps
Fax Memory	500 MB Transmission, 200 MB Reception (HDD)
Memory Transmission	100 Jobs, 1,000 Destinations Max. 400 Destinations /Job
Scan Speed	.7 Seconds Per Page, Maximum 50 SPM

## E-Filing Specifications

Operation Method	Color Touch Screen Control Panel or Client PC
Number of Boxes	1 Public Box, 200 Private User Boxes
Capacity of Boxes	100 Folders Per Box, 400 Documents Per Folder 200 Pages Per Document

## Security (Standard)

Data Encryption	256 Bit AES
HDD Overwrite Authentication	Meets Department of Defense (DoD) standard 5220.22M LDAP, SMTP, Windows Server Domain

## Accessories (Options)

### Additional Paper Options

Large Capacity Feeder (LCF): 2,500-Sheet Drawer, Letter	MP2501
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### Finishing Options

Multi-Position Finisher Stationary Tray: 250-Sheets	MJ1103
Finishing Tray: 3,000-Sheets	
Staple Capacity: 50 Sheets	
Saddle-Stitch Finisher Stationary Tray: 250-Sheets	MJ1104
Finishing Tray: 3,000-Sheets	
Staple Capacity: 50 Sheets	
Saddle Tray Stitcher: Up to 50 Sets	
Side Exit Tray	KA6570
Hole Punch Unit (for MJ1103/MJ1104) 2- or 3-Hole Punch Capability	MJ6102

### Connectivity/Security Options

EFI Controller	GA1310EX
Fax Board	GD1270NXF
2nd Line Fax	GD1260F
Wireless LAN Adapter	GN1060
Wireless Antenna	GN3010
IP SEC Enabler	GP1080
Meta Scan Enabler for e-CONNECT	GS1010
Advanced Scanning	GB1280T
Harness Kit for Coin Controller	GQ1200



## Corporate Office

9740 Irvine Blvd., Irvine, CA 92618-1631  
Tel: 949-462-6000

## East Coast

959 Route 46 East, 5th Floor, Parsippany, NJ 07054  
Tel: 973-316-2700

## Midwest

8770 W. Bryn Mawr Ave., Suite 700, Chicago, IL 60631  
Tel: 773-380-6000

## South

2037 Bakers Mill Rd., Dacula, GA 30019  
Tel: 678-546-9385

## West Coast

9740 Irvine Blvd., Irvine, CA 92618  
Tel: 949-462-6000

## Web Site

www.business.toshiba.com

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Inv. Code: 22247 5560c/6560c/6570c Spec Sheet 6K PG 3/14

\* e-STUDIO6560c/6570c only.

Equipment Lease Agreement # \_\_\_\_\_

EQUIPMENT									
<table style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 45%; text-align: left;">Equipment MFG Model &amp; Description</th> <th style="width: 25%; text-align: left;">Serial Number</th> <th style="width: 30%; text-align: left;">Accessories</th> </tr> <tr> <td style="border-bottom: 1px solid black;">see attached schedule</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> </table> <p><input type="checkbox"/> See attached schedule for additional Equipment / Accessories</p>	Equipment MFG Model & Description	Serial Number	Accessories	see attached schedule					
Equipment MFG Model & Description	Serial Number	Accessories							
see attached schedule									

Billing Address: \_\_\_\_\_  
 Equipment Location: \_\_\_\_\_

SUPPLIER	TRANSACTION TERMS
Toshiba Business Solutions 9740 Irvine Blvd Irvine, CA	Purchase Option: Fair Market Value Lease Payment: \$ <u>1755.00</u> (plus applicable taxes)      Term: <u>36</u> (months) Billing Period: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually (Monthly if not checked) The following additional payments are due on the date this Lease is signed by you: Advance Payment: \$ <u>0</u> (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last Document Fee: \$75.00 (included on first invoice)

YOU HAVE SELECTED THE EQUIPMENT, THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS.

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.

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

**TERMS AND CONDITIONS**

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

**NON-APPROPRIATION OF FUNDS.** You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 11 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 2 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease (a) through (d) collectively referred to as "Lease Charges". NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the owner of the Equipment, we may be required to pay personal property taxes, and you agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period

Continued on Page 2

LESSOR ("We", "Us")	LESSEE ("You")
<b>Toshiba Financial Services</b>  By: X _____ Name: _____ Title: _____ Date: _____	<b>City of Moorpark</b> (Lessee Full Legal Name)  By: X _____ Name: _____ Title: _____ Date: _____ Federal Tax ID: _____

sums includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Tax Administrative Fee" equal to \$12 per unit of Equipment per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

**4. LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

**5. OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

**6. INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Lease to be correct or caused by our acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

**7. LOSS OR DAMAGE.** If any item of 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 of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations hereunder.

**8. INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

**9. DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you 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; or (e) you default under any other agreement with us or our assignees.

**10. REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

**11. END OF TERM OPTIONS, RETURN OF EQUIPMENT.** At the end of the Term and upon 30 days prior written notice to us, you shall either: (a) return all, but not less than all, of the Equipment; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. If you do not provide us with such written notice and either return all of the Equipment or purchase all of the Equipment at the end of the Term, then this Lease will automatically renew on a month-to-month basis and all of the provisions of this Lease shall continue to apply, including, without limitation, your obligations to remit Lease Payments, Lease Charges and other charges, until all of the Equipment is either returned to us (either because we demand return of the Equipment or you decide to return the Equipment) or purchased by you for the applicable Fair Market Value, plus applicable sales and other taxes, in accordance with the terms hereof. If you are in default (or a non-appropriation of funds occurs), or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

**12. ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

**13. MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you are the entity indicated in this Lease; (b) any documents required to be delivered in connection with this Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances and regulations; (c) the Documents are valid, legal, binding agreements, enforceable with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have 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; (g) your obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law; (h) this Lease is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. This Lease: (i) constitutes the entire agreement of the parties with respect to the subject matter thereof; (ii) supersedes all other writings, communications, understandings, agreements, purchase orders, solicitation documents (including, without limitation, any request for proposal and responses thereto and other related documents (together, the "Bid Documents")) and other representations, express or implied ("Prior Understandings"), and may not be contradicted or amended by Prior Understandings; and (iii) may be amended or modified only by written documents duly authorized, executed and delivered by the parties. This Lease is binding on you and your successors and assigns. You authorize us, our agent, or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Lease or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT.** We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

**14. ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Lease may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Lease to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Lease manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Lease, and subject to our prior approval and at our sole discretion: (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 signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

# TOSHIBA

## BUSINESS SOLUTIONS

### SCHEDULE "A"

# TOSHIBA

FINANCIAL SERVICES

This Schedule "A" is to be attached to and become part of the item description for the agreement dated \_\_\_\_\_ by and between the undersigned and TOSHIBA FINANCIAL SERVICES.

APPLICATION NUMBER

AGREEMENT NUMBER

### CUSTOMER INSTALLATION LOCATION (Separate lease schedules must be completed for each equipment location)

Legal Company Name:	City of Moorpark			Department Name:	
Street Address / P.O. Box:	799 Moorpark Ave			Bldg / Room / Suite:	
City:	Moorpark	St:	CA	Zip:	93021
Phone Number:	805-517-6231			Contact Name:	
		Fax Number:			

### ITEM DESCRIPTION

1.	Toshiba 6560CT / MJ1103 Finisher / MJ6102		
2.	Toshiba 6560CT / MJ1103 Finisher / MJ6102		
3.	Toshiba 6560CT / MJ1103 Finisher / MJ6102		
4.	Toshiba 6560CT / MJ1103 Finisher / MJ6102		
5.	Toshiba 6560CT / MJ1103 Finisher / MJ6102		
6.	Toshiba 6560CT / MJ1103 Finisher / MJ6102		
7.	Toshiba 457 / MR3028 RADF / MJ1032N inner finisher / KD1026 LCT		
8.			
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23.			
24.			

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Print Name:	Signature:	Title:	Date:
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# TOSHIBA

## BUSINESS SOLUTIONS

### AIMS MAINTENANCE CONTRACT

# MA-1.0.0

Sales Representative: Jeff Morrow

6/19/2015

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

#### CUSTOMER INFORMATION

Customer Name:	City of Moorpark	Bill to Number:	
Billing Address:	799 Moorpark Ave	Phone #:	805-517-6231 Ext.
Address 2:		Contact:	Atanas Beltchev
City:	Moorpark	State:	CA
Zip:	93021	email:	abeltchev@moorparkca.gov
		Fax #:	
		Customer PO #:	-

#### INVOICE / METER COLLECTION INFORMATION:

Meter Collection:	Automated Meter Read	Electronic Invoicing:	Yes	Invoice Location:	Customer Address	Term:	36 Months
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#### SEE ATTACHED MAINTENANCE CONTRACT SCHEDULE FOR DEVICE DETAILS

#### TRANSACTION TERMS (Consolidated Minimums Per Pool)

Device	Color	Type	Frequency	Rate	Term
es6560Ct (6)	Black	Prints	Monthly	0.0065	Monthly
	Color	Prints	Monthly	0.0365	Monthly
es457	Black	Prints	Monthly	0.0075	Monthly
				<b>Total Minimum Payment</b>	\$ -

#### DECLINATION

Customer is declining maintenance on the equipment listed above.

Printed Name:	Signature:
Title:	Date:

#### SPECIAL INSTRUCTIONS

#### ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Unit Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Customer:	City of Moorpark	Toshiba Business Solutions		
Printed Name:		Signature:		
Title:	Date:	Title:	Effective Date:	

## TERMS AND CONDITIONS (CONTINUED)

- 1. ACCEPTANCE.** This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.
- 2. Term.** This Contract will remain in force for months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.
- 3. SERVICE AVAILABILITY.** TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.
- The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.
- If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.
- In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.
- 4. NETWORK INTEGRATION SUPPORT.** Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.
- 5. INVOICING - LATE CHARGES.** The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.
- If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.
- 6. USAGE.** In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. In no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.
- Your Toshiba system will come with two-way communication enabled. TBS will provide updates, system back ups, and meter collection automatically. Please advise if you do not wish to have this feature enabled. TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website.
- Upon the first Renewal Date and each subsequent Renewal Date thereafter, TBS reserves the right to increase the Minimum Payment and/or Excess Unit Charge by the greater of either (i) fifteen (15%) percent or (ii) the then-current cost per unit for that model.
- 7. CONSUMABLE SUPPLIES.** TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 11 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies.
- All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.
- 8. TAXES.** In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.
- 9. INSTALLATION AND ACCESS TO EQUIPMENT.** Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.
- If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.
- 10. KEY OPERATOR - END-USER TRAINING.** Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from installation will be at TBS normal hourly rates.
- 11. EXCLUSIONS.** Service under this Contract does not include:
- (a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:
  - (b) Service of equipment if moved outside of TBS's designated service area;
  - (c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;
  - (d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;
  - (e) Painting or refinishing of the equipment;
  - (f) Making specification changes;
  - (g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost;
  - (h) Performing key operator functions as described in the operator manual;
  - (i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;
  - (j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;
  - (k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control.
  - (l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.
  - (m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.
- 12. INDEMNITY AND DISCLAIMER.** TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.
- IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."**
- 13. GENERAL.** Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.
- Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.
- The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.
- This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.
- TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.
- TBS is not responsible for failure to render service due to causes beyond its control.
- This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.



Sales Representative: Jeff Morrow

6/19/2015

#### CUSTOMER INFORMATION

Customer Name: City of Moorpark	Customer Contact: Atanas Beltchev
Billing Address: 799 Moorpark Ave	Phone #: 805-517-6231 Ext. Customer PO #:
Suite #:	Meter Contact: Atanas Beltchev Meter Phone: 805-517-6231
City: Moorpark State: CA Zip: 93021	Meter Email: abeltchev@moorparkca.gov

#### METER COLLECTION CHOICES:



**What is Toshiba's Automated Meter Read Program (AMR)?** As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program is a software solution that automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

**How much does Toshiba AMR cost me?**

Nothing. Ever.

**What information does AMR gather?**

The automated meter reading system captures only the information required for billing purposes; Machine model, Serial number, and usage information.

**Is the transmission secure?**

Yes. Data is completely secure. Additionally, none of your file data is ever collected, just usage information.



**Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:**

#### 1 Automated Meter Read (AMR)

TBS provides free the AMR software at installation that will automatically pull meter information and input into TBS billing system. There is no manual entry by either the end user or TBS for this option and is the most economical and efficient process. Equipment MUST be connected to the your network. More details and FAQ on this option are included above.

#### 2 Self Reporting Assets (SRA)

This requires the Toshiba device to be set up at installation to email meters to TBS once a month automatically. Emails from the Toshiba device are sent to TBS billing department where we manually enter in the meter readings. (Must have Scan to Email set up)

#### 3 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system. End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually. All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

#### ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible:

Yes  No



Email Attachment and Web:

Yes  No



Email Address for invoice notifications: \_\_\_\_\_

#### CUSTOMER ACCEPTANCE:

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

# TOSHIBA

## BUSINESS SOLUTIONS

### CONNECTIVITY OPTIONS AGREEMENT

# CA-1.0.0

Sales Representative: Jeff Morrow

6/19/2015

#### CUSTOMER INFORMATION

Customer Name: <b>City of Moorpark</b>	Customer Contact: <b>Atanas Beltchev</b>	
Billing Address: <b>799 Moorpark Ave</b>	Phone #: <b>805-517-6231 Ext.</b>	Customer PO #:
Address 2:	<b>Atanas Beltchev</b>	<b>805-517-6231</b>
City: <b>Moorpark</b> State: <b>CA</b> Zip: <b>93021</b>	<b>abeltchev@moorparkca.gov</b>	

#### CONNECTIVITY OPTIONS (Check All That Apply)

**OPTION A: Remote Network Administrator Integration and Training** **FREE (\$300 Value)**

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

**OPTION B: Custom Network Integration - Variable / Additional Charges**

	Qty	Unit Description
• Base Device Configuration - Setup of Network Protocols on Device		Device
• Print Driver Installation		Workstation
• PC Fax Driver Installation		Workstation
• Print Driver and PC Fax Driver on same Workstation		Workstation
• Scan to Copier Controller		Scanning Template
• Scan to Network Folder		Scanning Template
• Scan to Email - Initial Setup of communication to local SMTP server		Initial Setup
- Additional Setup per Scanning Template		Scanning Template
- Off-site SMTP Server		Hour Until Completion
- Additional Setup per Scanning Template		Scanning Template
• Incoming Fax Routing to Copier Controller		Fax Destination
• Incoming Fax Routing to Network Folder Location		Fax Destination
• Incoming Fax Routing to Email - Initial Setup of SMTP Server Communication to a Local SMTP Server		Initial Setup
- Additional Setup per Destination		Destination
- Off-site SMTP Server		Hour Until Completion
- Additional Setup per Destination		Destination
• User Code Enforcement		10 User Codes
• Copier Configuration Backup and Restore		Backup/Restore Event

**Total Connectivity Fee \$ -**

**Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$ 150.00 Per Hour. Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.**

#### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name:	Signature: <b>X</b>	Title:	Date:
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#### DECLINATION

Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:	Signature: <b>X</b>	Title:	Date:
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#### TBS ACCEPTANCE

Print Name:	Signature: <b>X</b>	Title:	Date:
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## STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

**Option B:** Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

### Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

### Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

### Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

## TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

**Inclusions – Hardware:** Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

**Inclusions – Software:** Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

**Service Availability:** Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

### Exclusions:

1. Electrical work external to the equipment.
  2. Charges to install or improve telephone lines.
  3. Charges to improve electrical service and/or network lines.
  4. Network wiring to improve or connect the hardware to a computer or network.
  5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
  6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.
  7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.
  8. Reinstallation/service required due to the relocation of equipment.
- Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.