

CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Toshiba Business Solutions, a division of Toshiba America Business Solutions, Inc., hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs copy machines and services and contracts with Vendor to supply the goods or services described in **Exhibit A**, as needed and as requested by City.

1. PRICE AGREEMENT, ORDERS, AND TERM. City agrees to pay Vendor at the prices listed in **Exhibit A** to supply the goods or services described in **Exhibit A**, as needed and as requested by City. City will have no financial obligation under this Agreement until an order has been placed. The total amount authorized for payment for all orders placed under this agreement is \$690,000.00. Any order placed under this Agreement beyond the total amount authorized by this Agreement remains subject to any applicable procurement policies of City, including approval by the appropriate authority based on the dollar amount of the order.

2. Any order placed pursuant to this Agreement is subject to all terms and provisions of this Agreement. This contract will be a 63 month contract.

3. COOPERATIVE PROCUREMENT. This Agreement is being made based on the cooperative procurement allowed under contract #R241204 Digital Workflow Solutions ("Procurement Contract") between Vendor and Region 4 Education Service Center / Omnia Partners cooperative. All terms and provisions of the Procurement Contract are incorporated by reference into this Agreement, to the extent such terms and conditions do not conflict with the terms and provisions of this Agreement. To the extent the terms and provisions of the Procurement Contract conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement will control.

4. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

5. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to apolathe@olatheks.org. The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).

6. PAYMENT. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums, from the maintenance portion of an invoice, then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. All lease payments must be made in accordance to the terms of the executed lease agreement(s) are not subject to withholding or set off.

7. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

8. TERMINATION FOR CONVENIENCE. City may terminate this Agreement for convenience by providing fifteen (15) business days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

10. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

11. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

12. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

13. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**. Vendor will provide certificates of insurance and renewals thereof on forms acceptable to City and in the manner specified in **Exhibit B**.

14. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, subject to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

15. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE.

IN NO EVENT SHALL VENDOR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.

16. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

17. KANSAS OPEN RECORDS ACT. Vendor acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq.*). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

18. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties. No form or document provided by Vendor after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement. Notwithstanding the forging, the terms governing leased equipment are set down in the separate and stand-alone lease agreement attached and a part of **Exhibit A.**

19. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party. Notwithstanding the foregoing right, Vendor may assign to a third-party leasing partner its rights, title and interest to leased product(s), including the right to collect payment and enforce its said rights. Vendor retains all other contractual obligations.

20. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

21. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

22. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

23. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

24. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

25. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control. Notwithstanding the forging, the terms governing leased equipment are set down in the separate and stand-alone lease agreement attached and a part of **Exhibit A**.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this _____ day of

_____ 20__.

CITY OF OLATHE, KANSAS

By:

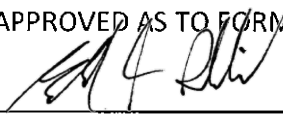
Mayor

ATTEST:

(SEAL)

City Clerk

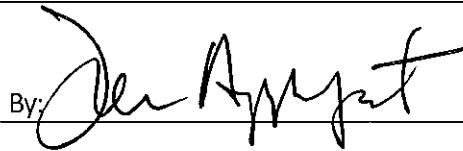
APPROVED AS TO FORM:



City Attorney or Deputy/Assistant City Attorney

Toshiba Business Solutions a division of
Toshiba America Business Solutions, Inc.

By:



Name:

JOHN APPLGATE

Title:

REGIONAL PRESIDENT

2732 NE Independence Ave. Lee's Summit
MO 64064

Exhibit A
Vendor's Proposal

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC

#R241204 REGION 4 / NATIONAL IPA MPSA ORDER FORM Ver 060420

Complete this form with Applicable Schedules, obtain Member signature(s), email signed order to: nationalipa.orders@tabs.toshiba.com

Sales Representative: Lyndon Jordan

MEMBER NUMBER

2510007

ORDER DATE

MEMBER INFORMATION

Bill to Information:	Ship to Information:
Customer Name: City of Olathe	Customer Name: City of Olathe
Billing Address: 100 E SANTA FE	Shipping Address:
Address 2:	Address 2:
City: OLATHE State:KS Zip: 66061-3409	City: State: Zip:
Phone #: (913) 971-8500 Ext. Fax:	Phone #: Ext. Fax:
Contact: John Bacon	Contact:
eMail: jbacon@olatheks.gov	eMail:
Customer PO #: Tax ID #: 48-6034756	Delivery Date: Ship Term:

Customer agrees to use the services of Toshiba for the purposes of providing the Managed Print Services and deliverables (hereafter collectively known as the "MP Services") which are set forth on this MPSA Order Form and the attached applicable Finance Agreement, Order, and/or Schedule/Supplement (collectively an "MPSA Order"). Customer agrees that such MP Services shall be provided pursuant to the terms and conditions of (i) Region 4 Copiers Contract #R241204 between Toshiba and Region 4 Education Service Center (ESC) effective June 1, 2020 (the "Region 4 Copier Contract"); (ii) the Master Print Services Agreement ("MPSA"); and (iii) this signed MPSA Order with its Attachments and/or Schedules. The Region 4 Copier Contract and the MPSA are incorporated into this MPSA Order by reference. Customer's acceptance of this MPSA Order shall be authorization for Toshiba's performance of the MP Services. The order of precedence for the applicable documents shall be (i) a Finance Agreement with its Schedule or Supplement; (ii) the Region 4 Copier Contract; (iii) the MPSA and (iv) an Order with its Schedule. Customer hereby acknowledges its receipt and acceptance of the MPSA.

MPSA ORDER

OPTIONS	ORDERS & SCHEDULES	MEMBER INITIALS	NOTES
1. Managed Print Services - Existing Equipment (MPS)	1 - MPS Order		
	1A - MPS Equip Schedule		
2. Product Purchase Order	2 - Purchase Product Order		
	2A Product Schedule		
	Maintenance Activation		
FINANCE AGREEMENTS			
3. MASTER Lease with Maintenance Agreement (LWM)	3 - Master LWM Agreement		<-- Please initial here
	3A - Master LWM Schedule		
4. MASTER FMV Lease Agreement	4 - Mstr FMV Lease Agreement		
	4A - Mstr FMV Lease Schedule		
5. Lease with Maintenance Agreement	5 - Lease with Maint Agreement		
	5A - Lease with Maint Supplement		
6. FMV Lease Agreement	6 - FMV Lease Agreement		
	6A - FMV Lease Supplement		
7. State and Local Government Addendum (SLG)	SLG Addendum		<-- Please initial here
Consultant / Professional Services Engagements	SOW		<-- Please initial here
Solutions Purchase			
Supplies and Parts			
Consultant / Professional Services Engagements			

CUSTOMER ACCEPTANCE

Signature on this page indicates acceptance of all terms and conditions as stated in this MPSA Order

Print Name:	John Bacon	Signature: X	Title: Mayor	Date:
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TOSHIBA

MASTER LEASE WITH MAINTENANCE SCHEDULE

TOSHIBA

FINANCIAL SERVICES

SCHEDULE NUMBER

APPLICATION NUMBER

AGREEMENT NUMBER

LS-7736111

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

Legal Company Name: Olathe, City of	Fed. Tax ID#: 48-6034756
Contact Person: John Bacon	Bill-To Phone: (913) 971-8500 Bill-To Fax:
Department Name:	Billing Address: 100 E SANTA FE
Building/Room/Suite:	City, State - Zip: OLATHE, KS 66061-3409

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

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

TBS LOCATION

Contact Name: Lyndon Jordan	Location: KC NORTH
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EQUIPMENT DESCRIPTION

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.	STARTING METER

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

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 63 of \$ 10,422.49 * Security Deposit**: \$ 0.00	<input type="checkbox"/> Received	<i>*plus applicable taxes</i>
Payments includes: 50,000 B&W Images per Month Excess Images at: \$ 0.00300 * per B&W Image	End-of-Lease Options: You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value per section 16. 2. Renew the Agreement per section 17. 3. Return Equipment.	
Payments includes: 45,000 Color Images per Month Excess Images at: \$ 0.03000 * per Color Image		
Payments includes: Scan Images per Month Excess Images at: \$ * per Scan Image		
Payments includes: B&W Print Images per Month Excess Images at: \$ * per B&W Print Image		
Payments includes: Color Print Images per Month Excess Images at: \$ * per Color Print Image		
Origination Fee: Up to \$99.00 (included in First Invoice)	Lease payment period is monthly unless otherwise indicated.	
Excess Images billed: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually		

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

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

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

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature:	Title:	Date:
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CUSTOMER ACCEPTANCE

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

Name: John Bacon	Signature: X	Title: Mayor	Date:
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Olathe, City of
Schedule A to Master Lease with Maintenance Schedule Agreement #450-7746877-029

Make	Model #	Item Description	Ship To Location	Physical Location
Lexmark	C4342	550TRY	16100 W 135TH ST, OLATHE, KS 66062-1517	Indian Creek Library
Lexmark	C4342	550TRY	16100 W 135TH ST, OLATHE, KS 66062-1517	Indian Creek Library
Lexmark	C4342	550TRY	16110 W 135TH ST, OLATHE, KS 66062-1517	Indian Creek Library
Toshiba	ESTUDIO2525AC	D5DF STD FAX	1128 W SPRUCE STREET FIRE, OLATHE, KS 66061	Fire #5
Toshiba	ESTUDIO2525AC	STD D5DF	1415 S ROBINSON DRIVE, OLATHE, KS 66061	Vehicle Maintenance
Toshiba	ESTUDIO2525AC	STD D5DF	13301S MUR LEN RD, OLATHE, KS 66061	Fire #4
Toshiba	ESTUDIO2525AC	STD D5DF	14700 S LAKESHORE DR, OLATHE, KS 66061	Fire #8
Toshiba	ESTUDIO2525AC	STD D5DF	14940 W 143RD STREET FIRE STATION #3, OLATHE, KS 66061	Fire #3
Toshiba	ESTUDIO2525AC	STD D5DF	1725 N RENNER FIRE, OLATHE, KS 66061	Fire #2
Toshiba	ESTUDIO2525AC	STD D5DF	24200 W COLLEGE BOULEVARD FIRE, OLATHE, KS 66061	Fire #6
Toshiba	ESTUDIO2525AC	STD D5DF	24200 W COLLEGE BOULEVARD FIRE, OLATHE, KS 66061	Police #6
Toshiba	ESTUDIO2525AC	STD D5DF	1200 S HARRISON MUNICIPAL COURTS, OLATHE, KS 66061-4606	Prosecutors Office
Toshiba	ESTUDIO331AC	Toshiba e-STUDIO331AC	1385 S ROBINSON DRIVE PUBLIC WORKS, OLATHE, KS 66061	Public Works
Toshiba	ESTUDIO331AC	Toshiba e-STUDIO331AC	1415 S ROBINSON DRIVE, OLATHE, KS 66061	Hazardous Waste
Toshiba	ESTUDIO331AC	Toshiba e-STUDIO331AC	1420 S ROBINSON ST, OLATHE, KS 66061	Public works
Toshiba	ESTUDIO331AC	Toshiba e-STUDIO331AC	1681 S VALLEY ROAD TRANSFER STATION, OLATHE, KS 66061	Transfer Station
Toshiba	ESTUDIO331AC	Toshiba e-STUDIO331AC STD	25851 W 119TH ST, OLATHE, KS 66061	Environmental Lab - Michelle Probasco
Toshiba	ESTUDIO331AC	Toshiba e-STUDIO331AC STD	309 N ROGERS ROAD TRAFFIC OPERATIONS, OLATHE, KS 66061	Customer Service
Toshiba	ESTUDIO331AC	Toshiba e-STUDIO331AC STD	730 N CHESTNUT ST OLATHE MEMORIAL CEMETARY, OLATHE, KS 66061-2608	Olathe Memorial cemetery
Toshiba	ESTUDIO4525AC	D5DF LCF FAX 65MSF HPU BK	505 OLD 56 HIGHWAY FIRE DEPT, OLATHE, KS 66061	POLICE RECORDS - Sherry Anderson
Toshiba	ESTUDIO4525AC	D5DF LCF FAX 65MSF HPU BK	25851 W 119TH ST, OLATHE, KS 66061	Work Room - Michelle
Toshiba	ESTUDIO4525AC	D5DF LCF FAX 65MSF HPU BK	1200 S HARRISON PROSECUTOR, OLATHE, KS 66061	Prosecutors Office
Toshiba	ESTUDIO4525AC	D5DF LCF FAX 65MSF HPU BK	501 E HIGHWAY 56 POLICE, OLATHE, KS 66061-4639	POLICE WRITING /REPORTING
Toshiba	ESTUDIO4525AC	D5DF LCF FAX 65MSF HPU BK	260 E SANTA FE ST, OLATHE, KS 66061-3566	NEW LIBRARY
Toshiba	ESTUDIO4525AC	D5DF LCF FAX 65MSF HPU BK	1225 S HAMILTON CIRCLE FIRE, OLATHE, KS 66061-5372	Fire Admin
Toshiba	ESTUDIO4525AC	D5DF LCF FAX 65MSF HPU BK	501 E HIGHWAY 56 POLICE, OLATHE, KS 66061-4639	Police Patrol Sergeant- Sherry
Toshiba	ESTUDIO4525AC	D5DF LCF FAX 65MSF HPU BK	505 E SUNVALE DRIVE, OLATHE, KS 66061-5398	Animal Control
Toshiba	ESTUDIO4525AC	D5DF LCF FAX 65MSF HPU BK	2400 W DENNIS AVE, OLATHE, KS 66061-5124	Park Ranger
Toshiba	ESTUDIO4525AC	D5DF LCF FAX 65MSF HPU BK	100 E SANTA FE ST, OLATHE, KS 66061-3409	City Managers Office 2ND FLOOR
Toshiba	ESTUDIO4525AC	D5DF LCF FAX 65MSF HPU BK	17200 W 119TH ST, OLATHE, KS 66061-7054	ITS
Toshiba	ESTUDIO4525AC	D5DF LCF FAX 65MSF HPU BK	1200 S HARRISON PROSECUTOR, OLATHE, KS 66061	Victim Witness
Toshiba	ESTUDIO4525AC	D5DF LCF FAX 65MSF HPU BK	1415 S ROBINSON DRIVE, OLATHE, KS 66061	Utilities Main - Seitz
Toshiba	ESTUDIO4525AC	D5DF LCF FAX 65MSF HPU BK	1225 S HAMILTON CIRCLE FIRE, OLATHE, KS 66061-5372	Fire Inspections
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	100 E SANTA FE, OLATHE, KS 66061-3409	Planning 1st floor
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	100 E SANTA FE CITY CLERKS OFFICE, OLATHE, KS 66061	City Clerk Vault -Melissa Meiners
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	100 E SANTA FE CITY MANAGERS OFFICE, OLATHE, KS 66061	City Manager CMO- Liz Rubach
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	100 E SANTA FE, OLATHE, KS 66061-3409	Basement EOC-Marvin Butler
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	100 E SANTA FE PARKS AND RECREATION, OLATHE, KS 66061	GL TRAINING ROOM
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	1078 W SANTA FE ST, OLATHE, KS 66061-3194	Downtown Library
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	1200 E KANSAS CITY ROAD HERITAGE CENTER, OLATHE, KS 66062	Mahaffie Upstairs
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	1200 S HARRISON MUNICIPAL COURTS, OLATHE, KS 66061-4606	Clerks office - Sharon Williams
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	1200 S HARRISON MUNICIPAL COURTS, OLATHE, KS 66061-4606	Police Property - Sherry Anderson
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	1200 S HARRISON MUNICIPAL COURTS, OLATHE, KS 66061-4606	Clerks Office -Sharon Williams
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	1200 S HARRISON PROSECUTOR, OLATHE, KS 66061	Prosecutors Office
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	1205 EAST KANSAS CITY ROAD, OLATHE, KS 66061	Community Center - Cody Bradford
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	1225 S HAMILTON CIRCLE FIRE, OLATHE, KS 66061-5372	Fire Admin - Maggie Outler
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	1385 S ROBINSON DR CUSTOMER SERVICE, OLATHE, KS 66061	Admin Mail Room
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	1385 S ROBINSON DR CUSTOMER SERVICE, OLATHE, KS 66061	Customer Service - Jessica Freeman
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	1385 S ROBINSON DR CUSTOMER SERVICE, OLATHE, KS 66061	Project Management/Workroom - Sephani Stark
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	1415 S ROBINSON DRIVE, OLATHE, KS 66061	Storm Water Maintenance - Brent Dorr
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	1436 S ROBINSON, OLATHE, KS 66061	Public Works - Lisa Wiederholt
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	1490 W IRONWOOD ST, OLATHE, KS 66061-5313	Workroom - Linda Wollschlager
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	1908 W IRONWOOD ST, OLATHE, KS 66061-5326	Park ops new office - Paul Hecker
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	200 W HAROLD ST, OLATHE, KS 66061	Main Wastewater - Patrick Karashin
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	25915 W 119TH STREET, OLATHE, KS 66061	MAIN/HALLWAY - Bart Rehagen
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	260 E SANTA FE ST, OLATHE, KS 66061-3566	Library - Sara Eccles
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	27065 W 83RD STREET PUBLIC WORKS, LENEXA, KS 66227	Main/Water Plant #2 Break Room - Jennifer Dixon
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	27065 W 83RD STREET PUBLIC WORKS, LENEXA, KS 66227	Sara's Area
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	301 NORTH ROGERS ROAD TRAFFIC MAINTENANCE CENTER, OLATHE, KS 66061	Traffic - Jose Gonzales
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	400 E HAROLD STREET PUBLIC WORKS, OLATHE, KS 66061	Main - Public Works - Cris Lawson
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	501 E HIGHWAY 56 POLICE, OLATHE, KS 66061-4639	POLICE SPEC OPS - Sherry Anderson
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	501 E HIGHWAY 56 POLICE, OLATHE, KS 66061-4639	POLICE OLATHE POLICE CSO - Sherry Anderson
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	505 OLD 56 HIGHWAY FIRE DEPT, OLATHE, KS 66061	MAIN MFP IN HALL
Toshiba	ESTUDIO4525AC	D5DF 65MSF LCF BK	600 S CURTIS STREET PUBLIC WORKS, OLATHE, KS 66061-4666	WATER PLANT PUBLIC WORKS - Floyd Koder
Toshiba	ESTUDIO2525AC	STD D5DF	20500 W. College, Olathe, KS 66061	Fire #9

Signature: _____

Print Name: **John Bacon**

Title: **Mayor**

State and Local Government Addendum

TOSHIBA

FINANCIAL SERVICES

TOSHIBA FINANCIAL SERVICES

2732 NE INDEPENDENCE AVE | LEES SUMMIT, MO 64064

Agreement Number **450-7746877-029** dated as of **March 27, 2026**

Name and Address of Customer ("You" and "Your"):

**OLATHE, CITY OF
100 E SANTA FE ST
OLATHE, KS 66061-3409**

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and TOSHIBA FINANCIAL SERVICES ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. LIMITATIONS. The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

4. CHOICE OF GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.

5. KANSAS STATUTES. (a) If Customer is a school district, Customer represents and warrants that the Agreement is entered into under authority of K.S.A. § 72-1149. Further, Customer's Board of Education, by resolution approved by a majority of members of the Board of Education, has elected to omit the mandatory contract provisions prescribed by the Kansas Department of Administration in form DA-146(a), as amended, from the Agreement, and such provisions are hereby so omitted; provided however, that this election does not authorize the omission from the Agreement of the provisions of Kansas Statutes Annotated Section 72-1146 (related to indemnification and hold harmless provisions) or Section 72-1147 (applicable law shall be Kansas law and applicable courts shall be Kansas courts), as amended.

(b) If Customer is a municipality under K.S.A. § 10-1101 and is not a school district, Customer is obligated only to make periodic payments or monthly installments under the Agreement as may be lawfully made from funds budgeted and appropriated for that purpose during Customer's current budget year, or funds made available from any lawfully operated revenue producing source. Customer hereby represents and warrants that the Agreement has been approved by a majority vote of all members of Customer's governing body, and acknowledges and agrees that:

- (i) The amount or capital cost required to purchase the Equipment if paid for by cash is \$460,827.08;
- (ii) The annual average effective interest cost is 9.21%; and
- (iii) The amount included in the payments for service, maintenance, insurance, or other charges, exclusive of the capital cost and interest cost is \$0.00.

6. CURRENT YEAR BUDGET. Notwithstanding anything in this Agreement to the contrary, Customer is obligated only to make periodic payments or monthly installments under this Agreement as may be lawfully made from (a) funds budgeted and appropriated for that purpose during Customer's current budget year, or (b) funds made available from any lawfully operated revenue producing source.

7. NO GRANT OF SECURITY INTEREST. If Customer is a school district, then notwithstanding any provision in the Agreement to the contrary, any provision of the Agreement that provides, or requires that Customer (a) grant Company a security interest in the Equipment, and/or (b) authorizes Company to file the Agreement as a financing statement, file a financing statement in respect of the Agreement, or repossess the Equipment, is hereby deleted in its entirety.

8. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

IN WITNESS WHEREOF, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **TOSHIBA FINANCIAL SERVICES**

Customer: **OLATHE, CITY OF**

By: _____ Date: _____

By: _____ Date: _____

Print Name and Title: _____

Print Name and Title: _____

TOSHIBA

AUTOMATED METER READ PROGRAM OPTIONS

AM-2.0.0

SALES PACKET NUMBER

DATE

Sales Representative: Lyndon Jordan

CUSTOMER INFORMATION

Customer Name: City of Olathe	Customer Contact: John Bacon		
Billing Address: 100 E SANTA FE	Phone #: (913) 971-8500	Ext.	Customer PO #:
Suite #:	Meter Contact: John Bacon		Meter Phone: (913) 971-8500
City: OLATHE	State: KS	Zip: 66061-3409	Meter Email: jbacon@olatheks.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 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 all required information for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure.

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

1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

2 Automated Meter Read (On Site Software)

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

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.

TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

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

Upon receipt of first TFS Lease invoice, visit www.onlinemyaccounts.com or call 1-888-422-6485 to register.

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only:
PDF copy of invoice sent to email listed below

Invoice Portal Access:
Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: gasago@olathe

CUSTOMER ACCEPTANCE:

Print Name: John Bacon

Signature:

Title: Mayor

Date:

TOSHIBA

CONNECTIVITY OPTIONS AGREEMENT

CA-1.0.0

SALES PACKET NUMBER

EFFECTIVE DATE

Sales Representative: Lyndon Jordan

CUSTOMER INFORMATION

Customer Name: City of Olathe	Customer Contact: John Bacon	
Billing Address: 100 E SANTA FE	Phone #: (913) 971-8500 Ext.	Customer PO #:
Address 2:	IT Contact: John Bacon	IT Phone #: (913) 971-8500
City: OLATHE State: KS Zip: 66061-3409	eMail: jbacon@olatheks.gov	

CONNECTIVITY OPTIONS (Check All That Apply)

 OPTION A: Network Administrator Integration and Training FREE (\$400 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	Charge	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			Initial Setup
Communication to a Local SMTP Server			
- 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: \$200.00 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: X	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: John Bacon	Signature: X	Title: Mayor	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	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.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

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.

STATEMENT OF WORK ASSUMPTIONS

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.

In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.

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.

**REMOVAL REPORT****RR-3.0.0**

SALES PACKET NUMBER

DATE

Sales Representative: Lyndon JordanCustomer Name: Olathe, City of

This document must be completed and signed by both the customer and a Toshiba Business Solutions (TBS) representative prior to any removal and disposition of equipment from the customer's premises.

EQUIPMENT DETAILS

Physical Location: FIRE Admin - Maggie Outler			
Address: 1225 S HAMILTON CIRCLE FIRE		Phone #: (913) 971-8500	Ext.:
Address 2:		Fax #:	
City: OLATHE		Contact: John Bacon	
State: KS	Zip: 66061-5372	email: jbacon@olatheks.gov	
Leasing Company: Toshiba Financial Services		Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO2505AC
Removal Type: Upgrade		Disposition: Return to Lease Company	EOL Option: Basic
Buyout Type: Upgrade to Return		Paid By:	Serial #: SCFLG67763
		EOL Charge: \$195.00	
		Replaced By:	

Physical Location:			
Address: 1420 S ROBINSON ST		Phone #: (913) 971-8500	Ext.:
Address 2:		Fax #:	
City: OLATHE		Contact: John Bacon	
State: KS	Zip: 66061	email: jbacon@olatheks.gov	
Leasing Company: Toshiba Financial Services		Lease #: 450-7746877-026	Make/Model: Toshiba e-STUDIO330AC
Removal Type: Upgrade		Disposition: Return to Lease Company	EOL Option: Declined
Buyout Type: Upgrade to Return		Paid By:	Serial #: SCRDN50807
		EOL Charge: \$0.00	
		Replaced By:	

Physical Location:			
Address: 1415 S ROBINSON DRIVE		Phone #: (913) 971-8500	Ext.:
Address 2:		Fax #:	
City: OLATHE		Contact: John Bacon	
State: KS	Zip: 66061	email: jbacon@olatheks.gov	
Leasing Company: Toshiba Financial Services		Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO330AC
Removal Type: Upgrade		Disposition: Return to Lease Company	EOL Option: Declined
Buyout Type: Upgrade to Return		Paid By:	Serial #: SCRAM31406
		EOL Charge: \$0.00	
		Replaced By:	

Physical Location: Enviromental Lab - Michelle Probasco			
Address: 25851 W 119TH ST		Phone #: (913) 971-8500	Ext.:
Address 2:		Fax #:	
City: OLATHE		Contact: John Bacon	
State: KS	Zip: 66061	email: jbacon@olatheks.gov	
Leasing Company: Toshiba Financial Services		Lease #: 450-7746877-017	Make/Model: Toshiba e-STUDIO330AC
Removal Type: Upgrade		Disposition: Return to Lease Company	EOL Option: Declined
Buyout Type: Upgrade to Return		Paid By:	Serial #: SCRCL21560
		EOL Charge: \$0.00	
		Replaced By:	

Special Instructions:	No cost HDD Removal for eight Police Dept. systems for this program and end of subsequent program beginning April, 2026 Tag #s MO6872 / MO4780 / MO4707 / MO4693 / MO4694 / MOI4691 / MO4902 / MO4713
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 SEE ATTACHED REMOVAL REPORT SCHEDULE FOR ADDITIONAL REMOVED DEVICES

Total End of Life Security Option Charges: \$195.00
DECLINATION
 Customer certifies that they have read the Security Options and that they have decided to decline all assistance from TBS regarding enhanced security on their copier/printer. TBS is under no obligation and has no liability concerning data security on said device. It is the Customer's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased prior to disposition of equipment.

Print Name:	Signature: X	Title:	Date:
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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: John Bacon	Signature: X	Title: Mayor	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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TERMS AND CONDITIONS

FOR ALL ITEMS WITH REMOVAL TYPE OF: CUSTOMER OWNED

The customer representative signed below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to TBS.

FOR ALL ITEMS WITH A BUYOUT TYPE: PAID BY TBS TO CUSTOMER-AMOUNT TO BE PAID TO CUSTOMER \$0.00

The customer representative acknowledges that said equipment is leased and that the amount paid to customer and disposition, as indicated, of said equipment and its condition will fulfill its contractual obligations under the lease. If for any reason the amount paid to customer does not satisfy the contractual obligations, the customer assumes any remaining liability with the Leasing Company. It is the responsibility of the customer to provide return instructions. If said equipment cannot be returned until the end of the lease term, the customer must notify the Leasing Company in writing in accordance to the terms of the agreement prior to the end of the lease term. Failure to follow this disposition process could result in additional charges. Toshiba Business Solutions does not assume and will not be financially responsible for any lease renewal payments or additional fees or penalties incurred on the lease referenced above for any reason.

EOL OPTION DEFINITIONS

Basic Security: Includes HDD data scrub to DOD standards (5220-22m), NVRAM and Fax Data Scrub, Reloading System Firmware.

Advanced Security: Includes removing and returning uncleansed HDD to customer, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Remove and Return: Includes removing and returning uncleansed HDD to customer. This option is only available on customer owned devices.

Optimal Security: Includes removal and destruction of HDD, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

No HDD – Privacy Protection: Perform full static memory clear, erases all info like Address Book, Fax, Network info, e-filing, orphaned documents, scan templates, etc - Items not stored on hard drive.

Declined: Customer has declined any assistance from TBS regarding their data and is solely responsible for data security.

No Hard Drive: The device has no hard drive.

Has Secure HDD: Removed device has built in data overwrite and Customer does not require scrubbing or removal.

**REMOVAL REPORT SCHEDULE****RR-1.0.0**

SALES PACKET NUMBER

DATE

Sales Representative: Lyndon Jordan**EQUIPMENT DETAILS**

Physical Location: CUSTOMER SERVICE					
Address: 1681 S VALLEY ROAD TRANSFER STATION			Phone #: (913) 971-8500	Ext.	Fax #:
Address 2:			Contact: John Bacon		
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov		
Leasing Company: Toshiba Financial Services		Lease #: 450-7746877-022	Make/Model: Toshiba e-STUDIO330AC	EOL Option: Declined	
Removal Type: Upgrade		Disposition: Return to Lease Company	Serial #: SCRKM43343	EOL Charge: \$0.00	
Buyout Type: Upgrade to Return		Paid By:	Replaced By:		

Physical Location:					
Address: 730 N CHESTNUT ST OLATHE MEMORIAL CEMETARY			Phone #: (913) 971-8500	Ext.	Fax #:
Address 2:			Contact: John Bacon		
City: OLATHE	State: KS	Zip: 66061-2608	email: jbacon@olatheks.gov		
Leasing Company: Toshiba Financial Services		Lease #: 450-7746877-021	Make/Model: Toshiba e-STUDIO330AC	EOL Option: Declined	
Removal Type: Upgrade		Disposition: Return to Lease Company	Serial #: SCRJM41425	EOL Charge: \$0.00	
Buyout Type: Upgrade to Return		Paid By:	Replaced By:		

Physical Location:					
Address: 1385 S ROBINSON DRIVE PUBLIC WORKS			Phone #: (913) 971-8500	Ext.	Fax #:
Address 2:			Contact: John Bacon		
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov		
Leasing Company: Toshiba Financial Services		Lease #: 450-7746877-028	Make/Model: Toshiba e-STUDIO330AC	EOL Option: Declined	
Removal Type: Upgrade		Disposition: Return to Lease Company	Serial #: SCRAP66805	EOL Charge: \$0.00	
Buyout Type: Upgrade to Return		Paid By:	Replaced By:		

Physical Location: Customer Service					
Address: 309 N ROGERS ROAD TRAFFIC OPERATIONS			Phone #: (913) 971-8500	Ext.	Fax #:
Address 2:			Contact: John Bacon		
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov		
Leasing Company: Toshiba Financial Services		Lease #: 450-7746877-024	Make/Model: Toshiba e-STUDIO330AC	EOL Option: Declined	
Removal Type: Upgrade		Disposition: Return to Lease Company	Serial #: SCRLM44220	EOL Charge: \$0.00	
Buyout Type: Upgrade to Return		Paid By:	Replaced By:		

Physical Location: Basement EOC - Marvin Butler					
Address: 100 E SANTA FE FIRE			Phone #: (913) 971-8500	Ext.	Fax #:
Address 2:			Contact: John Bacon		
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov		
Leasing Company: Toshiba Financial Services		Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO3505AC	EOL Option: Declined	
Removal Type: Upgrade		Disposition: Return to Lease Company	Serial #: SCFIG48399	EOL Charge: \$0.00	
Buyout Type: Upgrade to Return		Paid By:	Replaced By:		

Physical Location: PROSECUTORS OFF - Teresa Griffin					
Address: 1200 S HARRISON PROSECUTOR			Phone #: (913) 971-8500	Ext.	Fax #:
Address 2:			Contact: John Bacon		
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov		
Leasing Company: Toshiba Financial Services		Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO3505AC	EOL Option: Declined	
Removal Type: Upgrade		Disposition: Return to Lease Company	Serial #: SCFLG31986	EOL Charge: \$0.00	
Buyout Type: Upgrade to Return		Paid By:	Replaced By:		

Physical Location: Storage - Shell Building					
Address: 309 N ROGERS ROAD TRAFFIC OPERATIONS			Phone #: (913) 971-8500	Ext.	Fax #:
Address 2:			Contact: John Bacon		
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov		
Leasing Company: Toshiba Financial Services		Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4505AC	EOL Option: Declined	
Removal Type: Upgrade		Disposition: Return to Lease Company	Serial #: SCFLG32196	EOL Charge: \$0.00	
Buyout Type: Upgrade to Return		Paid By:	Replaced By:		

**REMOVAL REPORT SCHEDULE****RR-1.0.0**

SALES PACKET NUMBER

DATE

Sales Representative: Lyndon Jordan**EQUIPMENT DETAILS**

Physical Location: GARDEN LEVERL TEMP HR

Address: 100 E SANTA FE HUMAN RESOURCES

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4505AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SCFAH36915

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: PROSECUTORS OFFICE - Teresa Griffin

Address: 1200 S HARRISON PROSECUTOR

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4508A

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SCGAH50851

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: FINANCE DEPARTMENT

Address: 100 E SANTA FE ST

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061-3409

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSNIK83872

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: Police Sub #6 - Brian P. Hill

Address: 24200 W COLLEGE BOULEVARD POLICE

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSNIK83819

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: Fire Sub #6

Address: 24200 W COLLEGE BOULEVARD POLICE

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSNIK83945

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: POLICE ACT UNIT - Sherry Anderson

Address: 501 W 56 HWY

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-017

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSNLK84969

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: Main - Public Works - Cris Lawson

Address: 400 E HAROLD STREET PUBLIC WORKS

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSNIK83878

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

**REMOVAL REPORT SCHEDULE****RR-1.0.0**

SALES PACKET NUMBER

DATE

Sales Representative: Lyndon Jordan**EQUIPMENT DETAILS**

Physical Location: PARKS AND REC-EVENTS			
Address: 17200 W 119TH ST		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061-7054	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83832	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: ITSPR			
Address: 17200 W 119TH ST		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061-7054	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK84006	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: Public Works - Lisa Wiederholt			
Address: 1436 S ROBINSON		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83987	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: Main Wastewater - Patrick Karashin			
Address: 200 W HAROLD ST		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83453	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: Fire #5 / Office			
Address: 1128 W SPRUCE STREET FIRE		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK84009	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: Fire #7/Office			
Address: 16110 S MUR LEN ROAD FIRE		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83459	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: Vehicle Maintenance - Germean Chisolm-Bean			
Address: 1415 S ROBINSON DRIVE		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83985	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

**REMOVAL REPORT SCHEDULE****RR-1.0.0**

SALES PACKET NUMBER

DATE

Sales Representative: Lyndon Jordan**EQUIPMENT DETAILS**

Physical Location: Storm Water Maintenance - Brent Dorr

Address: 1415 S ROBINSON DRIVE		Phone #: (913) 971-8500	Ext.	Fax #:
Address 2:		Contact: John Bacon		
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov	
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined	
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSSNIK84030	EOL Charge: \$0.00	
Buyout Type: Upgrade to Return	Paid By:	Replaced By:		

Physical Location: Utilities/Main - Jennifer Sitz

Address: 1415 S ROBINSON DRIVE		Phone #: (913) 971-8500	Ext.	Fax #:
Address 2:		Contact: John Bacon		
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov	
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined	
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSSNIK83976	EOL Charge: \$0.00	
Buyout Type: Upgrade to Return	Paid By:	Replaced By:		

Physical Location: MAIN MFP IN HALL

Address: 505 OLD 56 HIGHWAY FIRE DEPT		Phone #: (913) 971-8500	Ext.	Fax #:
Address 2:		Contact: John Bacon		
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov	
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined	
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSSNIK83833	EOL Charge: \$0.00	
Buyout Type: Upgrade to Return	Paid By:	Replaced By:		

Physical Location: POLICE RECORDS - Sherry Anderson

Address: 505 OLD 56 HIGHWAY FIRE DEPT		Phone #: (913) 971-8500	Ext.	Fax #:
Address 2:		Contact: John Bacon		
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov	
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-016	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined	
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSSNIK83999	EOL Charge: \$0.00	
Buyout Type: Upgrade to Return	Paid By:	Replaced By:		

Physical Location: POLICE SPEC OPS - Sherry Anderson

Address: 501 E HIGHWAY 56 POLICE DEPARTMENT		Phone #: (913) 971-8500	Ext.	Fax #:
Address 2:		Contact: John Bacon		
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov	
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined	
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSSNIK83460	EOL Charge: \$0.00	
Buyout Type: Upgrade to Return	Paid By:	Replaced By:		

Physical Location: Sara's Area

Address: 27065 W 83RD STREET PUBLIC WORKS		Phone #: (913) 971-8500	Ext.	Fax #:
Address 2:		Contact: John Bacon		
City: LENEXA	State: KS	Zip: 66227	email: jbacon@olatheks.gov	
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined	
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSSNIK83879	EOL Charge: \$0.00	
Buyout Type: Upgrade to Return	Paid By:	Replaced By:		

Physical Location: Main/Water Plant #2 Break Room - Jennifer Dixon

Address: 27065 W 83RD STREET PUBLIC WORKS		Phone #: (913) 971-8500	Ext.	Fax #:
Address 2:		Contact: John Bacon		
City: LENEXA	State: KS	Zip: 66227	email: jbacon@olatheks.gov	
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined	
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSSNIK83452	EOL Charge: \$0.00	
Buyout Type: Upgrade to Return	Paid By:	Replaced By:		

TOSHIBA

REMOVAL REPORT SCHEDULE

RR-1.0.0

SALES PACKET NUMBER

DATE

Sales Representative: Lyndon Jordan

EQUIPMENT DETAILS

Physical Location: POLICE OLATHE POLICE CSO - Sherry Anderson

Address: 501 E HIGHWAY 56 POLICE

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061-4639

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSSNIK83820

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: WORK ROOM - Michelle Probasco

Address: 25851 W 119TH ST

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSSNIK83884

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: Victim Witness Coordinator - Teresa Griffin

Address: 1200 S HARRISON MUNICIPAL COURTS

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061-4606

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSSNIK83368

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: Clerk's office - Sharon Williams

Address: 1200 S HARRISON MUNICIPAL COURTS

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061-4606

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSSNIK83449

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: Clerk's office - Sharon Williams

Address: 1200 S HARRISON MUNICIPAL COURTS

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061-4606

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSSNIK84001

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: POLICE PROPERTY - Sherry Anderson

Address: 1200 S HARRISON MUNICIPAL COURTS

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061-4606

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSSNIK83373

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: GL TRAINING ROOM

Address: 100 E SANTA FE PARKS AND RECREATION

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSSNIK83458

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

**REMOVAL REPORT SCHEDULE****RR-1.0.0**

SALES PACKET NUMBER

DATE

Sales Representative: Lyndon Jordan**EQUIPMENT DETAILS**

Physical Location: CITY MANAGER 2ND FL

Address: 100 E SANTA FE PARKS AND RECREATION

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSSNIK84004

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: Animal Control - Jane Dockery

Address: 505 E SUNVALE DRIVE

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061-5398

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSSNIK83895

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: Traffic - Jose Gonzales

Address: 301 NORTH ROGERS ROAD TRAFFIC MAINTENANCE CENTER

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSSNIK83935

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: Library Indian Creek - Diane Majerle

Address: 16100 W 135TH ST

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66062-1517

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-015

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSSNIK83990

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: Library Indian Creek - Diane Majerle

Address: 16100 W 135TH ST

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66062-1517

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-016

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SCNLK34560

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: Library Indian Creek - Diane Majerle

Address: 16100 W 135TH ST

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66062-1517

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-016

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSSNLK84858

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location: Housing Mail Room

Address: 16100 W 135TH ST

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66062-1517

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-020

Make/Model: Toshiba e-STUDIO4515AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SCNEM38597

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

**REMOVAL REPORT SCHEDULE****RR-1.0.0**

SALES PACKET NUMBER

DATE

Sales Representative: Lyndon Jordan**EQUIPMENT DETAILS**

Physical Location: CMO - Liz Ruback			
Address: 100 E SANTA FE CITY MANAGERS OFFICE		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83444	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: DOWNTOWN TERMPORY			
Address: 1078 W SANTA FE ST		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061-3194	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-017	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNDL53465	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: Mahaffie / Upstairs - Alexis			
Address: 1200 E KANSAS CITY ROAD HERITAGE CENTER		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66062	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83931	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: Fire #2			
Address: 1725 N RENNER FIRE		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83998	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: CITY CLERK VAULT - Melissa Meiners			
Address: 100 E SANTA FE CITY CLERKS OFFICE		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83905	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: Project Management/Workroom - Sephani Stark			
Address: 1385 S ROBINSON DR CUSTOMER SERVICE		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83369	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: ADMIN MAIL ROOM			
Address: 1385 S ROBINSON DR CUSTOMER SERVICE		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83372	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

**REMOVAL REPORT SCHEDULE****RR-1.0.0**

SALES PACKET NUMBER

DATE

Sales Representative: Lyndon Jordan**EQUIPMENT DETAILS**

Physical Location: CUSTOMER SERVICE - Jessica Freeman			
Address: 1385 S ROBINSON DR CUSTOMER SERVICE		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83371	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: Office			
Address: 2400 W DENNIS AVE		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061-5124	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83450	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: MAIN/HALLWAY - Bart Rehagen			
Address: 25915 W 119TH STREET		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83937	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: WATER PLANT PUBLIC WORKS - Floyd Koder			
Address: 600 S CURTIS STREET PUBLIC WORKS		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061-4666	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-019	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNDL87283	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: Workroom - Linda Wollschlager			
Address: 1490 W IRONWOOD ST		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061-5313	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-018	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNEL60487	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: Fire # 4/Captain's Office			
Address: 13301S MUR LEN RD		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83885	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: 1ST FLR PLANNING			
Address: 100 E SANTA FE ST 3RD FLOOR		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061-3409	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSNIK83363	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

**REMOVAL REPORT SCHEDULE****RR-1.0.0**

SALES PACKET NUMBER

DATE

Sales Representative: Lyndon Jordan**EQUIPMENT DETAILS**

Physical Location: Temp Library - Sara Eccles			
Address: 260 E SANTA FE ST		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061-3566	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-016	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNLK36843	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location:			
Address: 260 E SANTA FE ST		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061-3566	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-020	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNEM37980	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: Community Center - Cody Bradford			
Address: 1205 EAST KANSAS CITY ROAD		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNBJ33020	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: Park ops new office - Paul Hecker			
Address: 1908 W IRONWOOD ST		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061-5326	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSSNIK83993	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: FIRE Admin - Maggie Outler			
Address: 1225 S HAMILTON CIRCLE FIRE		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061-5372	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SCNCK30383	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: Fire #3			
Address: 14940 W 143RD STREET FIRE STATION #3		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-015	Make/Model: Toshiba e-STUDIO4515AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSSNIK83451	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

Physical Location: POLICE REPORT WRITING -Sherry Anderson			
Address: 501 E HIGHWAY 56 POLICE		Phone #: (913) 971-8500	Ext. Fax #:
Address 2:		Contact: John Bacon	
City: OLATHE	State: KS	Zip: 66061-4639	email: jbacon@olatheks.gov
Leasing Company: Toshiba Financial Services	Lease #: 450-7746877-027	Make/Model: Toshiba e-STUDIO4525AC	EOL Option: Declined
Removal Type: Upgrade	Disposition: Return to Lease Company	Serial #: SSSGN71019	EOL Charge: \$0.00
Buyout Type: Upgrade to Return	Paid By:	Replaced By:	

TOSHIBA

REMOVAL REPORT SCHEDULE

RR-1.0.0

SALES PACKET NUMBER

DATE

Sales Representative: Lyndon Jordan

EQUIPMENT DETAILS

Physical Location: POLICE PATROL SERGEANT - Sherry Anderson

Address: 501 E HIGHWAY 56 FIRE

Phone #: (913) 971-8500

Ext.

Fax #:

Address 2:

Contact: John Bacon

City: OLATHE

State: KS

Zip: 66061

email: jbacon@olatheks.gov

Leasing Company: Toshiba Financial Services

Lease #: 450-7746877-016

Make/Model: Toshiba e-STUDIO5015AC

EOL Option: Declined

Removal Type: Upgrade

Disposition: Return to Lease Company

Serial #: SSNGK71101

EOL Charge: \$0.00

Buyout Type: Upgrade to Return

Paid By:

Replaced By:

Physical Location:

Address:

Phone #:

Ext.

Fax #:

Address 2:

Contact:

City:

State:

Zip:

email:

Leasing Company:

Lease #:

Make/Model:

EOL Option:

Removal Type:

Disposition:

Serial #:

EOL Charge:

Buyout Type:

Paid By:

Replaced By:

Physical Location:

Address:

Phone #:

Ext.

Fax #:

Address 2:

Contact:

City:

State:

Zip:

email:

Leasing Company:

Lease #:

Make/Model:

EOL Option:

Removal Type:

Disposition:

Serial #:

EOL Charge:

Buyout Type:

Paid By:

Replaced By:

Physical Location:

Address:

Phone #:

Ext.

Fax #:

Address 2:

Contact:

City:

State:

Zip:

email:

Leasing Company:

Lease #:

Make/Model:

EOL Option:

Removal Type:

Disposition:

Serial #:

EOL Charge:

Buyout Type:

Paid By:

Replaced By:

Physical Location:

Address:

Phone #:

Ext.

Fax #:

Address 2:

Contact:

City:

State:

Zip:

email:

Leasing Company:

Lease #:

Make/Model:

EOL Option:

Removal Type:

Disposition:

Serial #:

EOL Charge:

Buyout Type:

Paid By:

Replaced By:

Physical Location:

Address:

Phone #:

Ext.

Fax #:

Address 2:

Contact:

City:

State:

Zip:

email:

Leasing Company:

Lease #:

Make/Model:

EOL Option:

Removal Type:

Disposition:

Serial #:

EOL Charge:

Buyout Type:

Paid By:

Replaced By:

Physical Location:

Address:

Phone #:

Ext.

Fax #:

Address 2:

Contact:

City:

State:

Zip:

email:

Leasing Company:

Lease #:

Make/Model:

EOL Option:

Removal Type:

Disposition:

Serial #:

EOL Charge:

Buyout Type:

Paid By:

Replaced By:

Master Software and Services Agreement

This MASTER SOFTWARE AND SERVICES AGREEMENT (“Agreement”) is entered into as of the Effective Date by and between Toshiba America Business Solutions, Inc. a California corporation with an address of 25530 Commercentre Drive, Lake Forest, CA 92630 (“TABS”) including its division Toshiba Business Solutions (“TBS”), (collectively or individually TABS and TBS shall be referred to as the “Contractor”) and the Client The City of Olathe, a municipal corporation organized under the laws of the state of Kansas (“Client”). For on-premises based software solutions only, the following clauses are not applicable to this Agreement and hereby stricken 1.2, 1.8, 4, 6, and 8. For cloud-based or hybrid solutions (whereby both an on-premises solution(s) and cloud-based solution(s) will be implemented), all terms apply.

1. Definitions.

1.1 “Confidential Information” means, with respect to a party hereto, all information or material which (i) the party identifies in writing as confidential; and (ii) which from all the relevant circumstances should reasonably be assumed to be confidential and proprietary, whether or not marked, designated, or otherwise identified as “confidential” or “proprietary.” Confidential Information of Contractor includes, but is not limited to, the Products and the terms of this Agreement. Neither party shall have any obligation with respect to information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously received by the receiving party without restriction or received by the receiving party from a third party who had a lawful right without restriction to disclose such information; or (iii) is independently developed by the receiving party without reference to Confidential Information.

1.2 “Data Management Services” or “DMS” means the Internet-based transactional application and database services provided by Contractor that are accessible to Client through the Internet for managing business processes and information.

1.3 “Documentation” means the documentation, including any Third Party Materials provided by or on behalf of Contractor with the Product at the time of delivery and any updates that Contractor may, in its discretion, provide from time-to-time. The Documentation will be included in the definition of “Product” under this Agreement and subject to all restrictions and limitations relating to the Product.

1.4 “Licensed Entities” means those Client entities specifically identified in a SOS as licensed to use a Product.

1.5 “SOS,” or “Statement of Services,” “Statement of Work,” of “Statement of Support” as applicable, is defined in Section 2.

1.6 “Product” refers to such Software, Third Party Materials, Subscription Services, and professional Services, including implementation services, consulting and software integration services, outsourced business processing services, and other DMS

projects, as each may be licensed by Client under a SOS from time-to-time, including any Documentation.

1.7 “Software” means the object code version of any software that may be licensed by Contractor to Client under a SOS for installation on Client’s systems. To the extent any updates or enhancements are delivered to Client as part of Support, such updates and enhancements will be deemed included in the definition of “Software.”

1.8 “Subscription Service” means an application or database product hosted by Contractor or its agents, including the DMS, and made available for remote access and use by Client and its Licensed Entities under a SOS.

1.9 “Support” means Contractor’s then current support and maintenance program for the relevant Product, as more fully described in the relevant SOS.

1.10 “Third Party Materials” means software and data licensed or provided by third parties. Applicable third-party license agreements and disclaimers, if any, will be provided with the relevant Products.

2. **SOS.** This is a master agreement under which Client may place an order for one or more Products under a Statement of Services or Statement of Work, as applicable. Each order will be set forth in a written SOS or other form provided by Contractor, which is only effective when signed by both parties. The SOS will (i) specifically reference and is governed by this Agreement and (ii) identify the relevant Product being licensed, the term of license or subscription, and any other relevant terms not otherwise set forth in this Agreement. The form of SOS is attached to and made a part of this Agreement as Schedule A-1 (Statement of Services), Schedule A-2 (Statement of Work), and Schedule A-3 (Statement of Support).

3. **Software License.** This Section applies only in the event Client licenses Software from Contractor pursuant to a SOS. Subject to the terms and conditions of this Agreement and Client’s payment of all relevant fees, Contractor hereby grants to Client a non-exclusive, perpetual, non-transferable (except pursuant to Section 22.1), limited license to use for its internal business purposes the Software at the Licensed Entities. Client may make one copy of the Software for backup and archival purposes.

4. **Subscription Services License.** This Section applies only in the event Client licenses Subscription Services as a Software as a Service (“Subscription Services”) from Contractor pursuant to a SOS. Subject to the terms and conditions of this Agreement and Client’s payment of all relevant fees, Contractor hereby grants to Client a non-exclusive, non-transferable (except as otherwise set forth herein), limited license to access and use for its internal business purposes the Subscription Services in connection with the Licensed Entities. The initial term of the foregoing license will be as set forth in the applicable SOS. Client shall be solely responsible for connection of Client’s systems to a

telecommunications service that provides Internet access for purposes of Client's access and use of the Subscription Services.

5. Restrictions. Client may only use the Products as described in the applicable Documentation, including operation of Software only on the hardware and software configurations specified in the SOS or associated Documentation. Client shall ensure the Licensed Entities comply with all applicable terms of this Agreement. Any breach of this Agreement by any employee or agent of Client shall constitute a breach by Client. Except as expressly authorized by this Agreement, Client will not (and will not allow any third party to): (i) permit any unauthorized user or any third party to access and use the Products; (ii) decompile, disassemble, or reverse engineer the Products; (iii) use the Products or any Contractor Confidential Information to develop a competing product or service; (iv) use or allow others to use any Product for the benefit of any third party; (v) use any Product, or allow the transfer, transmission, export, or re-export of any Product or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency; or (vi) remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of a Product (including any screen displays, etc.) or any other products or materials provided by Contractor hereunder. Under no circumstances, shall Contractor be liable or responsible for any use, or any results obtained by the use, of the Products in conjunction with any other software or third-party products. All such use shall be at Client's sole risk.

6. Availability of Subscription Services. The provisions of this Section apply only to Subscription Services. The Subscription Services will be available for access and use by Client in accordance with the terms set forth in the applicable SOS or Third-Party Materials. The Subscription Services will be available for access and use by Client an average of at least ninety-five percent (95%) of the time ("Availability Requirement"), excluding any period of Permitted Unavailability (as defined below). Client shall provide notice to Contractor of any unavailability for access or use and document such disruption for review by Contractor. "Permitted Unavailability" includes Planned Outages (as defined below) and any unavailability due to causes beyond the reasonable control of Contractor, including, without limitation: any software, hardware, or telecommunication failures; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failures; failures or default of third party software, vendors, or products; and unavailability resulting from the actions or inactions of Client or a failure of Client's communications link or systems. "Planned Outages" means the period during which Contractor conducts standard systems maintenance. Contractor shall use reasonable efforts to schedule Planned Outages during non-peak hours. In the event Contractor fails to achieve the Availability Requirement, Contractor shall use commercially reasonable efforts to correct the interruption as promptly as practicable. In the event Contractor fails to achieve the Availability Requirement in three consecutive months during the

term of this Agreement, Client may terminate this Agreement without further obligation and receive a prorated refund of any pre-paid, unused recurring fees. Such refund shall constitute Client's sole and exclusive remedy and Contractor's sole and exclusive liability for failure to achieve the Availability Requirement.

7. Information Security for Subscription Services. Contractor has developed, implemented, and will maintain effective information security policies and procedures that include administrative, technical and physical safeguards designed to (i) ensure the security and confidentiality of confidential information provided to it, (ii) protect against anticipated threats or hazards to the security or integrity of such confidential information, (iii) protect against unauthorized access or use of such confidential information, (iv) minimize accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Client Data (as such term is defined in Section 8), and (v) ensure the proper disposal of confidential information. All personnel handling such confidential information have been appropriately trained in the implementation of its information security policies and procedures. Contractor regularly audits and reviews its information security policies and procedures to ensure their continued effectiveness and determine whether adjustments are necessary considering then-current circumstances including, without limitation, changes in technology, its or its vendors', contactors', and licensor's information systems or threats or hazards to confidential information. In the event of unauthorized access to confidential information or non-public personal information, each party shall cooperate with the other party, provide any notices and information regarding such unauthorized access to appropriate law enforcement agencies and government regulatory authorities, and affected individuals which are deemed necessary. Contractor shall promptly report to Client any compromise of security that it becomes aware of regarding Client Data and reasonably cooperate with Client in investigating the compromise. CLIENT ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND THAT CONTRACTOR DOES NOT AND CANNOT GUARANTEE THAT THE SUBSCRIPTION SERVICES, CONTRACTOR'S SYSTEMS, AND THE INFORMATION CONTAINED THEREIN (INCLUDING CONFIDENTIAL INFORMATION) CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. CONTRACTOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS NOR SHALL ANY SUCH UNAUTHORIZED ACCESS CONSTITUTE A BREACH BY CONTRACTOR OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER.

8. Ownership; Client Data.

8.1 Ownership. The Products are licensed, not sold. Except for the limited licenses granted in Sections 3 and 4, Contractor and its

licensors reserve all right, title, and interest, express or implied, in and to the Products. Client acknowledges and agrees it shall not use any Confidential Information disclosed by Contractor to Client in connection with this Agreement to contest the validity of any Contractor intellectual property. Any such use of Contractor's information and data shall constitute a material, non-curable breach of this Agreement.

8.2 Client Data. Except for the limited license below, nothing contained in this Agreement shall be construed as granting Contractor any right, title, or interest in or to any Client provided data or other content input into the Products, including Personal Data (as defined in Section 8.3) (the "Client Data"). Client grants Contractor the perpetual, non-exclusive, irrevocable, royalty-free, worldwide, sublicensable right and license to collect, store, use, compile, modify, translate and disclose such Client Data: (i) as stated in Contractor's Privacy Policy; (ii) as required by law; (iii) in the improvement or other development of Contractor's product and services, including the Products; (iv) in aggregated form that does not identify Client; and (v) in connection with performing its obligations under this Agreement .

8.3 Personal Data. If Client or its users or any third parties acting on Client's behalf, access or use a Product to collect, store, process, transmit, by any means any information from which a person (a data subject) can be reasonably identified ("Personal Data"), Client shall ensure that all such activities and use comply with applicable laws and data subject rights. Client shall provide legally adequate privacy notices to the required parties, and obtain all necessary consents from the data subjects of the Personal Data (and parental consents where applicable), including under the Children's Online Privacy Protection Act ("COPPA"), the General Data Protection Regulation ("GDPR"), the UK General Data Protection Regulation ("UK GDPR"), California Consumer Privacy Act ("CCPA") and similar laws. Client represents to Contractor that Client has provided all necessary privacy notices, obtained all necessary consents, and possesses lawful grounds to allow Client to access and use the Products in accordance with the terms of this Agreement and applicable laws. Client is responsible for notifying Contractor if any data collected or stored using the Products must be deleted under applicable laws.

8.4 Processing of Personal Data. The storage, processing, and transmission of Client Data is an essential feature of the Products. Client consents to Contractor and its contractors, and affiliates, collecting, storing, processing, and transmitting Client Data and Personal Data included therein. This Agreement incorporates Contractor's Privacy Policy, as may be updated from time to time.

8.5 Sharing Personal Data. In addition, certain Products may provide the ability to share content with other users and third parties, which may include the ability to share and display information about an individual (e.g., name, email address, username) when such functionality. By choosing to use the applicable Products and sharing functionality, Client consents to the sharing of such information for this purpose.

8.6 Diagnostics and Telemetry Data. Contractor may store diagnostic and telemetry data about the operation of the Products, including performance, usage, configuration, and errors ("Telemetry Data"). Contractor may periodically transmit and receive the Telemetry Data from the Products. Client Data does not include Telemetry Data. Contractor does not access or transmit Client Data as part of the Telemetry Data. Contractor retains all rights, title, and interest to the Telemetry Data.

8.7 Client Data Warranties. Client represents and warrants that it has obtained all rights, consents, and permissions necessary to input the Client Data into the Products and to grant the foregoing rights and licenses to Contractor, and that: (i) Client either owns or has the right to authorize Contractor's use of Client Data as set forth herein, (ii) the Client Data does not infringe, misappropriate, or otherwise violate any copyright, trademark, patents, trade secrets or other proprietary rights.

9. Registration. Contractor may request certain information in connection with the registration of Products, including contact name, email address, username, or password. By providing this information, Client consents to its collection and use by Contractor in accordance with Contractor's Privacy Policy, to provide non-promotional communications regarding the Products, including notices related to Client's account, transactions, update availability, Product recalls, safety concerns, or changes to our policies and terms. Client is responsible for maintaining the confidentiality of its username, password, and account information, and for all activities that occur in connection with Client's account and or under any username and password or account associated with Client's account. Client is also responsible for the accuracy of the information provided in connection with Client's account and any user thereunder, and for keeping such account information up to date. Client assumes all responsibility for any loss, theft, or other destruction of any data resulting from any failure to comply with these obligations.

10. Feedback. Client may provide suggestions, comments, or other feedback (collectively, "Feedback") to Contractor with respect to its products and services, including the Product. Feedback is voluntary and Contractor is not required to hold it in confidence. Contractor may use Feedback for any purpose without obligation of any kind. Client hereby grants Contractor an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Contractor's business, including enhancement of the Product.

11. Support. To the extent purchased by Client, Contractor shall provide the Support described in the applicable SOS for the Product licensed. Support includes periodic releases, and upgrades and updates to the Products as may be made generally available by Contractor to its Clients for no additional charge from time to time. Any new or additional features or functions may be offered separately and may be subject to additional access or license fees, support or maintenance charges, or other fees and costs. Contractor reserves the right to charge separately for any new

Products, databases, and functionality that are not generally released to Contractor's Clients without charge

12. Training. To the extent applicable, Contractor will provide the training services set forth in the SOS. Client shall reimburse Contractor for all expenses and out-of-pocket costs related to onsite training.

13. Term and Renewal. This Agreement shall commence on the Effective Date and, subject to any earlier permitted termination in accordance with this Agreement, shall remain in effect with respect to each Product until the expiration of both the initial license term set forth for such Product in the applicable SOS relating thereto and any renewal terms therefore as provided in this Section 13. Each SOS will specify an initial term for the license granted with respect to each such Product. Following the initial term, except as otherwise set forth on the SOS, the license term for each Product set forth on the SOS will automatically renew and be extended for additional successive one (1) year periods unless either party provides the other party of notice of its intent not to renew at least thirty (30) days prior to commencement of the next renewal term.

14. Termination.

14.1 Termination for Cause. Either party may terminate this Agreement on written notice to the other party if the other party is in material breach of its obligations hereunder and fails to cure the breach within thirty (30) days of such written notice. In addition, either party may, in its sole discretion, elect to (i) terminate this Agreement on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party, or (ii) terminate any relevant SOSs or this Agreement, as the case may be, as and when permitted by and in accordance with Sections 6, 15.1, or 20.

14.2 Termination for Convenience. Client may terminate any SOS or this Agreement upon 15 business days advance written notice to Contractor, without cause.

14.3 Effect of Termination. Upon any termination or expiration of a SOS or this Agreement, all rights and licenses granted to the Products will automatically terminate and Client shall have no further right to possess, access, or use the Products. Any termination of the Agreement shall terminate all outstanding SOS(s). On Contractor's request, Client shall provide Contractor with a signed written statement confirming that any Software has been permanently removed from Client's systems, if applicable. If termination does not result from a breach of this Agreement by Client, subject to the terms for any Third-Party Materials, Client shall have the limited right for thirty (30) days after such license termination to export or print Client entered information from the Product and not to enter any new information into the Product or use it for any other purpose. Client may, at its option and subject to the terms for any Third-Party Materials, extend the foregoing thirty (30) day period for up to six (6) months at Contractor's then

current transition services rates; all access to the Product during this period shall be read-only. The following Sections shall survive any termination or expiration of this Agreement: 1, 5, 10, 13, 15 (to the extent of fees accrued prior to termination), 17, 19, 21, and 22.

15. Fees.

15.1 In general. Client shall pay Contractor the fees set forth in the applicable SOSs. Following the initial year of the license term set forth in the SOS, Contractor, in its sole discretion, may increase the fees due for a renewal term on sixty (60) days written notice prior to the commencement of the renewal term, which adjustment shall be effective on the commencement of the renewal term. During the initial license term set forth in the SOS, any such annual increase shall not exceed five percent (5%) of the previous applicable annual fee.

15.2 Payment of Invoices. All invoices shall be paid by Client within thirty (30) days of invoice date. Payments not made within such period shall be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. In the event an invoice remains unpaid thirty (30) or more days from the invoice date, Contractor may, in its discretion, terminate the applicable SOS and suspend access to Subscription Services. The applicable SOS may specify certain fees to be paid by electronic funds transfer ("EFT"). Client hereby authorizes Contractor to initiate an EFT from Client's bank account indicated in Schedule B in an amount equal to the fees set forth in the applicable SOS in accordance with the payment terms set forth in the applicable SOS. All payments made by EFT will be paid in immediately available funds.

15.3 Taxes. All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of Contractor) that are imposed by or under the authority of any government or any political subdivision thereof on the fees for the Products and Support provided by Contractor under this Agreement, shall be borne solely by Client, unless Client can evidence its tax exemption and shall not be considered a part of a deduction from or an offset against such fees. If Client loses tax exempt status, it shall pay any taxes due as part of any renewal or payment. Client shall promptly notify Contractor if its tax status changes.

15.4 Travel and other Expenses. Client will pay, or reimburse Contractor for, any out-of-pocket expenses, including, without limitation, travel and travel-related expenses, incurred by Contractor at the request of or with the approval of Client in connection with the performance of this Agreement. Reasonable and customary expenses incurred by Contractor, including without limitation expenses incurred for travel, local transportation, lodging and meals, will be billed to Client at Contractor's actual cost.

15.5 Subpoenas and Other Legal Process. In the event Contractor is requested or authorized by Client or is required by government

regulation, summons, subpoena or other legal process to produce its documents, Client Data, or personnel as witnesses with respect to the Products and other services provided to Client under this Agreement, Client will, so long as Contractor is not the subject of the investigation or proceeding in which the information is sought, reimburse Contractor at its then current standard professional services rates for its time and materials services, as well as the fees and, incurred in responding to such requests.

16. Suspension of Access to Subscription Services. The provisions of this Section apply only to Subscription Services. Contractor may, in its sole discretion, suspend Client's access to a Subscription Service for any of the following reasons (i) to prevent damages to, or degradation of, the Subscription Service or Contractor's systems; (ii) to comply with any law, regulation, court order, or other governmental request; (iii) to otherwise protect Contractor from potential legal liability; or (iv) in the event an invoice remains unpaid for more than thirty (30) or more days from the invoice date. Contractor shall use reasonable efforts to provide Client with notice prior to or promptly following any suspension of access to a Subscription Service. Contractor will restore access to the Subscription Service as soon as the event giving rise to suspension has been resolved. This Section shall not be construed as imposing any obligation or duty on Contractor to monitor Client's use of the Subscription Service or the data and other content uploaded by Client to the Subscription Service.

17. Confidentiality.

17.1 The Contractor acknowledges that the Client is subject to the Kansas Open Records Act (K.S.A. 45-215 et. seq.) and that nothing in this agreement shall interfere with the Client's obligations under the Kansas Open Records Act. Each party's Confidential Information shall remain the sole and exclusive property of that party. Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to its respective businesses and that neither party would enter into this Agreement without assurance that the other party will take appropriate steps designed to preserve the confidentiality of such information and the value thereof as provided in this Section 17 and elsewhere in this Agreement. The foregoing and the other terms of this Section 17 are and will remain subject to the disclaimers set forth at the end of Sections 7 and 19. Accordingly, each party agrees as follows:

(a) Each party (i) will treat as confidential and use measures that are reasonable, and at least as protective as those it uses to safeguard the confidentiality of its own Confidential Information (but in no event less than reasonable care), to preserve the confidentiality of any and all Confidential Information that it obtains from the other party and (ii) will use or, subject to the disclaimers in Sections 7 and 19, disclose such Confidential Information solely as permitted under this Agreement;

(b) Each party may disclose the other party's Confidential Information or provide access to the same to its responsible

employees and agents who reasonably need to know or access such information in connection with the fulfillment of its obligations hereunder and may make copies of Confidential Information only to the extent permitted or contemplated under or pursuant to this Agreement; and

(c) To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the receiving party, the receiving party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: (i) as soon as possible after becoming aware of such law, order or requirement, and (ii) prior to disclosing Confidential Information pursuant thereto, the receiving party will so notify the disclosing party in writing and, if possible, the receiving party will provide the disclosing party notice not less than five (5) business days prior to the required disclosure. The receiving party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the disclosing party to contest, otherwise oppose or seek to limit such disclosure by the receiving party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The receiving party will cooperate with and aid the disclosing party regarding such measures. Notwithstanding any such compelled disclosure by the receiving party, such compelled disclosure will not otherwise affect the receiving party's obligations hereunder with respect to Confidential Information so disclosed.

17.2 Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

17.3 On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and, if requested by the disclosing party, certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure regarding Confidential Information are effective as of the Effective Date and will expire three years from the date first disclosed to the receiving party.

18. Limited Warranty. Contractor warrants to Client that for a period of sixty (60) days from delivery or initial use by Client, the Product shall operate in substantial conformity with its Documentation. Third Party Materials are subject to the terms set forth in the applicable third-party license agreements and disclaimers, if any, will be provided with the relevant Products. If Client purchases or procures any third-party products or services as part of the Products that are not provided with their own agreement or terms, Contractor shall pass through or assign to the Client the rights Contractor obtains from the manufacturers,

vendors or licensors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable. To the extent that such rights are not assignable by Contractor, Contractor agrees that Client may assert or enforce any right Contractor may have to enforce such representations, warranties and covenants, or if such can only be enforced by Contractor under its own name, upon written request by Client, Contractor shall take all reasonable action requested by Client to enforce such representations, warranties and covenants. Notwithstanding the foregoing, Client's sole and exclusive remedy, and Contractor's sole and exclusive liability, for a breach of the foregoing warranties shall be the provision of Support services, replacement of a Product if necessary, or a credit for the pre-paid portion of the applicable fee for the affected Product, as determined in Contractor's sole discretion.

19. Disclaimer of Warranties. EXCEPT AS PROVIDED IN SECTION 18 (LIMITED WARRANTY), THE PRODUCTS, SUPPORT, TRAINING, AND ANY OTHER SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. CONTRACTOR AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, AND NON-INFRINGEMENT. ALL THIRD-PARTY MATERIALS ARE PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND. CONTRACTOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY PRESENT OR FUTURE METHODOLOGY EMPLOYED IN ITS GATHERING OR REPRODUCING OF ANY THIRD-PARTY MATERIAL, OR AS TO THE ACCURACY, CURRENCY OR COMPREHENSIVENESS OF THE SAME. CLIENT EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF PRODUCTS IS AT CLIENT'S SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF CONTRACTOR'S OBLIGATIONS HEREUNDER. CONTRACTOR IS NOT ENGAGED IN RENDERING LEGAL OR OTHER PROFESSIONAL SERVICE. IF LEGAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. CLIENT ASSUMES ALL RESPONSIBILITY WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OF THE PRODUCTS. CLIENT AGREES THAT THE PRODUCTS ARE NOT INTENDED TO REPLACE CLIENT'S PROFESSIONAL SKILL AND JUDGMENT AND ARE NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY OR OTHER PROFESSIONAL.

THE PRODUCTS MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, OVER THE INTERNET. CLIENT ACKNOWLEDGES AND AGREES THAT CONTRACTOR AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED THIRD PARTIES (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CLIENT'S DATA, WEB-SITES, COMPUTERS, OR NETWORKS. CONTRACTOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH ACTIVITIES NOR SHALL ANY SUCH ACTIVITIES CONSTITUTE A BREACH BY CONTRACTOR OF ITS OBLIGATIONS OF CONFIDENTIALITY HEREUNDER.

20. Indemnity. Contractor will indemnify and defend Client from any claim, demand, action, proceeding, judgment, or liability arising out of a claim by a third-party that Client's use of a Product in conformance with the terms of this Agreement infringes a United States patent issued as of the Effective Date or copyright of that third party. The foregoing indemnification obligation of Contractor is contingent upon Client promptly notifying Contractor in writing of such claim, permitting Contractor sole authority to control the defense or settlement of such claim, and providing Contractor reasonable assistance in connection therewith. If a claim of infringement under this Section 20 occurs, or if Contractor determines a claim is likely to occur, Contractor will have the right, in its sole discretion, to either: (i) procure for Client the right or license to continue to use the Product free of the infringement claim; or (ii) modify the Product to make it non-infringing, without loss of material functionality. If either of these remedies is not reasonably available to Contractor, Contractor may, in its sole discretion, immediately terminate the relevant SOS(s) and return the prorated portion of any prepaid, unused fees for future use of the infringing Product. Notwithstanding the foregoing, Contractor shall have no obligation with respect to any claim of infringement that is based upon or arises out of (the "Excluded Claims"): (xi) the use or combination of the Products with any hardware, software, products, data or other materials not provided by Contractor; (xii) modification or alteration of the Products by anyone other than Contractor; (xiii) Client's use of Products in excess of the rights granted in this Agreement; (xiv) any Third Party Materials; (xv) a breach of Client's representations or warranties; (xvi) the negligence or more culpable acts or omissions (including recklessness or willful misconduct) by Client or any third party on behalf of Client; or (xvii) a business method or process that is inherent to Client's business. The provisions of this Section 20 state the sole and exclusive obligations and liability of Contractor and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Products or this Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed.

21. Limitation of Liability and Damages. NEITHER CONTRACTOR NOR ITS VENDORS AND LICENSORS SHALL HAVE ANY LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER. THE TOTAL LIABILITY OF CONTRACTOR AND ITS VENDORS AND LICENSORS TO CLIENT OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES SHALL NOT EXCEED THE GREAT OF (1) THE TOTAL FEES PAID OR PAYABLE HEREUNDER BY CLIENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. SHIPPING TERMS ARE FOB SHIPPING POINT, OR (2) ONE HUNDRED THOUSAND DOLLARS. TOSHIBA IS NOT RESPONSIBLE FOR DAMAGES INCURRED IN CONNECTION WITH THE PACKAGING, SHIPMENT OR DELIVERY OF DOCUMENTS, FILES OR BOXES FROM CLIENT LOCATION TO CONTRACTOR. The allocations of liability in this Section 21 represent the agreed, bargained-for understanding of the parties and Contractor's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of lawsuit or claim a party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

22. General Provisions.

22.1 Assignment. Client may not assign this Agreement without Contractor's prior written authorization, which shall not be unreasonably withheld. Any such permitted assignment, however, shall not increase the scope (including any material change in the size of Client's organization) of the license granted hereunder without payment of Contractor's then-current fees for any increased scope. Any delegation or assignment in violation of the foregoing provisions shall be void and deemed a material breach of this Agreement. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

22.2 Amendment and Waiver. This Agreement may not be modified or amended except by a writing signed by both parties. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

22.3 Governing Law. This Agreement will be governed by, and construed and interpreted according to, the substantive laws of the State of Kansas. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts (if permitted by law and a party elects to file an action in federal court) located in Johnson County, Kansas.

22.4 Severability. In the event that any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision which most closely reflects the intent of the parties with respect thereto and the remainder of this Agreement shall continue in full force and effect; provided, however, that if the severing and striking of such provision results in a material alteration of this Agreement not able to be appropriately addressed through a replacement provision as contemplated above, the remaining provisions of this Agreement shall be adjusted equitably so that no party benefits disproportionately.

22.5 Entire Agreement; Purpose and Effect of Agreement. This Agreement, together with the SOS(s) and any other exhibits and attachments hereto and thereto, constitutes the entire agreement between the parties regarding its subject matter and supersedes any and all prior or contemporaneous letters, memoranda, representations, discussions, negotiations, understandings and agreements, whether written or oral, with respect to such subject matter, all of the same being merged herein. No other terms and conditions or agreements, including any terms and conditions contained on Client's purchase orders ("Additional Terms") shall be binding on Contractor. All such Additional Terms shall be of no force or effect and shall be deemed rejected by Contractor in their entirety. In the event of a conflict between the body of this Agreement and any SOS, exhibit, or other attachment, the Agreement shall govern.

22.6 Notices. Any notice required or permitted to be given by either party under this Agreement will be made in writing and shall be deemed to have been received upon delivery by hand, by facsimile (followed by delivery of a hard copy thereof within five (5) business days of such facsimile) or via Federal Express, or an equivalent reputable courier service, expense prepaid, addressed to the party as set forth on the signature block hereof or to such other address as a party may designate in writing to the other party.

22.7 Relationship of Parties. The parties to this Agreement are independent contractors; there is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

22.8 Force Majeure. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitation, an act of God, fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers of

telecommunications or Internet services, vandals, or hackers (a “force majeure event”), time for that party’s performance will be extended for the period of the delay or inability to perform due to such occurrence without liability to the other party; provided, however, that Client will not be excused from the payment of any sums of money owed by Client to Contractor. In addition, neither party will have the right to claim damages or to terminate this Agreement because of a force majeure event.

22.9 RESERVED.

22.10 No Third-Party Beneficiaries. Except for Contractor’s suppliers and licensors, this Agreement shall not be construed to make Licensed Entities or any other person or entity, a third-party beneficiary hereof.

22.11 Counterparts. This Agreement may be signed in counterparts, all of which upon execution and delivery shall be considered an original and together shall constitute one agreement. Signed facsimile copies of this Agreement will legally bind the parties to the same extent as original documents.

22.12 Export Control. Client agrees that it will not in any form export, re-export, resell, ship, or divert or permit to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any product or technical data or software furnished hereunder, or the direct product of such technical data or software, in violation of the laws, regulations, rules or orders of any jurisdiction, including applicable import and export laws. Client shall indemnify, defend, and hold harmless Contractor from any claim, demand, action, proceeding, judgment, or liability arising out of Client’s or its Licensed Entities’ breach of this Section.

22.13 Government Restricted Rights. The Products are provided with Restricted Rights. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR clause 52.227-19 or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 et seq. or its successor. The Products are proprietary data, all rights of which are reserved under the copyright laws of the United States.

[End of Agreement; signature page follows]

TOSHIBA

IN WITNESS WHEREOF, the parties have caused this Master Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

Client Legal Name **The City of Olathe**

Toshiba America Business Solutions, Inc.

By:

By: _____

Authorized Name: John Bacon

Authorized Name: John Applegate

Authorized Title: Mayor

Authorized Title: Regional President

Authorized Signature: _____

Authorized Signature: 

Date: _____

Date: March 31, 2026

Notice Address: _____

Notice Address: 25530 Commercentre Drive

Lake Forest, CA 92630

With Copy To: _____

With Copy To: TABS Legal Department

25530 Commercentre Drive

Lake Forest, CA 92630

TOSHIBA

STATEMENT OF SERVICES ("SOS")

for

Client – City of Olathe

Services – PaperCut and Drive Image

Client

Contractor

John Bacon

Printed Name

Mayor

Printed Title

Signature (Authorized Client)

Date

John Applegate

Printed Name:

Regional President

Printed Title

Signature (Authorized Contractor)

March 31, 2026

Date

This Statement of Services ("SOS") is made by and between Toshiba America Business Solutions, Inc. ("TABS"), including its division Toshiba Business Solutions ("TBS"), with its headquarters located at 25530 Commercentre Drive, Lake Forest, CA 92630 (collectively or individually TABS and TBS shall be referred to as the "Contractor"), and City of Olathe located at 100 E Santa Fe St Olathe, KS 66061 (the "Client").

This SOS describes the project and details the services and deliverables (hereinafter collectively known as ("Project Services")) associated with the PaperCut and Drive Image project (the "Project").

Valid From: 1/9/26



STATEMENT OF SERVICES ("SOS")

for

Client – City of Olathe

Services – PaperCut and Drive Image

Client

Contractor

John Bacon

Printed Name

Mayor

Printed Title

Signature (Authorized Client)

Date

James Head

Printed Name

VP/GM

Printed Title

Signature (Authorized Contractor)

Date

This Statement of Services ("SOS") is made by and between Toshiba America Business Solutions, Inc. ("TABS"), including its division Toshiba Business Solutions ("TBS"), with its headquarters located at 25530 Commercentre Drive, Lake Forest, CA 92630 (collectively or individually TABS and TBS shall be referred to as the "Contractor"), and City of Olathe located at 100 E Santa Fe St Olathe, KS 66061(the "Client").

This SOS describes the project and details the services and deliverables (hereinafter collectively known as ("Project Services")) associated with the PaperCut and Drive Image project (the "Project").

Valid From: 1/9/26

Project Services shall be provided pursuant to the “Project Contract” which consists of the following:

This SOS together with (check the applicable agreement(s)):

A checkmark incorporates the referenced document into this SOS.

Toshiba Solutions

Elevate Sky (“Elevate Sky”).*

Toshiba Partner Solutions

Master Software and Services Agreement (“MSSA”).

MSSA – City of Olathe KS

Individually or collectively, Elevate Sky and/or the MSSA (as selected above) and the applicable software terms (End User License Agreement, Terms of Use or Terms of Service)* shall be referred to herein as the “Agreement.” The SOS is subject and subordinate to the Agreement. To the extent there is a conflict between the Agreement and the SOS, the SOS shall prevail.

**Click-wrap agreement.*

1. Project Contacts

Contractor Office Details	
Contractor Region	TBS NCR MO/KS
Address Line 1	2732 NE Independence Ave
Address Line 2	
City, State, ZIP City, State. ZIP	Lee's Summit, MO 64084
Phone Number	816-842-4931
Fax Number	
Contractor Sales Rep. Name	Lyndon Jordan
Contractor Consultant Name	Michael Mayabb
Contractor Analyst Name	
Client Number	
Contract Number	

Client Details	
Client Name	City of Olathe
Client Contact Person	Greg Sago
Client Address Line-1	100 E. Santa Fe St
Client Address Line-2	
City, State, ZIP	Olathe, Kansas, 66061
Telephone #:	913-971-8600 Ext:
Fax Number:	
Email Address:	gasago@olatheks.org
Client Number:	
Contract Number:	

2. Introduction

Client's acceptance of this SOS shall be authorization for Contractor's performance of the Project Services set forth in this SOS. Contractor reserves the right to utilize Sub-Contractors and sub-subcontractors (collectively known as "Sub-Contractors") in performance of the Project Services. Contractor, including any Sub-Contractors shall be referred to collectively herein as "Contractor." Contractor represents that all its Sub-Contractors (i) will be competent to perform the Project Services; (ii) will exercise commercially reasonable standards in performing these Project Services; and (iii) will have and will maintain all required licenses and permits; and (iv) will comply with all terms and conditions applicable to Contractor in the performance of the Project Services.

The purposes of the SOS are to (i) specify the work to be completed by the Contractor during phases of the Project; (ii) detail the obligations of the Contractor and the Client; and (iii) set forth the Project schedule and fees.

Contractor has prepared this SOS to detail the scope of Project Services and costs for the Project Services.

3. Project Objective

Based on the agreed-upon business requirements, Contractor will provide design, implementation, training, and support services to the following locations:

100 E. Santa Fe St. Olathe, KS 66061

4. SOS Addendums

The SOS Addenda are supplementary documents that detail the specific deliverables and responsibilities of the parties. The relevant addendum is predicated upon whether Client's solution is a cloud solution, non-cloud solution ("On-Premises"), or mix of both ("Hybrid"). The SOS Addenda describe the Project Deliverables, Client and Contractor Responsibilities, Professional Services and Licensing Fees, Project Plan, Support Escalation Process, Pricing Schedule, Business Requirements, Functional Design, Change Order Authorization, and Solution Delivery and Acceptance.

A checkmark incorporates the referenced document into this SOS.

- Statement of Services - Addendum A (Cloud Solution).
- Statement of Services - Addendum B (On-Premises Solution).
- Statement of Services - Addendum C (Hybrid Solution).

Project Deliverable(s)

Based on the agreed upon business requirements, Contractor will provide the following, as applicable:

- This Statement of Service (SOS).
- Professional Services as defined in this SOS.
- Software documentation with the Contractor provided software.
- User and Administration manual.
- User Acceptance Testing Recommendations.

NOTE: For the on-premises components of the deployed solution, it is the responsibility of the Client to meet the minimum installation pre-requisites provided to them prior to the installation of the software.

5. Project Services

Contractor will provide the following Project Services:

- Consult with Client personnel to implement the solution.
- Inform the Client IT personnel on the features of the solution.
- Deployment, configuration, and integration of solution.
- Training:
 - Administrative training.
 - End user to use the solution.

Update PaperCut and Drive Image to their latest versions

Install PaperCut and Drive Image on the new copiers

Make and implement a plan to use PaperCut to save the City money by limiting the amount of print jobs wasted and bring color copies down. This may include installing the PaperCut computer client to help manage where jobs go. (Optional)

6. Project Milestones

Notes: The milestones table below is intended as a sample. Update as needed. Remove the highlighted notes prior to submission of this SOS to Client.

Milestone Description	Milestone Date
PaperCut and Drive Image	
1. Initiating and Planning complete	Mutually established between Client and Contractor
2. Executing complete	Mutually established between Client and Contractor
3. Monitoring and Controlling complete	Mutually established between Client and Contractor
4. Solution Delivery and Acceptance complete	Mutually established between Client and Contractor
5. Project Complete	Mutually established between Client and Contractor

7. Completion Criteria

When the Project Services detailed in this SOS have been completed and demonstrated, the Project will be considered complete, and Contractor will request Client signoff of the Solutions Delivery and Acceptance document referenced in this SOS within 15 days of Project Plan completion.

8. Change Management

This SOS is intended to provide, as much as possible, a clear understanding of the responsibilities of the parties concerning these Project Services. Changes to the scope, assumptions, personnel, environment, dependencies, timeline, or Project Services post execution of this SOS will be communicated in writing and agreed to by both Contractor and Client via a Change Order Authorization ("COA") form. The COA will be added to this SOS to amend and set forth the effective date, purpose, description, and price, if applicable.

The work required to address these changes will be scoped and presented to Client as a COA with any additional time, materials, or cost. The following list provides a detailed process to follow if changes to the scope of this SOS are required.

- A COA will be the vehicle for communicating change and will be prepared by the Contractor's lead Solutions Analyst assigned to this Project. The COA must describe the change, the reason for the change, and the effect the change will have on the Project.
- Both Client and Contractor will review the proposed change and approve. The review will determine the effect the COA will have on price, schedule, and other terms and conditions of this SOS.
- Both parties must sign a written COA to authorize the implementation of any changes.

9. Support

Contractor will provide implementation support for this Project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufacturer's specifications.

Upon completion of the Project, and provided Client is up to date with their maintenance and support payments, Client will have access to a Contractor support engineer for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the license, if any.

10. SOS - Assumptions

The following are the general assumptions on which this SOS and Professional Services Fees ("Fees") are based. If any of these assumptions either change or are incorrect a COA may be required, which may result in additional Fees.

- Building environmental conditions that are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- Project Services will be performed during normal business hours Monday through Friday 8 a.m. to 5 p.m. local time, excluding holidays. Client will provide unimpeded access to equipment and

facilities. If access delays occur, work performed outside of normal business hours may incur an overtime premium.

- Contractor:
 - Is not responsible for any conflicts with existing hardware or software.
 - Is only responsible for integration tasks outlined in this proposed SOS.
 - At Contractor’s discretion Project Services may be provided remotely in whole, or in part.
- All systems will be installed in US English (other localized language configurations can be provided at an incremental cost).

Exhibit A: Referenced Documents Table

A checkmark in the table below incorporates the referenced document into this SOS.

Referenced	Document Title	Document Description
<input type="checkbox"/>	Project Plan	Project Plan describes the execution, management, and control of the Project
<input type="checkbox"/>	Pricing Schedule	Provides pricing and line-item details as necessary.
<input checked="" type="checkbox"/>	Solutions Delivery and Acceptance	Acknowledgement form: client acknowledges and confirms that the deliverable, milestone and/or Project referenced has been completed, and all testing and acceptance criteria have been satisfied.
<input type="checkbox"/>	Change Order Authorization	Document to be executed when the original Project scope has changed post SOS authorization by client.
<input type="checkbox"/>	Support Escalation Process	Describes steady state user-support escalation process.
<input type="checkbox"/>	Business Requirements Document	The BRD outlines the details for a Project including the documentation of Client needs and expectations. The BRD is intended to highlight the Project Scope, Requirements, Assumptions, Constraints, and Risks.
<input type="checkbox"/>	Functional Design Document	The FDD provides an overview of the business issue to be addressed, a mock-up of the User Interface (UI) design, and a plain English synopsis of the logic anticipated. This document provides the Client with the opportunity to approve the high-level design before the effort is made to develop a detailed or technical design.

On-Premises Statement of Services Terms - Addendum B

This addendum is hereby incorporated by reference as Addendum B to the Statement Of Service (“SOS”) by and between Toshiba America Business Solutions, Inc. (“Contractor”) and (“Client”).

Associated Project SOS Name: SOS - 2026 Fleet Refresh PaperCut-Drive Image Server Updates and PaperCut Advancements

Associated Terms of Agreement (Select all that apply):

- Toshiba Master Software and Services Agreement – MSSA – City of Olathe KS
- Toshiba Elevate Sky Print Management Terms of Use
- Toshiba Elevate Sky Workflow Terms of Use
- Toshiba Elevate Sky Translate EULA

Client Responsibilities

The following activities are the responsibility of Client.

The “Client Responsibilities – Details” is the Solution specific activities that are defined as the responsibility of Client. If any of these responsibilities either change or are incorrect a COA may be required, which may result in additional Professional Services fees. Please review this section to make sure these responsibilities are correct.

- Ensure that all applications and data are successfully backed up prior to Contractor beginning work. Contractor is not responsible for any lost information.
- Provide original manufacturer documentation for all existing hardware and Solution.
- Provide Backup equipment and media.
- Provide UPS equipment and media.
- Provide technical and application support for configuration and testing of Client specific information. Contractor does not warrant Client applications.
- Provide systems personnel for the Project familiar with all aspects of Client's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this Project – to work in conjunction with the Contractor team on this implementation. Additionally, a desktop technician may be required to perform Client - side duties.
- Make available all the appropriate resources, systems, network access, reports and any/all other data elements required for Contractor to complete the deliverables and other research necessary to complete this Project as contained herein.
- Provide a dedicated Project manager or coordinator to provide management, reporting, day to day Project tracking, move/add/change requirements, and cross-coordination of requirements.
- Network configuration information to assist in solution design.
- Deploy Solution to Client end-user desktops (if required).
- Suitable hardware to host the Solution application components.
- Suitable Operating Systems Solution and licenses for the above.
- Identify a Project Sponsor with sign-off authority and ability to facilitate Client stakeholder participation.
- Report on any Client technical or resource issues that would delay, hinder or adversely affect the deployment of the solution or its performance in the Client environment.

- Provide the appropriate physical and network access to onsite resources, including IT area and all necessary fees, licenses, and release forms, related to photos, logos, and imagery that are to be provided to Contractor.
- Provide a workspace for Contractor staff to use if on-site work is required.
- Allow for the distribution of Solution upgrades to Client PCs as needed.
- Hardware and Solution maintenance for all servers.
- System Maintenance Tasks:
 - Resolution of Solution system alerts as listed in the solution application.
 - Daily monitoring of Server Health.
 - Backup of all Solution data and system settings.
 - Distribution of Solution upgrades to Client PCs as needed.
 - Installation and deployment of Solution updates.
 - Inclusion of Solution servers in routine maintenance activities (anti-virus, backup, etc.).
- Accept title and/or license upon delivery/installation for product and/or Solution purchased if applicable.
- Sign appropriate Contractor finance document for leased or financed transactions.

Contractor Responsibilities

The following activities are the responsibility of Contractor.

The “Contractor Responsibilities – Details” is the Solution specific activities that are defined as the responsibility of Contractor. If any of these responsibilities either change or are incorrect a COA may be required, which may result in additional Professional Services fees.

- Solution license key.
- Technical specifications for implementation of the solution as defined in this SOS.
- Implemented Solution training of the solution as defined in this SOS.
- Configuration of the Solution components of the solution as defined in this SOS.
- Technical Services included in the deployment for the solution as defined in this SOS.
- Training of the solution being implemented as defined in this SOS.
- Email and phone support for the duration of the Project Contract.
- Solution revisions, updates, and patches during the term of the agreement Project Contract.
- Support for the Solution updates for any of the on-premises components of the solutions defined in this SOS is included in the Project Contract.
- Licensed users have access to patches, bug fixes and product updates for their own installation.
- Services provided after the initial installation as defined in this SOS, and subsequent deployment of updates, patches, and bug fixes by Contractor are outside of the agreement and will require a separate SOS.

Support

Contractor will provide implementation support for this Project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufacturer’s specifications.

Upon completion of the Project, Client will have access to a Contractor support Engineer for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the contract.

*Note: If applicable, refer to the **Statement of Services Support Escalation Process - Addendum F** document referenced in this SOS for support details.*

Professional Services and License Fees

A checkmark incorporates the table referenced below into the agreement.

TABLE 1: FIXED FEE ENGAGEMENT:

This is a fixed fee engagement. If applicable the Professional Services fees for this Project are included in the terms of the lease agreement signed by Client. Any changes to this SOS will require a Change Order executed and agreed upon by both parties. Contractor cannot perform work outside of the scope of this SOS without an authorized Change Order signed by Client.

Professional Service Fees \$Included in Lease

Taxes, if applicable, are not included and will be invoiced separately.

Contractor will invoice Client upon initial installation of a on premises, or activation of the cloud instance of the software solution provided.

Expenses associated with travel, overnight stays, etc., for the hours estimated in this SOS are included in the estimate of this Project.

This document is valid for a period of 30 days from the Valid From date; after this date it may be revised upon consent by Contractor.

Exhibit B
CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term _____ of this

Agreement and for a period of three (3) years after the termination of this Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

B. Exposure Limits. Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

C. Costs. Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

1. Must provide certificate of insurance on ISO form or equivalent including all requirements listed herein. City uses the myCOI platform for submission and review of certificates of insurance and related documentation. Vendor must provide any information needed to register on the platform and submit certificates of insurance and related documentation through the platform.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

F. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.