

MASTER AGREEMENT AMENDMENT

Amendment # 2	Master Agreement # 188037	Amendment CMS # 193135
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1. PARTIES

This Amendment to the above-referenced Master Agreement (hereinafter called “Contract”) is entered into by and between **Toshiba America Business Solutions, Inc.** (hereinafter called “Contractor”), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to August 1, 2024.

3. FACTUAL RECITALS

- A. The Parties entered into the Contract effective August 1, 2024 for the provision of Multi-Function Devices and Related Software, Services and Cloud Solutions, as set forth in Contract number 188037.
- B. The Parties entered into Amendment #1, CMS 191680, effective August 1, 2024, to modify the definition of “Buyout to Keep” as well as revise some language in Attachment 1, which has since been renamed Attachment 1-A.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

- A. This Amendment shall modify Section 8, Order of Precedence, of Amendment #1, CMS 191680, as follows:
“In the event of any conflict, inconsistency, variance, or contradiction between the provision of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control.”

7. START DATE

This Amendment shall take effect on August 1, 2024.

8. ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control.

(SIGNATURE PAGE FOLLOWS)

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Toshiba America Business Solutions, Inc. By: <u>Larry White</u> Title: <u>President & CEO</u> <u><i>Larry White</i></u> A6B11ECE7C8740D... Signature Date: <u>7/29/2024</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, Executive Director DocuSigned by: <u><i>John Chapman</i></u> EF45AFDEB51E414... By: John Chapman, State Purchasing Manager Date: <u>7/29/2024</u>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Nathan Manley
06850696CC1A43A...

By: _____ Date: 7/30/2024