CITY CLERK ORIGINAL

C-8224
11/19/2012

Carmen.Zesati-Hert
Contract Sales Specialist

Tel: 888-456-6457, 1, x50010
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email: carmen.zesati-hert@ricoh-usa.com

RICOH ORDER AGREEMENT

Master Maintenance and Sale Agreement Date:		Sale Type:	Service Only
Master Sale Agreement Date			
Master Maintenance Agreement Date	7/31/2012		
RFP or Bid Contract Date:			

BILL TO INFORMATION

Customer Legal Name:	CITY OF GLENDALE [ACCT #3946373]		
Address Line 1:	OASIS WATER TREATMENT PLANT	Contact:	THOMAS RELUCIO
Address Line 2:	7070 W. NORTHERN AVE	Phone:	(623) 930-4124
City:	GLENDALE	E-mail:	trelucio@glendaleaz.com
ST / Zip: AZ 85303-1306	County: MARICOPA	Fax:	-

BILLING INFORMATION

Check All That Apply:

- ☐ PO Included PO #
- ☐ Sales Tax Exempt (Attach Valid Exemption Certificate)
- ☐ Syndication
- ☐ PS Service (Subject to and governed by additional Terms and Conditions)
- ☐ IT Services (Subject to and governed by additional Terms and Conditions)
- ☐ Fixed Service Charge
- ☐ Add To Existing Service Contract # NO

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including but not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc

SERVICE INFORMATION

Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
12	OTHER	OTHER

Service Type	Guaranteed Group Total Allowance (Per Base Billing Frequency)		Group Overages		Service Base (Per Base Billing Frequency)	
GOLD	B/W	N/A	B/W	N/A	$	N/A
	Color	N/A	Color	N/A		

SHIP TO INFORMATION

Customer Name:			
Address Line 1:	OASIS WATER TREATMENT PLANT	Contact:	THOMAS RELUCIO
Address Line 2:	7070 W. NORTHERN AVE	Phone:	(623) 930-4124
City:	GLENDALE	E-mail:	trelucio@glendaleaz.com
ST / Zip: AZ 85303-1306	County: MARICOPA	Fax:	-

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price
MP3500 SELECT	1	GOLD	UNLIMITED	0.000000	0	0.000000	$ 1,256.04	$ -	$ 1,256.04
SERIAL #: EID: ORDER #:							(ANNUAL)	$ -	
METER READ:								$ -	
[IF NO METER REPORTED ABOVE, USE INSTALL METER OR A COUNTER REPORT]								$ -	

(continued on next page)

SHIP TO INFORMATION					
Customer Name:	N/A				
Address Line 1:				Contact:	
Address Line 2:				Phone:	
City:				E-mail:	
ST / Zip:		County:		Fax:	

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price

SHIP TO INFORMATION					
Customer Name:	N/A				
Address Line 1:				Contact:	
Address Line 2:				Phone:	
City:				E-mail:	
ST / Zip:		County:		Fax:	

PRODUCT INFORMATION

Product Description LIST ONLY MAINFRAMES	QTY	Service Level	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)	Sell Price	Extended Sell Price

ORDER TOTALS

Service Type Offerings:	Product Total:	$ -
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	$ -
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	$ -
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax) :	$1,266.04
Additional Provisions: YES		

EFFECTIVE START DATE: UPON DELIVERY; Mohave Contract 101-RAC-0127
ANNUAL / Gold: Includes all supplies and staples. Excludes paper. Unlimited black copies
($104.67 MONTHLY PAID IN LUMP SUM VIA PROCARD)

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature: Bud Taylor
Printed Name: THOMAS PELLILLO	Printed Name: BUD TAYLOR
Title: MANAGEMENT ASSISTANT	Title: TECHNOLOGY SERVICES DIRECTOR
Date: 11/8/2017	Date: 11-6-17

Version # 1.1

Returns: Damaged Products. No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing, delivered to Ricoh within five (5) days after receipt of Products.

Warranty. Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply (a) if the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, or, (b) if the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications or (c) if a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) if the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. EXCEPT AS EXPRESSLY SET FORTH IN THIS ORDER, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR LOST PROFITS, LOSS OF REVENUE, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS ORDER, OR THE SUBJECT MATTER HEREOF, OR THE USE OR PERFORMANCE OF THE RICOH EQUIPMENT OR THE LOSS OF USE OF THE RICOH EQUIPMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, IF ANY, UNDER THIS ORDER, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO RICOH THEREUNDER DURING THE ONE-YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS ORDER. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the third party supplier of the software ("Software Supplier"). Ricoh has no right, title or interest in any third party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

Assignment; Force Majeure. Customer shall neither assign any right or interest arising under this Order nor delegate any obligations hereunder without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall be excused from any delay or failure in performance of the Services under this Order for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control.

Advice of Counsel. Customer represents and warrants that it has obtained or has had the opportunity to obtain the advice of legal counsel of its choice prior to executing this Order and thereby executes this Order knowingly and willingly after receiving such legal advice.

Governing Law; Entire Agreement. This Order shall be governed by and construed and interpreted in accordance with the laws of the ~~Commonwealth of Pennsylvania~~ State Arizona without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the ~~Commonwealth of Pennsylvania~~ State Arizona to resolve any action under this Order. The Uniform Computer Information Transactions Act shall not apply to this Order. This Order constitutes the entire agreement between the parties with respect to the subject matter contained in this Order; supersedes all proposals, oral and written, and all other communications between the parties relating to the Products; and may not be amended except in writing signed by an officer or authorized representative of Ricoh. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Order, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements, including by not limited to, statements or representations made in sales presentations or sales proposals, by any Ricoh agent, employee or representative that differ in any way from the terms of this Order shall be given no force or effect. This Order shall be governed solely by these terms and conditions, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. Purchase Orders issued by Customer for Products and/or Services from Ricoh, even if they do not expressly reference or incorporate this Order, shall be subject to this Order and service only to identify the Products and/or Services ordered and shall not be deemed to alter or otherwise modify the terms and conditions of this Order. The delay or failure of either party to enforce at any time any of the provisions of this Order shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Order. If any provision of this Order is held to be invalid or unenforceable, this Order shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This Order may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Order should be sent to: 3820 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

and its attached Addendum

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name: THOMAS REMLO	Printed Name: RUD TAYLOR
Title: MAN AGEMENT ASSISTANT	Title: DIRECTOR of TECHNOLOGY SERVICE
Date: 11/8/2012	Date: 11-6-12

Version # 1.1

TERMS AND CONDITIONS MAINTENANCE SERVICE ONLY

Customer may acquire maintenance services ("Services") for equipment, software and/or hardware products from Ricoh USA, Inc. ("Ricoh") by executing and delivering to Ricoh this Order for acceptance.

Delivery and Acceptance. Unless otherwise agreed upon by both parties in writing, (a) delivery of products identified on this Order ("Products") to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, actual delivery by such vehicle to Customer shipping point, shall constitute delivery to Customer, and (b) Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement.

Services. (a) This Order identifies the specific Products to be serviced ("Serviced Products"). Ricoh will repair or replace in accordance with the terms and conditions of this Order and the manufacturer's specifications any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. Except for hard drives on Customer-owned equipment, all parts removed due to replacement will become the property of Ricoh.
(b) The Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications), or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives, (iii) service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) (unless covered under an extended hour service contract) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper or staples, unless expressly provided for in the Order; (vi) repairs and/or service calls resulting from attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; and (xi) repairs of damage or increase in service time caused by force majeure events. Damage to Service Products or parts arising from causes beyond the control of Ricoh are not covered by this Order. Ricoh may terminate its Service obligations under this Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

Service Calls. Service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown this Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Ricoh Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. Customer is responsible for disconnecting, repairing and re-connecting unauthorized attachments or components.

Service Charges. (a) Service charges ("Service Charges") will be set forth on this Order and will be payable by the Customer in advance. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Additionally, Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in Service being rendered on a time-and-material basis in addition to the Service Charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on this Order may result in an increase of Service Charges or the termination of the Order; and (iii) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates Delivery of supplies will not exceed agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies Customer agrees to pay when due, all taxes, where applicable, related to this Order, excluding taxes on the income of Ricoh. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh
(b) Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the contract. Unless otherwise expressly agreed to in writing, if the term of this Order exceeds twelve (12) months, the Service Charges and any rate expressly stated in this Order may be increased by Ricoh up to ten percent (10%) annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice.

Term. This Order shall become effective on the effective date of the Order and shall continue for the term identified in this Order. At the expiration of the initial term or any extended term of this Order, it will automatically, subject to applicable law and without further action required by either party, renew for an additional twelve (12) month period, provided that Customer is not then in default The contracted rate will be adjusted to Ricoh's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.

Early Termination. Customer may terminate the Services provided under this Order prior to its maturity so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. For an Order having an initial term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, the following early termination fee ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the term of such Order, an amount equal to twelve (12) times the "Monthly Service Charge" (as defined below) payable under such Order; (ii) if the termination occurs in months thirteen (13) through twenty-four (24), an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs anytime after the twenty-fourth (24th) month, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current term of such Order. For an Order having an initial term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the base Monthly Service Charge or the number of months remaining under the initial term of such Service Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in this Order; or (ii) in the event this Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

Payment; Risk of Loss; Taxes. Payment terms are net ten (10) days. Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service standards set forth in this Order shall be the prompt and proper re-performance of such Services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Order following delivery by Ricoh to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, delivery by such vehicle to Customer shipping point. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than

income taxes of Ricoh. In addition, Customer shall be responsible for paying all shipping and handling changes for toner, even if this Order is a toner inclusive contract as set forth on this Order, in accordance with the terms stated on the invoice.

Default. In addition to any other rights or remedies which either party may have under this Order or at law or equity, either party shall have the right to cancel the Services provided under this Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach, or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Except as expressly permitted by this Order, no refund or credit will be given for any early termination of the Services or any renewal thereof. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the early termination fee described in the Early Termination Section above.

Reconditioning. Reconditioning and similar major overhauls of Serviced Products may be covered by applicable manufacturer warranties, but are not covered by this Order. If Ricoh determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Serviced Products in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the Service Charges payable under this Order).

Engineering Changes. Engineering changes, determined applicable by Ricoh, will be controlled and installed by Ricoh. Engineering changes which provide additional capabilities to the Ricoh Equipment (defined below) covered herein will be made at Customer's request at Ricoh's applicable time and material rates then in effect.

Use Of Recommended Supplies, Meter Readings; @Remote. (a) It is not a condition of this Order that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Product or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Product. If so terminated, Customer will be offered Service on a "Per Call" basis at Ricoh's then-prevailing time and material rates.
(b) If Ricoh determines that Customer has used more supplies than the manufacturer's recommended specifications as provided by Ricoh, Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments. Customer agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, Ricoh reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings.
(c) As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades. The meter count and other information collected by @Remote ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **@Remote cannot and does not collect Customer document content or user information.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to market research consultants in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. The @Remote technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to @Remote. In the event Customer does not rely on automatic meter reading devices or equipment monitoring services; Ricoh reserves the right to assess a surcharge for manual meter reads in additional to the Service Charges.

Customer Obligations. Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in this Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

Data Management. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Serviced Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer.

ADDENDUM TO THE TERMS AND CONDITIONS
FOR THE RICOH COPIER MAINTENANCE AGREEMENT
BETWEEN RICOH USA INC.
AND THE CITY OF GLENDALE, ARIZONA

RICOH further agrees as follows as of the Effective Date:

I. Immigration Law Compliance.

A. RICOH, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination.

C. Customer retains the legal right to inspect the papers of RICOH or subcontractor employee who performs work under this Agreement to ensure that RICOH or any subcontractor is compliant with the warranty under subsection (A) above.

D. Customer may conduct random inspections, and upon request of the Customer, RICOH shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. RICOH agrees to keep papers and records available for inspection by the Customer during normal business hours and will cooperate with Customer in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.

E. RICOH agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of Customer. RICOH also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of Customer.

F. RICOH' warranty and obligations under this Section I to Customer are continuing throughout the term of this Agreement or until such time as Customer determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

II. Prohibitions. RICOH certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

III. Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

By signing on the following page, the Customer and RICOH acknowledge the contents of this Addendum, the changes made in the paragraph entitled "Governing Law; Entire Agreement" of the "RICOH Terms and Conditions Maintenance Service Only," all as attached and incorporated herein.

"Customer":

CITY OF GLENDALE, an Arizona municipal corporation

Craig Johnson, Water Services Executive Director

Date: 11-13-12

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall, City Attorney

"RICOH":

RICOH USA, INC., a foreign corporation

Printed Name: Bud Taylor
Its: Representative
Date: 11-6-12