



MASTER SERVICE AGREEMENT

CUSTOMER INFORMATION					
Full Legal Name	Chabot-Las Positas Community College District				
Address	7600 Dublin Boulevard – 3 rd Floor				
City	Dublin	State	CA	Zip Code	94568

This Master Service Agreement (this “**Agreement**”) is made by and between Ricoh USA, Inc. (“**Ricoh**”), with its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355-1453 and the customer listed above (“**Customer**”). This Agreement shall be effective from August 1st, 2016 and shall remain in effect for so long as any current or renewal term of any Order Form (as defined below) executed by Ricoh and Customer remains in effect. Any expiration or earlier termination of this Agreement shall not, however, be deemed to terminate, alter or otherwise modify the term of any Order Form entered into by the parties, which shall remain in effect in accordance with its terms. In the event of any conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in an Order Form, the terms and conditions of the Order Form shall control.

1. Services. Ricoh and/or its Affiliates will provide Customer and/or its Affiliates with the services more particularly described in an ordering document (collectively, “**Services**”). “**Affiliate**” means, in relation to either party, any entity: (a) which is owned 50% or more by that party; (b) over which that party exercises management control; (c) which is under common control with that party; or (d) which owns 50% or more of that party. In order to obtain Services from Ricoh or its Affiliates, Customer shall submit to Ricoh or its Affiliate an ordering document in the form of a Service Order, Statement of Work or other written instrument accepted and approved by Ricoh (an “**Order Form**”). In the event a Ricoh Affiliate and/or Customer Affiliate executes an Order Form under this Agreement, then: (i) all references to “**Ricoh**” and “**Customer**” in this Agreement shall mean the Ricoh Affiliate and Customer Affiliate who execute the Order Form; and (ii) in all events, the sole contracting parties for all purposes related to such Order Form shall be the Ricoh Affiliate and Customer Affiliate who execute such Order Form.

2. Fees and Charges. Customer shall pay the minimum fees for the Services and the fees for any additional Services as specified on an Order Form. All rates and other charges provided for in this Agreement are exclusive of all federal, state, municipal or other governmental excise, sales, use or similar taxes, which taxes (other than taxes relating to Ricoh’s income) will be billed to Customer if required to be collected and remitted by Ricoh. Unless otherwise set forth in an Order Form, annually, on the anniversary date of this Agreement, Ricoh will increase the minimum fee and any rate in any Order Form for Personnel labor, overtime compensation, or cost per copy by seven percent (7%). In addition, if there is any change in applicable law where the Services are performed that requires Ricoh to increase the wages paid to Ricoh Personnel who are performing the Services, then, upon notice to Customer, Ricoh may increase the minimum fee and any rate in any Order Form by a commensurate amount. To the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh’s registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service.

3. Invoicing and Payment. Ricoh shall invoice Customer in advance for the minimum fees and any other base recurring charges. Additional charges incurred by Customer during the billing period in excess of the minimum fees/base charges (e.g., additional image charges and overtime charges as set forth herein) will be billed in arrears. Payments are due within thirty (30) days from the date of the applicable invoice. If any invoiced amount is not paid within ten (10) days of its due date, Customer will pay, in addition to that amount, a

late charge of five percent (5%) of the overdue payment (but in no event greater than the maximum amount allowed by applicable law). If Customer disputes a charge or charges on a given invoice, other than the minimum fees agreed to herein, Customer shall pay all non-disputed charges and document the disputed charges in writing to Ricoh. Customer will not be charged a late fee on any charges reasonably disputed by Customer in accordance with this Agreement. Ricoh has no obligation to use Customer’s invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. Customer shall accept billing template issued by Ricoh as specified in the Order Form.

4. Ricoh-Provided Equipment. “**Ricoh-Provided Equipment**” shall mean equipment that is specified in an Order Form and is: (a) leased by Customer from Ricoh or a third-party lessor pursuant to a separate lease agreement (“**Leased Equipment**”); and/or (b) provided by Ricoh as part of the Services (“**Non-Leased Equipment**”). Delivery of the Ricoh-Provided Equipment to Customer’s location(s) (each, a “**Center**”) shall not include system and/or network related installation or services unless agreed to in writing by Customer and Ricoh. For the term of an Order Form, all maintenance and repairs for the Non-Leased Equipment shall be provided by Ricoh, at its expense, during Normal Business Hours (as defined in an Order Form). All Ricoh-Provided Equipment shall remain the property of Ricoh or the applicable third-party lessor or assignee, as applicable, and Customer shall have no right, title or interest in or to the Ricoh-Provided Equipment, except as otherwise may be provided under any lease agreement.

5. Customer-Provided Equipment. “**Customer-Provided Equipment**” shall mean equipment that is specified in an Order Form and is: (a) owned by Customer; and/or (b) leased or rented by Customer from a third-party pursuant to a third-party lease or rental agreement. All Customer-Provided Equipment shall remain the property of Customer (or the applicable third-party), and Ricoh shall have no right, title or interest in or to the Customer-Provided Equipment. Customer-Provided Equipment may also include any equipment for which Ricoh has agreed to pay a third-party on behalf of Customer during the term of this Agreement and pass through such expense to Customer. All costs and expenses relating to any Customer-Provided Equipment, including maintenance and repairs, shall be the responsibility of Customer, unless otherwise agreed to in writing by Customer and Ricoh. Together, the Ricoh-Provided Equipment and the Customer-Provided Equipment shall collectively be referred to as the “**Covered Equipment**.”

6. Service Warranties. Ricoh warrants that the Services performed under an Order Form will be performed in a good and workmanlike manner. Ricoh will re-perform any Services not in

compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance.

7. Professional Services. In the event that Customer desires to order professional services (including, but not limited to, document output analysis, back-file conversion services, hosting, coding, data discovery, imaging services, or forensic collection services), or engage Ricoh for certain project-based work ("**Professional Services**"), it must do so by entering into a Statement of Work accepted and approved by Ricoh for such purpose. Each Statement of Work referencing this Agreement will be governed solely by this Agreement and the following terms:

7.1 Change Orders. Changes to the scope of the Professional Services described in any such Statement of Work shall be made only in a written change order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide any such Professional Services at the Customer location set forth in the Statement of Work, as applicable, or on a remote basis. In consideration of the Professional Services set forth in the Statement of Work, Customer shall pay Ricoh the fees in the amounts and at the rates set forth therein. Ricoh may suspend or terminate the Professional Services for non-payment.

7.2 Professional Services Delivery Schedules. Customer acknowledges that Ricoh's performance of any such Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Statement of Work. Estimated delivery and/or service schedules contained in any Statement of Work are non-binding estimates.

7.3 Intellectual Property Rights. Intellectual property rights arising from the Professional Services (but not the data, materials or content provided by Customer) shall remain the property of Ricoh, and nothing contained in any Statement of Work shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Statement of Work or that may be independently developed by Ricoh outside the scope of the Statement of Work and without use of any confidential or otherwise restricted material or information thereunder. Customer shall not use any Professional Services provided pursuant to a Statement of Work for any unlawful purpose. Neither party shall acquire any right, title or interest in or to the other party's intellectual property rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in the applicable Statement of Work or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by Ricoh for Customer in connection with the Professional Services ("**Contract Property**"). Ricoh shall retain all ownership rights to the Contract Property. For purposes of clarity any Statement of Work and the foregoing license relates to the Professional Services only, and software programs shall not be deemed to be deliverables or "Services" or "Professional Services." All licensing for Ricoh or third-party software shall be as provided in section 7.4 hereunder.

7.4 Software. All Ricoh and/or third-party software provided by Ricoh as part of or in connection with the Professional Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth the relevant transaction documentation, and to the terms of the respective end user license

agreements, with which Customer agrees to comply. If such software is manufactured by a party other than Ricoh, then Customer acknowledges that Ricoh is not the manufacturer or copyright owner of such third-party software and that Ricoh makes no representations and provides no warranties with respect thereto. Ricoh shall make available to Customer any warranties made to Ricoh by the manufacturer of the software and/or products utilized by Ricoh in connection with the Professional Services, to the extent transferable and without recourse.

8. Basic Connectivity Services. If any software, system support or related connectivity services are specifically set forth on an Order Form, Ricoh shall provide any such Services at the Center, as applicable, or on a remote basis. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such Services.

9. Termination of Services. Upon ninety- (90-) days' prior written notice, either party may terminate any of the Services specified in an Order Form. Upon termination of the Services, Customer shall: (a) permit Ricoh to remove from Customer's location any Non-Leased Equipment and unused Ricoh-provided supplies; (b) pay to Ricoh all fees and charges incurred by Customer through the date of termination of the Services under this Agreement; and (c) if applicable, resume payment of any amounts paid for by Ricoh during the term of this Agreement on behalf of Customer. Additionally, should Customer opt to terminate Services that include Ricoh Personnel under any Order Form, Customer shall: (i) pay to Ricoh, as liquidated damages and not as a penalty, a one-time service termination fee equal to (A) four (4) times the then current Minimum Service Fee (as defined in the Order Form) if termination occurs in the first twelve (12) months of the Initial Term or any Renewal Term; (B) three (3) times the then current Minimum Service Fee if termination occurs in months thirteen (13) through twenty-four (24) of the Initial Term or any Renewal Term; or (C) two (2) times the then current Minimum Service Fee if termination occurs any time after the twenty-fourth (24th) month of the Initial Term or any Renewal Term and prior to the expiration of such Initial Term or Renewal Term, and if applicable, any other fees and charges specified on any Order Form (collectively, "**Termination Fee**"); and (ii) be obligated for all maintenance costs of the Covered Equipment and all Covered Equipment supply costs (including toner, developer, and staples) as of the effective date of termination. If Customer cancels this Agreement pursuant to sections 10(b) or (c) below, Customer shall not be obligated to pay the Termination Fee.

10. Default. In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Agreement immediately: (a) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of thirty (30) days after being notified in writing of such failure; (b) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of sixty (60) days after such party is notified in writing of such failure or breach; or (c) 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.

11. Confidentiality. "**Confidential Information**" shall mean information which may be disclosed in the performance of this Agreement or an Order Form and which is identified as confidential, including information relating to the Services, data used or generated in the provision of the Services, or any of a party's products, operations, processes, plans or intentions, know-how, trade secrets, market opportunities or business affairs. Neither party is permitted to divulge, and each party must ensure that its employees, agents and

subcontractors do not divulge, to any third-party, any Confidential Information of the other party without the other party's prior written consent, except to authorized representatives of Customer or to employees or subcontractors of Ricoh who have a need to access such Confidential Information to perform the Services contemplated hereunder. Confidential Information shall not include information which: (a) at the time of disclosure is in the public domain; (b) after disclosure becomes part of the public domain by publication or otherwise through no fault of the receiving party; (c) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction; or (d) can be established to have been independently developed and so documented by the receiving party or obtained by the receiving party from any person not in breach of any confidential obligations to the disclosing party. The terms of this Agreement and any Order Form shall not be considered to be Confidential Information. Customer acknowledges and agrees that any information provided by Customer to Ricoh pursuant to this Agreement that constitutes Protected Health Information ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 45 CFR Parts 160 and 164 ("HIPAA") and the Health Information Technology for Economical and Clinical Health Act, Public Law 111-005 (the "HITECH Act") or "nonpublic personal information" as defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder ("Gramm-Leach-Bliley") shall be specifically identified as such to Ricoh in writing.

11.1 Data Management Services. 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, in or on any item of Covered Equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Agreement to the contrary: (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection; (b) it is Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect Customer's business or data retention, and any actions required to comply with such laws; (c) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement; and (d) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer.

11.2 Customer Requirements. Notwithstanding anything in this Agreement to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect Customer's business or data retention, and any actions required to comply with such laws. **RICOH DOES NOT PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.**

11.3 Encryption. Ricoh offers and recommends encryption related to the transmission of data for the provision of Services. If data is required to be encrypted by law (including but not limited to HIPAA, the HITECH Act, or Gramm-Leach-Bliley), and Customer waives

encryption, Customer is responsible for such failure to encrypt under the law.

12. Insurance. At all times during the term of this Agreement, the parties hereto shall comply with the following insurance requirements:

12.1 Workers' Compensation. Each party shall maintain workers' compensation insurance for all such party's employees, including coverage under the applicable law of the jurisdiction where the work will be performed. Each party shall also require that all of its subcontractors maintain similar workers' compensation coverage. For the purpose of this section, self-insurance approved by the appropriate state agency or regulatory body is deemed to satisfy these requirements.

12.2 Employer's Liability. Each party shall maintain employer's liability insurance (in the United States typically Coverage B of a workers' compensation policy) with limits of a minimum of: (a) \$1,000,000 for each accident for bodily injury by accident; (b) \$1,000,000 for bodily injury by disease; and (c) \$1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar employer's liability coverage.

12.3 General Liability. Each party shall maintain general liability insurance and include the other party as an additional insured. Limits shall be a minimum of: (a) \$1,000,000 per occurrence for bodily injury or property damage; (b) \$1,000,000 per occurrence for products or completed operations; and (c) \$2,000,000 annual aggregate for products or completed operations' claims. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Each party shall also require that all of its subcontractors maintain similar general liability insurance.

12.4 Automobile Liability. Each party shall maintain automobile liability insurance that includes the other party as an additional insured. Limits shall be a minimum of: (a) \$1,000,000 per accident combined single limit; or (b) \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. Coverage shall include liability assumed under the Agreement.

12.5 Certificates of Insurance. With regard to the above, each party's insurance shall: (a) be underwritten by a licensed insurer reasonably acceptable to the other party; (b) be primary for that party's exposure relative to any insurance purchased or maintained by the other party; and (c) be evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled without thirty (30) days' written notice to the other party. With regard to the general liability insurance and automobile liability insurance, each party's insurance shall be endorsed so the insurer will waive subrogation rights against the other party.

13. Indemnification. Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, up to a maximum of \$1,000,000, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Customer shall indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees and expenses) for actual or alleged infringement of any intellectual property right, including but not limited to copyright, trademark, or right of publicity, and breach of confidentiality arising from the copying of materials provided by

Customer hereunder. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to give Ricoh any control over decisions relating to choosing the content of information copied or otherwise handled hereunder. Customer warrants and represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having Ricoh perform Services under this Agreement. Customer shall further indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any law or regulation relating to export and re-export control (collectively, "Export Laws") arising from the performance of Services under this Agreement. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable Export Laws and for obtaining any applicable authorization or license under the Export Laws. Customer acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage non-U.S. subcontractors to perform any portion of the Services on Ricoh's behalf. Customer represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Export Law. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this section may apply.

14. Limitations.

14.1 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Ricoh shall be excused from any delay or failure in performance of the Services under this Agreement for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control. THE AMOUNT OF ANY LIABILITY OF RICOH TO CUSTOMER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

14.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Purchases of Equipment for Cash. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a purchase order or Order Form to Ricoh for that purpose. For any equipment or products manufactured by Ricoh ("Ricoh Equipment"), Ricoh 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; (b) if the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications; (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. In connection with any equipment or product purchase from Ricoh, Ricoh shall transfer to Customer any equipment or product warranties made by the applicable manufacturer, to the extent transferable and without recourse. Unless otherwise agreed upon by both parties in writing, Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all equipment and products purchased under this Agreement when the same is delivered by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Payment for accepted purchased equipment or products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make and invoice deliveries in installments. All claims for damaged equipment or products shall be deemed waived unless made in writing, delivered to Ricoh within five (5) days after Customer's receipt of such equipment or products. 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 any equipment or products purchased hereunder, other than income taxes of Ricoh.

16. Personnel. If an Order Form provides for the provision by Ricoh of on-site personnel ("**Personnel**") to perform the Services, such Personnel shall at all times be the employees of Ricoh, and Ricoh shall be solely responsible for the supervision, daily direction and control of such Personnel. While on-site at any Customer location, Personnel shall comply with Customer's reasonable policies and procedures pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement. Ricoh shall have the right to remove, reassign, or take any other employment-related action with respect to any of its Personnel furnished pursuant to this Agreement. In the event of such removal or reassignment, Ricoh will furnish a replacement. In addition, Ricoh shall be responsible for payment of all compensation, benefits and employer taxes relating to such Personnel (including workers' compensation and disability). Ricoh reserves the right to hire temporary employees or subcontractors, if the circumstances require, in order to perform the Services or to accommodate special requests from Customer. The parties do not hereby intend to enter into a partnership or joint venture, to become agents of one another or to have their respective personnel become agents of the other, and the relationship between Ricoh and Customer shall at all times be that of independent contractors, whether under the HITECH Act or otherwise. Should Customer determine that any Personnel are not performing in accordance with the requirements of this Agreement, Customer shall provide Ricoh with written notice of such failure. Within five (5) business days of Ricoh's receipt of such notice, and in accordance with Ricoh policy and procedure, Ricoh shall remedy the deficiency with the Personnel in question. Notwithstanding, if Customer believes that an action of Personnel warrants immediate action by Ricoh, Customer shall contact Ricoh and provide Ricoh in writing with the reason for requesting such immediate action. Customer may not request that Ricoh take action because of race, religion, gender, age, disability, or any other legally-prohibited basis under federal, state or local law. Either during any Personnel's assignment to Customer or within one (1) year after the completion of such an assignment, should Customer directly or indirectly solicit, hire or otherwise employ any Personnel in any manner whatsoever to perform services similar to those Services

provided to Customer hereunder or have any Personnel provide such services through a third-party, then Customer shall pay Ricoh, as a one-time placement fee as compensation for the screening, hiring and training costs incurred by Ricoh with respect to the replacement of each such Personnel, a sum equal to one (1) years' salary for each such Personnel Customer hires, engages or otherwise employs (but in no event more than \$20,000 for each such Personnel).

17. Repair and Maintenance Services; Software Support.

17.1 **Repair and Maintenance Services.** To the extent the Services include equipment repair and maintenance under an Order Form for any identified Covered Equipment, Ricoh will, during Normal Business Hours (as defined in an Order Form), repair or replace in accordance with the terms and conditions of this Agreement any part of the Covered Equipment that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts may be furnished on an exchange basis and will be new, reconditioned or used as determined by Ricoh in its sole discretion. Travel and labor-time for service calls outside of Normal Business Hours, 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 on a time-and-material basis. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer shall hold Ricoh and its employees and representatives harmless from and against damages to any unauthorized parts, components or accessories as well as any claims arising therefrom. Reconditioning and similar major overhauls may be covered by applicable manufacturer warranties, but are not covered by this Agreement or any Order Form. 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 Covered Equipment 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 charges payable under the applicable Order Form).

17.2 **Use of Recommended Supplies; Meter Readings.** (a) 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 Covered Equipment or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order Form with respect to such items of Covered Equipment. If so terminated, Customer will be offered Services on a time-and-material basis. It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. 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. (b) If Ricoh determines that Customer has used more than the manufacturer's recommended specifications for supplies provided by Ricoh, Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse additional supply shipments. Ricoh reserves the right to assess freight and shipping charges for all parts and supply deliveries. (c) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order Form. Ricoh may, at its discretion and dependent upon Covered Equipment capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). 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 Covered Equipment failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** 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 Covered Equipment. 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 any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR 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 AMR. If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order Form, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

17.3 **Software Support.** To the extent the Services include software support under an Order Form ("**Software Support**"), Ricoh will during Normal Business Hours provide support for software supplied by Ricoh ("**Software**") in accordance with the terms and conditions of this Agreement. Software Support is advice by telephone, email or via the Ricoh or the developer's website following receipt of a request from Customer to diagnose faults in the Software and advice to rectify such faults (remotely or by attendance on site as determined by Ricoh).

17.4 **Scope of Repair and Maintenance Services.** The Services provided by Ricoh under this Agreement and each Order Form will not include the following: (a) repairs or Software Support resulting from misuse (including without limitation failure to maintain a proper environment for the Covered Equipment or Software, improper voltage or the use of supplies that do not conform to the manufacturer's specifications); (b) repairs made necessary by service or relocation of the Covered Equipment performed by persons other than Ricoh representatives; (c) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours; (d) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Covered Equipment; (e) supply of consumable supplies such as paper or staples, unless expressly provided for in the Order Form; (f) repairs and/or service calls resulting from attachments not purchased from Ricoh; (g) any Software Support or system support or the connection of any hardware or software to any Customer network or system unless specified in the Order Form; (h) parts no longer available from the applicable manufacturer; (i) electrical work external to the Covered Equipment, including problems resulting from overloaded or improper circuits; and (j) charges for installation of the Covered Equipment or de-installation and/or movement of the Covered Equipment from one location to another. Damage to Covered Equipment or parts are not covered by this Agreement or any Order Form. In no event shall Ricoh be liable for any damages resulting from or related to any failure of software, including, but not limited to, loss of data, or delay of delivery of Services hereunder. 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. Ricoh may terminate its Service obligations under this Agreement or any Order Form with respect to any item of Covered Equipment or Software that has been modified, damaged, altered or serviced by personnel other than those employed by Ricoh. Additionally, Services necessitated as a result of inadequate key operator involvement, any operator caused damage,

or the Covered Equipment being beyond economical repair may result in Services being rendered on a time-and-material basis.

18. Space, Utilities and Office Supplies. To the extent the Services include on-site Services under an Order Form: (a) Customer will provide adequate space for operation of Services and will provide for the preparation of the designated space in its facility for the Center(s), including any electrical work required for installation or operation of all Covered Equipment required under this Agreement. (b) Customer will provide adequate electrical service, telephone service, custodial service, air ventilation, heating and cooling systems for each Center and any Covered Equipment and will provide the access needed for equipment maintenance, repair, installation and removal. (c) To operate the Center(s), Customer shall provide: (i) the office supplies (such as paper clips, staples, staplers, tape, etc.); and (ii) the office equipment (such as desks, shelves, telephones, file cabinets, table and chairs) that Customer and Ricoh mutually agree is necessary. (d) Customer agrees to provide a proper place for the use of the Covered Equipment, including 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 Covered Equipment hereunder within a reasonable distance of the Covered Equipment. Customer agrees to provide “360 degree” service access to the Covered Equipment. Customer will designate a key operator for the Covered Equipment who will be primarily responsible for the use and care of the Covered Equipment on behalf of Customer, and will be the primary point of contact for Personnel on Covered Equipment-related matters. Customer will make key operators available for instruction in use and care of the Covered Equipment. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order Form, all supplies for use with the Covered Equipment will be provided by Customer and will be available “on-site” for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Covered Equipment must be covered under a separate inclusive non-Ricoh service program; and (ii) any Covered Equipment under one Ricoh Service Level may not utilize any supplies provided to other Covered Equipment with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels). (e) Customer will maintain the designated space for the Center(s) free from any unsafe conditions and will make available to the Ricoh personnel and subcontractors any safety equipment or materials provided by Customer to Customer’s own employees and subcontractors. (f) Customer shall provide adequate security for equipment, supplies, and other items of value utilized by Ricoh in the performance of the Services. Customer shall bear all losses resulting from the theft or loss of such equipment, supplies and/or items of value, except those negligently or willfully caused by Ricoh or Ricoh’s employees. (g) Ricoh’s inability to fulfill its obligations under this Agreement because of any failure of Customer to meet its obligations under this section shall not constitute a breach of this Agreement or other default by Ricoh.

19. Out of Scope Services. Notwithstanding anything to the contrary set forth herein or any current or future course of dealing between the parties, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT DO NOT INCLUDE, AND RICOH SHALL HAVE NO OBLIGATION TO PROVIDE, OR ANY LIABILITY FOR, ANY OUT OF SCOPE SERVICES. SIMILARLY, THE FEES PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DO NOT CONTEMPLATE THE PROVISION OF ANY OUT OF SCOPE SERVICES. For this purpose, the term “**Out of Scope Services**” shall include by way of illustration and not to be limited to any and all of the following: the operation or maintenance of any heavy equipment or machinery, including forklifts and stackers; the

use or operation of any non-Ricoh vehicles; the handling or delivery of cash, checks, securities or negotiable instruments; security services, including x-ray, screening, guard or similar security measures; catering services; the leasing of real estate; chauffer, limo or shuttle services; and the handling or delivery of explosives, drugs, chemicals, hazardous wastes, biological materials, medical supplies, medical wastes, food items, organic and other perishables. In the event that Customer desires to obtain any Out of Scope Services, Customer should contact its Ricoh account executive to discuss available solutions for such services.

20. Assignment. Except as otherwise provided in any Order Form, neither party shall assign or in any way dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

21. Governing Law. This Agreement and any United States Order Form shall be governed by the laws of the Commonwealth of Pennsylvania both as to interpretation and performance, without regard to its choice of law requirements. All other Order Forms shall be governed by the law of the jurisdiction in which the Services are being performed. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

22. Miscellaneous. The parties agree that the terms and conditions contained in this Agreement and in each Order Form make up the entire agreement between them regarding the Services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. Any purchase order or other ordering documents issued by Customer at any time for any reason will not modify or affect this Agreement or any Order Form, nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the Services ordered. Except as otherwise expressly set forth herein, any change in any of the terms and conditions of this Agreement or any Order Form must be in writing and signed by both parties. The delay or failure of either party to enforce at any time any of the provisions of this Agreement or any Order Form 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 Agreement and each Order Form. If any provision of this Agreement or any Order Form is held to be invalid or unenforceable, this Agreement and each Order Form shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order Form under this Agreement by either its signature or by commencing performance (e.g. product delivery, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Agreement and any Order Form will have the same force and effect as manual signatures. Neither party shall (orally or in writing) make any media release or issue any promotional materials concerning this Agreement or the subject matter hereof without the prior written approval of the other party, which shall not be unreasonably withheld, conditioned or delayed. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the mail, addressed to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid. If more than one Customer has signed this Agreement or any Order Form, each such Customer agrees that its liability is joint and several. If Customer has signed this Agreement or any Order Form on behalf of any of its subsidiaries or affiliates, Customer shall remain liable for the obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Agreement on the date stated in the introductory clause.

CUSTOMER	RICOH USA, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____



SERVICE ORDER

CUSTOMER INFORMATION					
Order Number	RMS118247				
Full Legal Name	Chabot-Las Positas Community College District				
Address	7600 Dublin Boulevard – 3 rd Floor				
City	Dublin	State	CA	Zip Code	94568

This Service Order is made pursuant to the Master Service Agreement dated August 1st, 2016, between Ricoh USA, Inc. and Chabot-Las Positas Community College District (the “**Agreement**”). This Service Order shall be effective as of August 1st, 2016, and shall have a (36) month term (“**Initial Term**”) for performance unless earlier terminated as expressly provided herein. Thereafter, this Service Order shall automatically renew for consecutive three (3) month periods, (each, a “**Renewal Term**”) at the rates specified herein, unless terminated by either party upon thirty (30) days prior written notice before the end of the Initial Term or Renewal Term, as applicable.

If the entity identified as the customer above is not the “Customer” listed in the Agreement, such entity acknowledges that it is a Customer Affiliate and, solely with respect to this Service Order, agrees to be bound by the Agreement and this Service Order as the “Customer.” All terms and conditions of the Agreement are incorporated into this Service Order and made a part hereof. It is the intent of the parties that this Service Order be separately enforceable as a complete and independent agreement, independent of all other Service Orders made as part of the Agreement. This Service Order consists of this page, together with the following Exhibits and Service Riders, which shall apply only to the engagement contemplated by this Service Order.

EXHIBITS

- Exhibit A – Services, Personnel and Fees**
- Exhibit B – Ricoh-Provided Equipment**
- Exhibit C – Customer-Provided Equipment**

SERVICE RIDERS

- Managed Services Rider**
- Managed Print Services Rider**
- Professional Services Statement(s) of Work**
- Equipment Rider**

The parties have executed this Service Order as of the date first written above.

CUSTOMER		RICOH USA, INC.	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

**EXHIBIT A TO SERVICE ORDER
 MASTER SERVICE AGREEMENT – SERVICES, PERSONNEL AND FEES**

Ricoh agrees to provide the following Services for the base minimum service fee: \$8,686.00 per month (the “**Minimum Service Fee**”)

Equipment Repair and Maintenance Services; Supplies; Software Support

- Equipment Repair and Maintenance Services
- Supplies
- Software Support

Managed Services

- Copy/Print Services Hours of Operation: 7:00 AM – 7:00PM Mon-Thurs & 7:00 AM – 3:00PM Fri
- Mail Services Hours of Operation: _____
- Courier Services Hours of Operation: _____
- Receptionist Services Hours of Operation: _____
- Imaging Services Hours of Operation: _____
- Records Management Services Hours of Operation: _____
- Business Information Services Hours of Operation: _____
- Other: _____ Hours of Operation: _____

Managed Print Services

- Fleet Management Services
- Print Policy Governance
- Consumables Management Services
- Multi-vendor Management
- TRAC Solution®
- Intelligent Device Monitoring
- @Remote Enterprise Pro

Professional Services

Ricoh will provide the following Services to Customer pursuant to a Ricoh Statement of Work:

- Project Management
- Change Management Consulting
- Document Workflow Consulting
- Professional Services Engineering Block of Hours
- Other: _____

Equipment via Service Order

- Managed Print Services Utility Model - Printers

All other Services shall be agreed upon from time-to-time by Customer and Ricoh in writing.

CENTER

Ricoh will perform the Services at the following Customer location(s):

3033 Collier Canyon Rd.
Livermore, CA 94551

PERSONNEL

Ricoh will provide the following Personnel to perform the Services specified above:

1	Full-time
1	Part-time

RICOH ADDITIONAL STAFFING

Additional staffing may be requested when scheduled forty-eight (48) hours in advance. Such additional staffing is provided on an as-available basis for weekday shifts. There is a four (4) hour minimum required for this service. Rates for such additional staffing will be mutually agreed upon by the parties in advance of the services being provided.

Longer-term full-time and part-time staffing may be added via an amendment to this Service Order. Additional rates for longer-term additional staffing will be agreed upon in advance of commencement of such service by way of an amendment to this Service Order and will be based upon current labor market conditions at the time. Full-time headcount is considered forty (40) hours per week for an assignment in excess of a month; part-time headcount is considered twenty (20) hours per week for assignments in excess of a month.

HOURS OF OPERATION AND HOLIDAYS

Ricoh will provide the Services during normal business hours which, unless otherwise specified herein, will be 8:00 a.m. to 5:00 p.m. local time, Monday through Friday except the following holidays: (i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day (“**Normal Business Hours**”). If Customer recognizes fewer holidays, Customer will be charged at the below-referenced overtime rates for operation of any Center on the nationally recognized holidays not recognized by Customer.

MINIMUM SERVICE FEES

As part of the Minimum Service Fee listed above, Customer is entitled to use the number of quarterly Base Images specified below:

		Base Images	Overage Rate	Service Level
Ricoh-Provided Equipment	Black & White	N/A	N/A	N/A
	Color	N/A	N/A	N/A
Customer-Provided Equipment	Black & White	N/A	N/A	N/A
	Color	N/A	N/A	N/A

Separate from and in addition to the Minimum Service Fee listed above, Customer will be charged:

Overages: Customer shall pay for black & white and color images quarterly over the number of Base Images indicated in the table above at the Overage Rate specified above. The charge for overages is calculated by multiplying the number of images in excess of the number of Base Images by the applicable Overage Rate.

Overtime: When Customer workload requires the Services to be provided by any Personnel in excess of an eight (8) hour workday, during or beyond Normal Business Hours, Ricoh will provide overtime Services and will invoice Customer for such overtime. Overtime will be charged at Ricoh’s then-current overtime rates, with a four (4) hour per Personnel minimum overtime shift when the overtime is not directly adjacent to Normal Business Hours.

Equipment Moves: Customer shall pay Ricoh to move Covered Equipment at Ricoh’s then-current rates.

Freight, Delivery, and Mailing Costs: Customer shall pay all postage/ mailing expenses (meter rentals), any reasonable fuel surcharges assessed from time to time, courier and/or carrier fees directly as deemed necessary to provide the Services. Ricoh shall not bear or be responsible for any costs related to Customer’s freight, delivery and/or mail costs and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

SERVICE LEVELS

If Ricoh is engaged to provide Equipment Repair and Maintenance Services, Ricoh agrees to meet the following Service Levels:

Quarterly Average Response Time: Ricoh service technicians will meet a quarterly average response time of four (4) hours for all Customer service calls located within thirty (30) miles of a Ricoh service center and eight (8) hours for all Customer service calls located thirty-one (31) miles or greater from a Ricoh service center.

Uptime: Ricoh-Provided Equipment will operate in accordance with the applicable manufacturer’s specifications and will be serviced in a manner designed to meet a minimum quarterly uptime average of ninety-five percent (95%), which shall be calculated based upon an eight (8) hour day and exclude normal preventive maintenance time and downtime attributable to Customer’s negligence.

In the case of an element of the above Service Levels not being achieved a resolution or remedy process is to be engaged. A resolution or remedy will be documented by a corrective action plan tied to an agreed upon timeline to bring the services within targeted standards within thirty (30) day timeframe. The remedy may require service delivery correction actions, the addition of incremental capacity, modification to service process due to changes in facilities logistics and environment.

	Maintenance		Consumables		Additional Supplies	
	Parts	Labor	Toner, Ink*	Preventative Maintenance Kits	Staples	Paper
Gold	YES	YES	YES	YES	YES	No
Silver	YES	YES	YES	YES	No	No
Bronze	YES	YES	No	No	No	No

*MICO toner, white toner, and clear toner are not included

**EXHIBIT B TO SERVICE ORDER
 MASTER SERVICE AGREEMENT – RICOH-PROVIDED EQUIPMENT**

Leased Equipment (Equipment leased pursuant to separate Master Lease Agreement which receives Services):

MAKE	MODEL	START METER	SERIAL NUMBER	SERVICE LEVEL	TONER CARTS INCLUDED FOR TERM	MAINT KITS INCLUDED FOR TERM
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Non-Leased Equipment (Equipment provided by Ricoh as part of the Services):

MAKE	MODEL	START METER	SERIAL NUMBER	SERVICE LEVEL	TONER CARTS INCLUDED FOR TERM	MAINT KITS INCLUDED FOR TERM
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- () Phone(s) & Pagers
- () Hand-held radio(s)
- () Personal computer (as needed for Ricoh administrative requirements)

**EXHIBIT C TO SERVICE ORDER
MASTER SERVICE AGREEMENT – CUSTOMER-PROVIDED EQUIPMENT**

Customer-Provided Equipment (Equipment owned or leased from a third-party which receives Services):

MAKE	MODEL	START METER	SERIAL NUMBER	SERVICE LEVEL	TONER CARTS INCLUDED FOR TERM	MAINT KITS INCLUDED FOR TERM
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Monitored Equipment (Equipment owned or leased from a third-party which is only covered by Fleet Management Services under a Managed Print Services Rider):

MAKE	MODEL	START METER	SERIAL NUMBER
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Master Services Agreement Effective August 1st, 2016 through July 31st, 2019

Chabot-Las Positas Community College District

Statement Of Work - Exhibit A

Exhibit A

Statement of Work: Ricoh & Chabot-Las Positas Community College District

- **Key Operator Fleet Services**
- **Copy Center Services**

Master Services Agreement Effective August 1st, 2016 through July 31st, 2019

Chabot-Las Positas Community College District

Statement Of Work - Exhibit A

Overview

Introduction

This Exhibit A Statement of Work ("SOW") to the Master Services Agreement between Las Positas College and Ricoh Management Services, a division of Ricoh Americas Corporation, defines the services, which RMS (Rico Management Services) as a hereinafter "Supplier" will be providing, for those Las Positas College locations to which Supplier has been contracted by, to provide onsite support for a term of 36 months beginning July 31, 2016.

SUPPLIER will provide these services under this SOW in consideration for payments as described in Exhibit B — Pricing.

Statement of Work-- Structure and Description

This Agreement has five main sections (structure and scope of the activities).

Section	Content Description
1. Overview	<ul style="list-style-type: none">• Scope and purpose of this document.• Objectives of SUPPLIER services• Definition of key terms used
2. Scope of Work	The logical boundaries of SUPPLIER Agreement (as defined for the specific sites.)
3. Description of Services	Describes all the services and tasks that are included within the SOW, and the resultant deliverables, specific SUPPLIER responsibilities and acceptance
4. Limitations and anti	Defines the limitations and assumptions used by SUPPLIER within this Agreement.
5. Supplier's Obligations	Lists the Supplier's contractual responsibilities that apply to the work tasks within this Agreement.

Objectives

1. An optimized Centralized Reprographic Center and Key Operator support for convenience multifunctional print devices.
2. Expand and maintain print center services to ensure consistent campus wide utilization of program
3. Professional customer oriented on-site SUPPLIER staff providing services as outlined in SOW.
4. Increased user productivity and effectiveness through accelerated, streamlined and enhanced input and output management with workflow.

Definitions

- Scope of Work: The Scope of Work defines the logical boundaries of all tasks delivered by SUPPLIER under a SOW.
- Project: CLPCCD requirements for products and/or services.

Master Services Agreement Effective August 1st, 2016 through July 31st, 2019

Chabot-Las Positas Community College District

Statement Of Work - Exhibit A

Scope of Work

Supplier will be responsible to LAS POSITAS COLLEGE for services as outlined in the SOW. SUPPLIER is responsible for the successful staffing and output of all jobs based on the current state and volumes in the centralized Copy Center.

Key Operator service will be provided daily on all convenience NIFD equipment on the main Las Positas College campus. The parties agree to review the service levels and performance on a bi-annual basis (at a minimum) and adjust the services and or costs, as mutually agreed, in order to continue to provide the highest level of service at the most economical cost. Reconciliation of Copy Center and fleet of MFD's Impressions (including b/w and color copies) and costs will be conducted monthly.

Hours of Operation:

Copy Center	7:00am — 7:00pm (Monday Thursday) 7:00am — 3:00pm (Friday)
Key Operator Fleet Services	7:00am — 7:00pm (Monday -Thursday) 7:00am — 3:00pm (Friday) <i>*Hours of operation may be modified to less than 40 hours per week. Additional hours, greater than 40 hours a week, can be arranged as needed at Las Positas College's request at an agreed upon overtime fee.</i>
Holiday Schedule:	SUPPLIER will observe the Las Positas College's Holiday schedule.

Description of Services

The services to be provided by SUPPLIER are described using the following format:

Task Name: The name of the activity.

Task Description - Describes the activity.

SUPPLIER Obligations -Supplier's responsibilities.

LAS POSITAS COLLEGE Obligations - Las Positas College's responsibilities and/or SUPPLIER assumptions unique to a task.

Acceptance Criteria - The acceptance terms agreed by both LAS POSITAS COLLEGE and SUPPLIER for a task.

MFD Fleet Key Operator Support:

Task Name - Convenience MFD Key Operator

Task Description - Key Operator service for Supplier convenience copier fleet. Services performed during routine check:

- ✓ *Cleaning glass/platen*
- ✓ *Properly pack, prepare and load paper in all paper trays, consider paper grain and curl*
- ✓ *Checking and adding toner, if needed*
- ✓ *Changing staple cartridges, if needed*
- ✓ *Clearing minor jams*
- ✓ *Running quality checks.*
- ✓ *Responding to service requests*
- ✓ *General housekeeping in copier vicinity*
- ✓ *All copies made by a Ricoh technician must be made on specific user code and not charged to the District.*

Master Services Agreement Effective August 1st, 2016 through July 31st, 2019

Chabot-Las Positas Community College District

Statement Of Work - Exhibit A

SUPPLIER Obligations - All convenience copiers will be checked daily. SUPPLIER staff will create and follow a Key Operator schedule to ensure each copier is checked. SUPPLIER will display & update signage at convenience machines with number/extension to call for assistance. SUPPLIER will maintain supplies, and dispatch the Supplier Technician when necessary. Supplier will respond within 1 hour to all calls requiring assistance.

LAS POSITAS COLLEGE Obligations - Las Positas College's responsibilities may include purchasing all paper for Supplier supplied convenience copiers or Supplier may be asked to provide paper supplies.

Acceptance Criteria — Terms as agreed in the SOW.

Centralized Copy Center Support:

Task Name - Copy Center —

Task Description - All reprographic projects and bindery jobs, will be continuously processed based on a first-in, first-out basis, and or, by LAS POSITAS COLLEGE staff specified requested date and time. *SUPPLIER Obligations* — SUPPLIER will meet LAS POSITAS COLLEGE delivery request, or communicate delays and or, negotiate times with LAS POSITAS COLLEGE end users if necessary. SUPPLIER will follow defined QC process on all jobs. SUPPLIER will adhere to established Service Level Parameters. Supplier will negotiate pricing and printing services of Las Positas College's forms management, business cards, stationery orders, and miscellaneous specialty printing requests including brochures, etc. and publish a price list. Upon request by LAS POSITAS COLLEGE, SUPPLIER will provide paper: 8.5 x 11 white, 8.5 x 14 white, 11 x 17 white, blue-bar, color and specialty stocks (including transparency and tabs materials). Supplier will provide excellent personal customer service.

LAS POSITAS COLLEGE Obligations — LAS POSITAS COLLEGE will provide ventilated space, utilities, worktables, storage, and general office supplies as related to contracted services area support.

Acceptance Criteria — Monthly management review meetings between LAS POSITAS COLLEGE and SUPPLIER.

Review Process:

Task Name -- Monthly or other Scheduled Review Meetings

Task Description Management Reports that analyze the overall business requirements of the LAS POSITAS COLLEGE Key Operators Service for convenience MFD fleet and Centralized Reprographic Center.

SUPPLIER Obligations — Meetings will be set up at mutually agreed upon dates and times. Review and analyze information and statistics. Present information and make recommendations for service improvements or cost savings.

LAS POSITAS COLLEGE Obligations — Attend meetings and provide feedback on performance. Approve standardized management reports for consistent reporting throughout the contract term.

Acceptance Criteria — Monthly management reviews as agreed upon by LAS POSITAS COLLEGE and SUPPLIER.

Confidentiality:

Task Name — Confidential Information

Task Description — Any written or produced documents that are identified as confidential will be handled as outlined in the Standard Operating Procedures (SOP) and Las Positas College's procedures. The purpose of this is to maintain the integrity of confidential information derived from LAS POSITAS COLLEGE, SUPPLIER or any vendor under contract.

SUPPLIER Obligations — Provide a secure environment for sensitive or confidential information. As deemed appropriate, SUPPLIER staff will sign non-disclosure agreements. Maintain level of security as outlined in the SOP. Keep confidential and non-confidential reports separate when processing a job/task. Ricoh will set up equipment on our facility and the operate equipment within the agreed upon guidelines which comply with US Federal Standards.

Master Services Agreement Effective August 1st, 2016 through July 31st, 2019

Chabot-Las Positas Community College District

Statement Of Work - Exhibit A

LAS POSITAS COLLEGE Obligations - Provide SUPPLIER identification and special handling instruction of any confidential output or procedure.

Acceptance Criteria - All staff will adhere to confidentiality requirements.

Invoicing Extraordinary Charges:

Task Name - Special Invoicing

Task Description Any services rendered outside of the SUPPLIER contracted services will be billed to LAS POSITAS COLLEGE separately. All services outside of the contract require both SUPPLIER and LAS POSITAS COLLEGE written approval prior to services rendered.

SUPPLIER Obligations - Timely invoicing on a monthly basis of the base management fee and usage monthly.

LAS POSITAS COLLEGE Obligations - Payment due according to terms defined in the LAS POSITAS COLLEGE/SUPPLIER contract.

Acceptance Criteria - Mutually agreed upon changes by LAS POSITAS COLLEGE/SUPPLIER.

Onsite Personnel Staffing:

Task Name - Staffing

Task Description - Provide the appropriate human resources required to provide the services documented in this SOW that meet or exceed customer needs.

SUPPLIER Obligations - Maintain staffing levels per contractual obligations. Holiday Schedules & Special Needs will be staffed as required and billed appropriately. All of the SUPPLIER on-site staff are permanent full-time and part-time SUPPLIER employees that will report directly to SUPPLIER management.

LAS POSITAS COLLEGE Obligations - Provide all levels of access to LAS POSITAS COLLEGE buildings and systems as required to perform the essential service functions. Provide a secure working environment for SUPPLIER employees. Pay any and all pre-approved overtime charges as they relate to staffing.

Acceptance Criteria - Meeting SUPPLIER SOW obligations as defined above as it pertains to staffing.

Staffing: All management and On-Site Staffing to support the copy center, and Key Operator Fleet functions as outlined in Exhibit A - SOW (w/trained back-fill). Customer service operator hours are an 8-hour workday, 40 hours per week. If the workload exceeds the capabilities of the equipment and normal customer service operator working hours, supplier can provide overtime once authorized by a designated Las Positas College affiliated representative.

Overtime will be charged at time and a half, for range one-overtime defined as the first four hours of overtime worked on weekdays.

No overtime charges will be applied to work outside of normal working hours when such work cannot be performed during normal working hours as a result of supplier supplied equipment malfunction, or Customer Service Operator unavailability. Additionally, pickup and delivery charges between Las Positas College's location and supplier necessitated by supplier supplied equipment malfunction or Customer Service Operator unavailability will be waived.

Supplies Management Services:

Task Name - Supply Management

Task Description - Supplies will be inventoried and re-ordered based on min/max to maintain a cost-effective just-in-time inventory.

SUPPLIER Obligations Inventory all supplies monthly and report paper usage to LAS POSITAS COLLEGE. Upon request by LAS POSITAS COLLEGE, Supplier shall provide paper supplies.

Master Services Agreement Effective August 1st, 2016 through July 31st, 2019

Chabot-Las Positas Community College District

Statement Of Work - Exhibit A

SUPPLIER will provide all toner, developer, fuser oil and other supplies associated with the operation of the SUPPLIER provided reprographic equipment.

LAS POSITAS COLLEGE Obligations - will provide space allotment for one-week usage volume.

Paper Stock: Includes all sizes, white, color and specialty

> Cover Stock: Including plastic, clear, cardstock, etc

➤ General office supplies i.e.; pens, pencils, staplers, in support of services.

Acceptance Criteria - Monthly management reviews.

Project Delivery and Pick-up:

Task Name -- Delivery and Pick-up Practices

Task Description - Delivery and pick-up practices pertaining to the proper handling and routing of copy center projects.

SUPPLIER Obligations - Completed copy jobs will be delivered both by utilizing the mail / internal routing schedule, and at times by SUPPLIER staff using on Campus delivery cart, or by notifying the customer that the job is completed and ready for pick-up. Every attempt will be made to deliver jobs back to the end users. SUPPLIER will notify end user of day and time when mail/internal routing service is utilized.

LAS POSITAS COLLEGE Obligations - LAS POSITAS COLLEGE will be responsible for providing SUPPLIER with their internal mail routing schedule.

Acceptance Criteria - The acceptance terms agreed by both the LAS POSITAS COLLEGE and SUPPLIER for a task.

Suppliers and LAS POSITAS COLLEGE SOW Obligations

- A) SUPPLIER will assign an authorized representative with overall responsibility for all of Supplier's aspects of this Agreement. This individual must have the authority to make decisions relative to this Agreement and to either assign resources or negotiate the assignment of resources within Supplier's organization.

Service Level Parameters

Activity Goal	Parameters	Measurement
Copy Center Requests	Copy Jobs completed onsite, accurately & according to instructions	98%
Paper & Equipment Supplies	Paper to be inventoried daily. Supplies for MFD's will be inventoried daily	98%
House-keeping	All service areas described in this SOW will be cleaned & stocked	98%
Hours of Operations	Service areas will be staffed and operational as described in this SOW	100%
Safety	Compliance will all local, state, and federal laws, rules, and regulations including but not limited to OSHA and CALOSHA	100%

Management Reports:

Management reports will be included on a monthly basis, and will include the following: Departmental chargeback report, original and run length distribution graphs, and copy center mid convenience device trend graph. On a quarterly basis, a more formal review will be held to define the commitment supplier has made in pursuit of continuous improvement. These reviews will consist of a consolidated summary of the monthly reports and invoices, past cost savings and efficiency gains, measurements of Las Positas College satisfaction, and recommendations for future improvements.

Las Positas College shall provide: electrical service, general office supplies and papers storage suitable

operational space, telephone, furniture and fixtures, for full-pallet-delivery within or in close proximity to

Master Services Agreement Effective August 1st, 2016 through July 31st, 2019

Chabot-Las Positas Community College District

Statement Of Work - Exhibit A

the copy center, Las Positas College shall make or permit no alterations to the equipment without supplier written permission. All repairs shall be performed solely by supplier personnel or designated representatives. Las Positas College shall afford supplier or its designated representative's unrestricted access to the equipment during business hours. Equipment provided by supplier will remain the property of supplier and is subject to its possession and control while this Agreement is in force. Las Positas College will be responsible for loss of any supplier supplied equipment, including any repairs or replacement made necessary by Las Positas College's willful or negligent act. Supplier may replace a defective unit of equipment with another unit of the same or similar capabilities. Las Positas College agrees not to lend the equipment or permit it to be used

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Chabot-Las Positas Community College District

Statement Of Work - Exhibit A