



Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule

Product Schedule Number: _____
Master Lease Agreement Number: _____ OS858

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. FKA IKON Office Solutions, Inc. ("we" or "us") and County of Nueces, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the State and Local Government Master Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and IKON Office Solutions, Inc. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

| | | | | | | | |
|---|--------|-------|--|---|---|-------|-----|
| County of Nueces | | | | Elsa Saenz | | | |
| Customer (Bill To) 901 Leopard St. , Rm. 106 | | | | Billing Contact Name 901 Leopard St. , Rm. 106 | | | |
| Product Location Address Corpus Christi Nueces TX 78401-3606 | | | | Billing Address (if different from location address) Corpus Christi Nueces TX 78401-3606 | | | |
| City | County | State | Zip | City | County | State | Zip |
| Billing Contact Telephone Number 361-888-0448 | | | Billing Contact Facsimile Number 361-888-0458 | | Billing Contact E-Mail Address elsa.saenz@nuecesco.com | | |

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

| Qty | Product Description: Make & Model |
|-----|------------------------------------|
| 1 | Ricoh MP3555SP (SPDF) Branding Set |
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| Qty | Product Description: Make & Model |
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PAYMENT SCHEDULE

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|---------------------------------|---|--|--|
| Minimum Term (months) | Minimum Payment (Without Tax) | Minimum Payment Billing Frequency | Advance Payment |
| 27 | \$ 249.57 | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____ | <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____ |

Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: Ricoh represents that this Product Schedule reflects pricing as detailed in TASB Buyboard proposal & award #537-17. Parties acknowledge that there are two (2) originals of this document, one original for County record purposes to be filed with the County Clerk upon execution of both parties, the other original to be held by Ricoh. Document held with the County Clerk is not chattel paper and is non-negotiable.

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

| | |
|--|---|
| CUSTOMER By: X _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____ | Accepted by: RICOH USA, INC. By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____ |
|--|---|



**ADDENDUM NUMBER SIXTY-ONE (61)
MASTER SERVICE AGREEMENT**

WHEREAS, Nueces County and Ricoh USA, Inc. (formerly known as IKON Office Solutions, Inc.) entered into a Master Service Agreement effective February 1, 2005 pursuant to a BuyBoard (cooperative purchasing program) award;

WHEREAS, Nueces County desires to avail itself of Ricoh’s most recent award through the BuyBoard, Proposal and Award #537-17;

NOW, THEREFORE, for and in consideration and exchange of mutual covenants and conditions contained herein, Nueces County and Ricoh USA, Inc. agree this Addendum Number Sixty-One (61) (“Addendum”) is effective as of the 17th day of January, 2018 (“Addendum Effective Date”) and amends the Master Service Agreement dated the 1st day of February, 2005 (“Agreement”), by and between County of Nueces (“Customer”) and Ricoh USA, Inc. (“Ricoh”) as follows:

Ricoh currently provides certain Services to Customer as further described in the Agreement. Customer has requested, and Ricoh hereby agrees to modify the Agreement in accordance with the terms of this Addendum. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree that the Agreement shall be amended as follows:

1. By agreement of the parties, this Addendum Effective Date is the 17th day of January, 2018. As per the terms of Addendum 56 between the parties, the expiration date of this Agreement continues to be the 29th day of February, 2020 or until otherwise earlier terminated as set forth in the Agreement.
2. As of the Addendum Effective Date, the following Serviced Equipment shall be **added to Exhibit C-2** to the Agreement:

| Department | Location | Model | Serial |
|----------------------|-----------------------|----------|--------|
| Court Administration | 901 Leopard St. 78401 | MP3555SP | TBD |

All capitalized words used but not defined in this Addendum will have the meanings given to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect. Parties agree, except to the extent modified herein all terms and conditions of the Agreement are in effect as if set out word for word herein.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

COUNTY OF NUECES

RICOH USA, INC.

By: _____

By: _____

Name: Samuel L. Neal, Jr.

Name: _____

Title: Nueces County Judge

Title: _____

Date: _____

Date: _____

ATTEST: _____

KARA SANDS
Nueces County Clerk