

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
RICOH USA, INC.

1. Introduction

A. Parties

This Contract for Products and Related Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Ricoh USA, Inc. ("Vendor"), with its principal place of business at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-224, on November 24, 2014, for Print, Scan, Facsimile, Multifunction Devices, 3D Printers and Related Services and Managed Print Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-224 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Master Lease Agreement (MLA); Appendix E, Master Operating Lease Agreement (MOLA); Appendix F, Maintenance Service Agreement; Appendix G, Service Agreement; Appendix H, Service Level Agreement; Appendix I, Statement of Work; Appendix J, Equipment Schedule to Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-224, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-224, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix D, Master Lease Agreement; Appendix E, Master Operating Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix F, Maintenance and Sale Agreement; Appendix G, Service Agreement; Appendix H, Service Level Agreement; Appendix I, State of Work; Appendix J, Equipment Schedule to Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-224, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-224, including all addenda; are incorporated by reference and constitute the entire agreement

between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Appendix G, then Appendix H, then Appendix I, then Appendix J, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend the Contract, by amendment for up to three (3) optional one-year terms. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of the RFO and products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to services as specified in the RFO and Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (0.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon

written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Dana L. Collins, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: dana.collins@dir.texas.gov

If sent to the Vendor:

Ben Rotz
Ricoh USA, Inc.
2405 Pauma Valley Way
Pflugerville, TX 78660
Phone: 512-381-7842
Facsimile: 512-699-8949
Email: ben.rotz@ricoh-usa.com

7. License, Service and Lease Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Service Agreements

Services provided under this Contract shall be in accordance with the Service Agreements as set forth in Appendix F, Maintenance and Sale Agreement, Appendix G, Service Agreement, or Appendix H, Service Level Agreement of this Contract as applicable. No changes to Appendix F, Maintenance and Sale Agreement, Appendix G, Service Agreement, or Appendix H, Service Level Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

C. Statement of Work

Services provided under this Contract shall be based on the Statement of Work (SOW) as set forth in Appendix I of this Contract. Customers may negotiate the terms and conditions of a SOW to suit their business needs, so long as the negotiated terms and conditions do not diminish the terms and conditions of the Contract.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix D and Equipment Schedule to Master Lease Agreement in Appendix J of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions.

E. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

F. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

8. Authorized Exceptions to Contract or any Appendices.**A. Contract, Section 7, License, Service and Lease Agreements, D. Master Lease Agreement is replaced in its entirety as follows:**

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix D and Equipment Schedule to Master Lease Agreement in Appendix J of this Contract for DIR authorized entities as Lessees that are not Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public

Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own legal counsel to make this determination.

B. Appendix A, Section 5, Intellectual Property Matters is hereby deleted and replaced in its entirety as follows:

This Contract does not contemplate, authorize or support acquisition of custom software products or services. If Vendor and Customer seek to contract for such product or service, they must use a separate contract or seek amendment with DIR of this Contract. If DIR and Vendor decide to authorize customized software or hardware products; then the intellectual property language will be negotiated and applied.

This Contract is executed to be effective as of the date of last signature.

RICOH USA, INC.

Authorized By: Signature on File

Name: Tom Brown

Title: VP, Government & Higher Education

Date: 6/22/2015

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Wayne Egeler for Dale Richardson

Title: Chief Operations Officer

Date: 6/25/15

Office of General Counsel: drb 6/23/15