

## Statement of Work

Created for: Hidalgo County

Block of Time

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SOW Design Record #:  
DR25382994

## Introduction

Ricoh USA, Inc. (“Ricoh”) has prepared the following Statement of Work (“SOW”) to detail services for the **Block of Time** project (the “Project”) at Hidalgo County (“Customer”).

From time to time the Customer may require technical assistance from Ricoh’s Professional Services organization. The Block of Time Statement of Work provides the Customer with the flexibility to quickly engage resources to provide technical services. This provides lower-cost standard service rates, and by prepaying services, it’s much easier to budget for upcoming initiatives.

Here are just a few of the many benefits that purchasing Block of Time offers:

- Simplified process of contracting and budgeting for technical support services
- Access to a wide range of highly-skilled Ricoh resources at a single reduced rate valid for a 36-month period
- No longer a need to contract for each individual project
- Budgeting and pre-planning process is greatly improved
- Leverages most Professional Services activities to achieve a competitive standard rate

Any necessary or requested changes to the scope of the Block of Time will be handled through the change control procedures outlined in this SOW.

Ricoh has outlined the Project scope and costs for the Project. The service costs outlined in this document are based on Ricoh’s experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

## Services Objective

This arrangement is designed to give the Customer a blended rate for a variety of resources and skill sets. Resources will be assigned based on skill set, availability and type of service requested.

Ricoh USA, Inc. (“Ricoh”) has prepared the following Statement of Work (SOW) for a Block of Services Time to provide the Customer with the ability to leverage hourly-based Professional Services at competitive rates. This Statement of Work delivers resources on a time-and-materials basis over a 36-month period beginning the first day of purchase.

## Services Scope

### Services Included

Time applied toward the block hours includes: all telephone and email conversations, preparation time, and any agreed upon documentation to perform and support the following support services:

- Connectivity
- Reinstallation of Software
- Technical Support (WPTZ30/PS-SUPTECH)
- Training (WPVZ00/PS-TRAINING)
- Software changes

Additional services can be provided other than those listed above. However, a Statement of Work for any services other than technical support services listed above is required. The scope of the services can be utilized for any Ricoh hourly service, including:

- Troubleshooting and Problem Solving of installed Ricoh supplied products
- Assist with configuration or customization of Ricoh supplied products
- Supplemental Training of Product Administrators, Trainers or End Users
- Preliminary Requirements Analysis, Design Services, and Development Services
- Staff Augmentation Services; to perform work your staff is either not trained to do or too busy to do
- Best practices and Document Management System consulting
- Project Management services

### Services Excluded

This project does not cover the following functions or deliverables:

- Resources that must travel outside of their home area
- Complex Solution Consulting
- Formal Project Development
- Work performed outside of standard working hours (Monday thru Friday 8:00am - 6:00 pm)

### Customer Locations

The following customer location(s) is/are included in the scope of this Statement of Work. Any additional locations will require the execution of a Change Order and may incur additional costs.

2802 S. Business Hwy 281  
Edinburg TX 78539

## Engagement Process

### Software Enterprise Support Center (SESC)

In order to obtain service under a Block of Time SOW, Customer will place a call to the Ricoh Software Enterprise Support Center at 1-888-424-1573, any time from 8 am to 8 pm EST, Monday through Friday.

## Completion Criteria

### Acceptance Criteria

At the end of each service delivery, either a Professional Services Service Order or a Solutions Delivery and Acceptance (SD&A) form (if services are rendered under a Statement of Work) will be delivered to the Customer with the service description and the amount of time defined. Customer will sign this form to acknowledge and accept service delivery.

## Change Control

Any changes to the scope or terms of this Statement of Work must be documented and approved by both parties through the use of a Change Order. The following list provides a detailed process to follow if changes to components within the scope of this SOW are required.

- A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- A written Change Authorization must be signed by both parties to authorize the implementation of the investigated changes.

## Block of Time Price

The total services price for this engagement shall be (\$6150.00) and does not include any hardware, software, or sales tax. The purchase or lease of any hardware or software is independent from this Statement of Work and therefore not contingent on Customer’s acceptance of these services performed.

|                                 |  |
|---------------------------------|--|
| <b>Customer Name:</b>           | Hidalgo County                             |
| <b>Project Name:</b>            | Professional Service Support Block of Time |
| <b>Deliverable Description:</b> | Support – Block of Time                    |
| <b>Block Size:</b>              | 30 hours                                   |
| <b>Standard Price /hr:</b>      | \$205.00                                   |
| <b>Discounted Price /hr:</b>    | \$205.00                                   |
| <b>Total Services:</b>          | \$6150.00                                  |

**NOTES:**

- All Services must be prepaid with Statement of Work signing and execution.
- All hours must be used within three (3) years of execution date of this contract.
- All hours are for standard working hours only (Monday through Friday 8:00 am through 6:00pm EST). Off hours, week-end, holiday, etc. are not included. Once the block of time has been depleted, additional time can be purchased at a rate of \$205.00 per hour.
- Services must be scheduled 48 hours in advance.
- There will be a 4 hour minimum charge for onsite services.
- Email and Telephone support will be charged at 15 minute increments.
- This estimate does not include taxes or miscellaneous expenses.

## Payment Schedule

Block hours will be pre-paid. Services amount described above will be payable upon execution of this Statement of Work.

## Terms & Conditions:

The performance of the Services described in this SOW by Ricoh for Customer is subject to and shall be governed solely by the following terms and conditions:

1. On-Site Security; Insurance. While on Customer's premises, Ricoh will comply with Customer's reasonable workplace safety and physical security processes and procedures provided by Customer in writing prior to performance of the Services. Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this SOW. Upon request, each party agrees to deliver the other evidence of such insurance coverage.
  
2. Term; Termination. Upon signature by both parties, this SOW shall become effective on the Effective Date and shall continue in effect for the shorter of the period necessary to complete the Services or one year, unless terminated earlier as specified in this Section (the "Term"). Either party shall have the right to terminate this SOW for cause in the event of a material breach by the other party, unless such breach is cured within thirty (30) days of receipt of written notice of such breach. Either party may terminate this SOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Either Party may cancel this SOW, for convenience without cause, upon sixty (60) days prior written notice to Customer. In addition to its other legal remedies, Ricoh may suspend the performance of the Services, stop delivery of products and/or terminate this SOW for any non-payment on Customer's accounts that continues for more than ten (10) days following the due date, so long as presentment of invoicing complies with the State of Texas Prompt Payment Act to the extent it is applicable. In the event a SOW is terminated by Customer without cause or terminated by Ricoh for cause, Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. In the event a SOW is cancelled by Ricoh without cause or terminated by Customer for cause, with respect to Services for which Customer has prepaid and which Ricoh has not yet fully provided to Customer, Ricoh will provide Customer with a prorated refund.
  
3. Limited Warranty for Services; Limitation of Liability. Ricoh warrants that it will perform the Services (i) in a good and workmanlike fashion, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. Customer must report any defects in the Services in writing within thirty (30) days of performance of such Services in order to receive warranty remedies. Ricoh's entire liability, and Customer's exclusive remedy for any breach of this limited warranty shall be Ricoh's reasonable effort to perform corrective work or, if the Services still cannot be completed after commercially reasonable efforts to do so, a refund to Customer of a prorated amount of the Fees and charges attributable to the defective Services, as determine in Ricoh's reasonable discretion. Except as provided above, THE SERVICES, WORK AND DELIVERABLES ARE PROVIDED "AS IS." EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, RICOH DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF UTILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. FURTHERMORE, RICOH DOES NOT WARRANT

THAT ALL DEFECTS WILL BE CORRECTED, OR THAT ANY SERVICES, PRODUCTS OR PROGRAMS SUPPLIED, INSTALLED OR CONFIGURED BY US WILL OPERATE ON AN UNINTERRUPTED OR ERROR FREE BASIS, OR SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SYSTEM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES, THIS SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW. 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.

4. IP Matters; Software Licenses; Export Compliance.

a. **Ownership of IP Rights.** Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") 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 this SOW 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 Services ("Contract Property"). Ricoh shall retain all ownership rights to the Contract Property. For purposes of clarity this SOW and the foregoing license relates to the professional services only, and software programs shall not be deemed to be deliverables or "Services". All licensing for Ricoh or third party software shall be as provided in subsection (b), below.

b. **Software Licenses.** All Ricoh and/or third party software provided by Ricoh as part of or in connection with the 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 Services hereunder, to the extent transferable and without recourse.

c. **Export Compliance.** 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 or otherwise use in connection with the Services 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 SOW, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW.

5. Confidentiality and Non-Solicitation.

a. **Confidentiality.** Except for purposes of this SOW, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from the Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Notwithstanding the foregoing, 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 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 SOW to the contrary, in the event that Customer engages Ricoh to perform any Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by Ricoh, including but not limited to any hard drive removal, cleansing or formatting services of any kind, Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) Ricoh does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer’s needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer’s business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the 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 the Customer’s business or data retention, and any actions required to comply with such laws, and (c) 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, or presence, of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall not hold responsible Ricoh and its subsidiaries, directors, officers, employees and agents for any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys’ fees) arising therefrom or related thereto.

b. **Non-Solicitation.** Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services.

6. General. This SOW represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Only a Change Order in writing executed by authorized representatives of both parties may amend this SOW. Any purchase order, service order or other Customer ordering document will not modify or affect this SOW, nor have any other legal effect. All equipment is purchased or leased by Customer pursuant to a separate agreement and are separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. This SOW may not be transferred or assigned by Customer without the prior written consent of Ricoh. This SOW shall be interpreted in accordance with the substantive laws of the State of Texas, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance, or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. The parties hereby acknowledge that this SOW may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

**RICOH PRELIMINARY REVIEW**

|               |   |                |
|---------------|---|----------------|
| <b>Takers</b> | Digitally signed by: Takers<br>DN: CN = Takers email = Tim.<br>Akers@ricoh-usa.com<br>Date: 2019.02.07 15:22:04 -06'00' |                |
|               | Preliminary Review Signature - Approval<br>(Branch Management – SrMoD)  | Name and Title |

**CUSTOMER ACCEPTANCE**

|                      |                |      |
|----------------------|----------------|------|
|                      |                |      |
| Authorized Signature | Name and Title | Date |

**RICOH ACCEPTANCE**

|  |                |      |
|--|----------------|------|
|  |                |      |
| Authorized Signature<br>(MI, SrMoD, MVP or Higher) | Name and Title | Date |

**PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.**