

Ricoh Solution Implementation

Fixed Statement
of Work

RICOH
imagine. change.



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Introduction

RICOH USA, INC. (“Ricoh”) has prepared the following Fixed Statement of Work (“FSOW”) to detail services for the **Ricoh Solution Implementation** project (the “Project”) at “Hidalgo County Sanitation” (“Customer”).

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 FSOW supersedes all previous estimates or verbal discussions on the Project.

Functional Requirements and Project Scope

The Customer’s functional requirements, the solution specification, and the scope of services to be provided are specified in Appendix A: Functional Requirements and Services Scope.

General Project Assumptions

To execute the Project successfully, several key assumptions have been made. Any change in these assumptions may result in a change in scope, which will be addressed through the Change Control process, and may result in additional charges and/or delay of the completion of the Project.

- All services will be delivered remotely by Ricoh's technical resources unless otherwise noted in this FSOW. If in the course of delivering the Services, Ricoh determines that onsite installation or delivery is required additional charges will apply. In addition, if services are delayed or additional hours are incurred due to Customer IT availability, additional charges may apply as determined by the Change Control Process.
- All discussions of Project duration are dependent upon a timely reception of requisite POs and other Customer-generated paperwork necessary to launch the Project or move forward to the next phase.
- Ricoh will not be able to start work until after this FSOW has been signed and a Purchase Order received.
- Services provided by Ricoh, or its subcontractors will be provided during normal business hours (8:00 am to 5:00 pm) Monday through Friday excluding Ricoh recognized holidays. Services provided outside these, have not been included in the costs.
- For projects with Device Deployment: This Project's schedule is based on deploying an average of 15 devices per day. This schedule is used to plan Project resource allocations. Changes to this schedule that have an impact on project budget will require use of the change control process described within this FSOW.

FSOW Quote #:34537320

Completion Criteria

When the Services or Project detailed in this FSOW have been completed and demonstrated through satisfactory UAT or otherwise, the Project will be considered complete and Ricoh will provide to Customer a solutions delivery and acknowledgement, or similar form or document (each a "Completion Notice"). Despite the previous sentence, Ricoh will have fulfilled its obligations under this SOW when any one of the following first occurs:

- Ricoh completes the Services or Project described in this FSOW and provides a Completion Notice.
- This FSOW is terminated in accordance with Terms and Conditions applicable to this FSOW. In this case, Ricoh will invoice Customer for actual hours worked and expenses incurred up to the date of termination. Hardware and software purchases are governed by their own separate agreements and are not included in this definition.

No later than 5 business days after Customer's receipt of the Completion Notice, Customer shall: (i) accept the Services or Project by signing the Completion Notice (or so inform Ricoh in other writing, including email); or (ii) if the Project or Services contains material defects or fails to conform to the specifications, reject the Project or Services, in which event, Customer shall provide to Ricoh a reasonably detailed written statement outlining the basis for its rejection. Customer's failure to respond within the 5-business day period shall be deemed acceptance of the Services and/or Project.

In the event of rejection by Customer and written notice in accordance with the procedure above, Ricoh shall promptly correct the defect set forth in the written statement and redeliver the Project or Services within a reasonable period of time. Customer shall, as soon as reasonably practicable after such redelivery but in no event later than five (5) business days thereafter, accept or reject the redelivery in accordance with the procedure set forth above, which procedure shall be repeated until the Project or Services are accepted in accordance with this section.

Customer Responsibilities

The successful completion of the Project depends on the full cooperation and participation of Customer. Ricoh's performance, and all timelines and Fees are dependent upon the availability, completeness and accuracy of necessary information and data, the availability of key personnel, and upon Customer's timely and effective performance of its responsibilities under this FSOW. Delays, inaccuracies, or omission in the performance of Customer's responsibilities may (i) delay the completion of the Project, (ii) in Ricoh's discretion, result in charges equal to the full payment for all goods and services delivered or committed for delivery by Ricoh on behalf of Customer, and/or (iii) result in additional charges pursuant to the change order provisions of this FSOW. Customer shall be responsible for and agrees to:

- Provide Ricoh with access to, and agree that Ricoh may rely upon the accuracy, timeliness, and completion of, all necessary internal Customer data, including but not limited to reports, current analysis documents and other information Customer supplies as needed to define technical requirements (if applicable).
- At no charge to Ricoh, provide Ricoh with such access to its facilities, networks, software, and systems as may be reasonably necessary for Ricoh to perform the Services. Where Ricoh requires on-line or remote access to Customer's systems in order to provide the Services, Customer shall provide appropriate communication software and/or establish dedicated connections with Ricoh. Customer agrees that if access to Customer's systems requires a separate agreement, such agreement is subject to the limits of liability of this FSOW.
- Assign a dedicated internal project team lead with full decision-making authority, and to coordinate and make reasonably available its technical personnel, managers, and other employees necessary to facilitate Ricoh's performance of the Services.
- Fully cooperate and ensure that all "responsibilities," "requirements" or "assumptions" set forth in the FSOW have been satisfied.
- Timely meet any deadlines for actions or decisions, including the review and acceptance of all deliverables.
- Provide all training for its users with respect to the Services except as specifically provided by Ricoh herein.
- If this FSOW is dependent upon the availability of certain hardware, software, data or documentation, Customer agrees to cause those items to be available, installed, configured and operational in advance of commencement of the Services.

Change Control

Changes to the scope of the Services 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. The following list provides a detailed process to follow if changes to components within the scope of this FSOW 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 or Services.
- The designated project team lead of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both project teams will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this FSOW.
- A written Change Order must be signed by both parties to authorize the implementation of the changes.

Fees and Payment Schedule

The fees and payment schedule associated with the Project are provided in order agreement

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Terms & Conditions

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

1. **Term.** This FSOW is effective as of the date that it is executed by both Customer and Ricoh and it will continue in effect for the shorter of the period necessary to complete the Services or 1 year (unless terminated earlier as specified in the following Section) (the “Term”).
2. **Termination.** Either party may terminate this FSOW for cause if the other party materially breaches the FSOW, unless the breach is cured no later than 30 days after the breaching party’s receipt of written notice of the breach. Either party may terminate this FSOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Ricoh may terminate this FSOW, for convenience without cause, upon 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 FSOW for any non-payment on Customer’s accounts that continues for more than 10 days following the due date. If this FSOW is terminated by Customer without cause or terminated by Ricoh for cause, then Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. If a FSOW is terminated by Ricoh without cause or terminated by Customer for cause, then, 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. The obligations of the parties under this FSOW that by their nature would continue beyond expiration or termination of this FSOW will survive any such expiration or termination.
3. **On-Site Safety.** While on Customer’s site, Ricoh’s personnel will comply with Customer’s reasonable site safety and security policies, provided that Customer first provides those policies to Ricoh in writing in advance, they do not conflict with this FSOW, and do not impose any additional financial or legal burden on Ricoh.
4. **Insurance.** 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. Upon request, each party agrees to deliver the other evidence of such insurance coverage.
5. **Limited Warranty and Disclaimers.** Ricoh warrants that the Services will be performed: (i) in a good and workmanlike manner, (ii) using reasonable care and skill, and (iii) according to the description contained in this FSOW. 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 30 days after such Services are performed, which will be the exclusive remedy for such non-compliance. Customer acknowledges that Ricoh’s performance of Services is dependent upon Customer’s timely and effective performance of its responsibilities set forth in this FSOW. ***Except for the limited warranty provided above in this Section, (a) the services, work, and any deliverables or other goods are provided “as is”, and (b) Ricoh makes no warranties of any kind (express or implied) with respect to any services, work, and any deliverables or other goods provided under this FSOW, including (without limitation) any implied warranty of merchantability, fitness for a particular purpose, or non-infringement. No warranties are created by any course of dealing between the parties, course of performances, trade usage, or industry custom.***
6. **Limits of Liability.** ***In no event will either party be liable for consequential, incidental, punitive, or indirect damages, including any damages for business interruption, loss of use, revenue, or profit, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not the breaching party was advised of the possibility of such damages. In no event will (1) Ricoh’s liability arising out of or related to this FSOW, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed, in the aggregate, the Fees that Ricoh received from Customer under this FSOW, and (2) Ricoh be liable to Customer or a third party for any damages arising out of or related to any failure of software, including (but not limited to) loss of data or delay of delivery of services under this FSOW. Ricoh assumes no obligation to provide or install any anti-virus or similar software, and the scope of services contemplated under this FSOW does not include such services.***
7. **IP Rights.** Intellectual property rights, including the design, development and delivery of all inventions, business methods, processes, concepts, designs, blueprints, photographs, works of authorship, reports, plans, software (in source and object code format), documentation, databases, data, information and other materials (whether intangible or tangible), prepared or created by Ricoh related in the course of the Services will, upon creation, become Ricoh’s property (“**Ricoh IP**”) and Ricoh will retain all ownership rights in Ricoh IP; however, that Ricoh IP does not include, and Ricoh will not acquire ownership of data, materials or content provided by Customer. Nothing contained in this FSOW will 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 this FSOW or that may be independently developed by Ricoh outside the scope of this FSOW. Customer will not use any Services or deliverables for any unlawful purpose. 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 FSOW) license solely for its internal business purposes, and may use, display, and distribute (within Customer’s organization only) the Ricoh IP, except as otherwise limited under this FSOW. For clarity, this FSOW and the foregoing license relates to the Services only, and software programs (whether on-site or hosted) will not be deemed to be deliverables or “Services.” All licensing of Ricoh and/or third-party software is as provided in the next Section.

8. **Software.** All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to both the server, seat, quantity, and other usage restrictions set forth any applicable license agreement, license terms, or subscription terms (“**Software License**”), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software (“**Licensor**”). Ricoh has no right, title or interest in any third-party software and **Ricoh makes no representations and provides no warranties with respect thereto.** Customer is solely responsible for entering into Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses.

9. **Confidentiality.** “**Confidential Information**” means information in any form which may be disclosed in the performance of this FSOW and which: (a) is identified as confidential; or (b) should reasonably be understood by the receiving party to be confidential and proprietary (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). But, “**Confidential Information**” will not include information which: (i) at the time of disclosure is in the public domain; (ii) after disclosure becomes part of the public domain through no fault of the receiving party; (iii) 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 (iv) 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. Neither party may divulge, and each party must ensure that its employees 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. Customer acknowledges and agrees that it will not provide any sensitive information, personal data or information that is otherwise regulated by applicable law, rule, statute, regulation or guidance document without first notifying Ricoh in writing, so the parties may, if required, enter into additional terms and conditions related to such information. Ricoh may use general statistics relating to this 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 anything in this FSOW 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.

10. **Compliance.** Customer will 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, including, without limitation, claims relating to: (a) shipping of any regulated materials (e.g., hazardous materials) arising from Ricoh’s shipping of materials provided by or on behalf of Customer hereunder; (b) Customer’s use of personal or other regulated data in conjunction with any one or more Services; and (c) import, export and re-export control (collectively, “**Import/Export Laws**”) arising from Customer’s use of the Services and/or any software or web-based solution provided or contemplated under this FSOW. Despite any other provision of this FSOW, Customer will at all times remain solely responsible for complying with all applicable laws (including shipping laws or regulations and Import/Export Laws) and for obtaining any applicable authorization or license thereunder. **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 other requirement.** Customer represents and warrants to Ricoh that it, its employees and agents will not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Import/Export Law. Without limiting the survival of any other provisions of this FSOW, Ricoh and Customer agree that the terms of this Section will survive the expiration or earlier termination of this FSOW. Each party will promptly notify the other if there is a threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

11. **Non-Solicitation.** Customer agrees that during the term of the Services and for a period of 1 year after termination thereof, it will 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.

12. **General.** This FSOW is the entire agreement between the parties relating to the subject matter of the FSOW and supersedes all prior understandings, writings, proposals, representations or communications (oral or written) of either party. Only a CO in writing executed by authorized representatives of both parties may amend this FSOW. Any purchase order or other Customer ordering document will not modify or affect this FSOW, nor have any other legal effect. All equipment is purchased or leased by Customer under a separate agreement with independent obligations governed solely by the terms in the separate agreement. Customer may not transfer or assign this FSOW without Ricoh’s prior written consent. Ricoh will be excused from any delay or failure in performance under this FSOW if the delay or failure is caused by any event of force majeure or other factor beyond Ricoh’s reasonable control. The parties are independent contractors. This FSOW will be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. Electronic signatures of the parties on this FSOW will have the same force and effect as manual signatures. This FSOW may be executed in multiple counterparts, each of which will be deemed an original.

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This FSOW will 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 FSOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this FSOW on behalf of their respective entities.

CUSTOMER

Name (Print)		Location	
Authorized Signature	Title	Date	

Ricoh USA, Inc.

By:		
Ricoh Authorized Signature	Name and Title	Date

Customer Technical Contact

Contact Name	Phone Number
Email Address	

Appendix A - Xmedius Fax Cloud Basic Onboarding Services

Services Detail

The basic onboarding package includes up to six (6) hours of Professional Services, that will be delivered via up to three (3) different working sessions. Time can be spent as the customer requires during a three (3) month period, with a minimum of fifteen (15) minutes deducted for each scheduled consulting work session.

Following are the services and tasks that may be covered under Basic Onboarding. All Services described shall be performed remotely

- Initial Onboarding
 - Onboarding Preparation, Setup & Enterprise Account Creation
- Configure Enterprise Settings
 - Home Page
 - Logos
 - Password Policy
 - Authentication Security
 - Email-to-Fax
- Demonstrate requesting new fax number via portal – 1 number
- Demonstrate porting fax number via portal – 1 number
- Demonstrate assigning fax numbers and notification destinations to users – up to 5 Users
- Create a default misrouted faxes rule
- Demonstrate adding users through invitation or direct method – up to 5 Users
- Set up one group, one profile, and one mail notification
- Demonstrate Cover Sheet Editor, customizing one coversheet, and assigning to a Group Profile
- Demonstrate outbound faxing using Web Portal
- Test outbound faxing with email (requires Email-to-Fax be enabled)
- Test inbound faxing for invited users
- Demonstrate private versus shared phonebooks
- Demonstrate account delegation
- Configure phone number restrictions (if applicable)
- Demonstrate how to access OpenText support and register an account

Additional service can be purchases as required.

CUSTOMER RESPONSIBILITIES

- Designate and provide a XM Fax Cloud system administrator
- For all Porting activities, Customer agrees to provide a completed Letter of authorization (LOA) along with associated Customer Service Records (or a recent invoice) matching the Billing Telephone Number (BTN), Billing/Service Address and numbers to be ported as designated on the LOA per agreed schedule with

OpenText. OpenText regular business hours for porting are 8:00 am to 5:00 pm Eastern Standard/Daylight Time (EST/EDT).

PROJECT ASSUMPTIONS

- All hours must be used within three (3) Months from execution date of this SOW

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON August 20, 2024.

Agenda Item No. 96341

Executive Office: _____

VENDOR:
Ricoh USA, Inc

COUNTY:
COUNTY OF HIDALGO

Authorized Representative

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Michelle Lopez, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)