

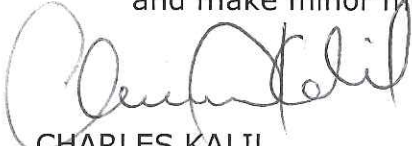


Department's Supplemental Law Enforcement Services Fund (SLESF), and \$23,023 will come from the City's Information Systems fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Agreement with Ricoh Americas Corporation, in the amount of \$35,213, for the purchase of NSI Autostore Express software for 25 Ricoh multi-function copiers; and
- Authorize the City Manager to execute the Agreement on behalf of the City and make minor modifications as appropriate thereto.



CHARLES KALIL  
Information Technology Director

By: Geoff Kloess  
Senior Systems Analyst

Attachment 1: Ricoh NSI Autostore Proposal  
Attachment 2: Ricoh NSI Statement of Work  
Attachment 3: Ricoh NSI Order Agreement

**Recommended for Approval**



**Matthew Fertal**  
City Manager



***AN UPDATED PROPOSAL  
FOR THE CITY OF GARDEN  
GROVE: AN ADVANCED  
SCANNING CAPABILITY  
FOR RICOH MFPS***

An NSI Autostore Express Data Capture Solution  
Card Authentication Package with Card Reader

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Created for:

The City of Garden Grove

Submitted by:

Nazzarino Tari

Nathan Aroonprapun

9/4/2012

**RICOH**

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Proposal: An Advanced Scanning  
Solution for the City of Garden Grove

## System Overview

The City of Garden Grove is currently seeking an Advanced Scanning capability in order to index a variety of city documents for uploading into their Network Folders; such documents will be deposited and stored in document repositories that have already been installed by the Customer. Currently, the customer has proposed the first phase of its Advanced Scanning Project be implemented at the City's Police Department. This department, in conjunction with the City of Garden Grove, currently has renewed its contract for Ricoh multifunction devices and will be looking to configure NSI Autostore on five (5) Ricoh MFP devices. Other departments within the City will also be seeking out advanced scanning and capture capabilities. Toward that end, this Proposal includes multiple pricing scenarios.

To satisfy its advanced scanning and capture needs with a configurable solution that will reside on the installed Ricoh MFP fleet, Ricoh proposes that the City acquire the NSI Autostore Express solution, and have a Ricoh trained system analyst implement and configure this solution to meet the City's stated requirements. (Currently, the City is looking for a scalable solution that can be readily extended for use with other applications and be installed as an embedded solution for its installed MFP devices.)

In accordance with the City's request, this Proposal contains pricing for respectively, 5 and 25 copies of NSI Autostore Express to be configured on its MFP devices. It is assumed that five (5) copies will be configured on five (5) MFPs at the Police Department and the implementation will meet the requirements below. The remaining copies will be installed on MFDs at other City departments. The assumptions for the configuration of advanced scanning capabilities are included with the price quotes for additional NSI Autostore copies.

## Customer Requirements

The City of Garden Grove has described its immediate Advanced Scanning needs as follows:

- The scanning solution must be configured for all Ricoh MFD devices (5 - 25 machines), based in one location
- It must be capable of serving as many as 200 users who at some point may be doing both ad hoc and application –specific scanning for a variety of City applications.
- The digitized content will be, in Phases One or Two, uploaded into two (2) back-end document repositories that the City has already installed, as follows: 1) a home-grown document management system that the IT staff designed and programmed, and 2) a commercial system called Presync that is used by the Police department.
- In terms of an approach it is the preference of the City to start doing scanning as a single simple application first and then later to bring in additional scanning applications that will be enabled on the same platform
- To start with Phase One the police force will scan paper documents that are evidence for police reports including photos and different types of content.
- Up to two indexes will be set up for this application: user access codes (ie badge numbers) and report numbers
- The police department will scan their documents on the Ricoh MFPS and enter the indexes into a customized menu that Ricoh will set up for the City. The customized menu will have drop down menus on the LCD panels

- Once the scanning and the documents are digitized, the documents will go into a Shared Directory folder on the network; the IT staff will write an interface from the directory into Presynct, the proprietary document repository that is already in place and/or other City applications which are not defined at the current time.

## **Document Capture**

Document capture will be managed by the embedded version of NSI Autostore Express.

## **Document Scanning**

Documents will be scanned on the five (5) MFDs that will be configured with the scanning software in the Police Department and, possibly on as many as five (5) to twenty-five (25) additional devices that are installed in other City departments. In accordance with Ricoh's best intelligent capture practices, customized drop down menus on the LCD panels of these devices will guide the user through a series of menu steps that will ensure accurate indexing and uploading. In some cases, the customer may opt to use bar-coded cover sheets; this process entails printing pre-designated bar code sheets by using the NSI Autostore functionality. In general, the user will be performing scanning and indexing with very easy to use customized menus for each document to indicate the document type and document boundary. In instances where manual validation (indexing) is required, selected users may view pages on their workstations to ensure quality input/output.

## **Implementation Methodology**

Ricoh understands that a successful project depends upon more than strong products. It also depends upon proper execution of services and proper management of the project. To ensure consistency for our customers throughout their enterprise, to control activity and timelines, and to accurately communicate enterprise project status to both internal and customer team members, Ricoh has developed the Ricoh Methodology Framework (RMF). The RICOH Methodology for Professional Services incorporates core processes and tools that have been utilized successfully in past RICOH PS projects. Standards from the Project Management Institute (PMI) have been incorporated as well as generally accepted processes, tools and techniques to ensure successful project implementation.

The RMF is used by Ricoh as a framework for the implementation of both large-scale as well as small, very focused installations. The phases of this Methodology are presented below.

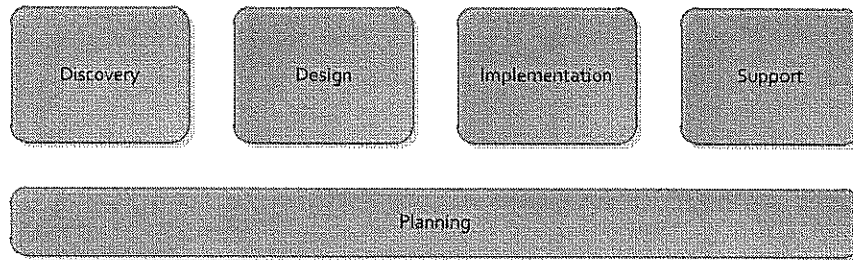


Figure 1: Ricoh Methodology Framework

### Support

The Ricoh Client Support Desk (CSD) is available Monday through Friday 8:00am to 8:00pm Eastern time, and can be reached via e-mail or toll-free call. The CSD will attempt to resolve issues via phone or remote access. If the issue(s) cannot be resolved, the manufacturer's support organization may be enlisted, and/or support may be transitioned to the local area for remote or on-site troubleshooting. Access to the CSD and manufacturer support is predicated upon a valid maintenance contract with the software manufacturer.

### Hardware

The Ricoh proposed solution requires a Windows-based server to be provided by the client. Specific parameters for the necessary hardware will be provided by Ricoh upon Customer request.

### Pricing Scenarios – Five (5) Ricoh MFD's configuration

#### NSI Autostore Express: 5 MFP's & 1 Server

Item Description	EDP Code	MSRP	WSCA Price
Autostore Express: 5 Ricoh MFD's		\$4,095.00	\$3,390.00
Autostore Express: 5 YR M&S (for 5 MFD's)		\$4,100.00	\$3,400.00
Implementation: One (1) Autostore Server, five (5) Ricoh MFP's, one (1) scan to file workflow with up to two (2) Index values, training & documentation		\$6,600.00	\$5,400.00
<b>City of Garden Grove QUOTE TOTAL</b>			<b>\$12,190.00</b>

#### Ricoh Card Authentication Package 5 Devices

Item Description	EDP Code	MSRP	WSCA Price
Card Authentication Package 5 Device License	420348	\$ 1,140.00	\$ 944.00
5 Card Readers	003169MIU	\$ 1,495.00	\$ 1,240.00
Card Authentication Package Enterprise Server	420380	\$ 1,440.00	\$ 1,193.00
Implementation: CAP and Card Readers for five (5) Ricoh MFP's		\$ 1,375.00	\$ 1,125.00
<b>City of Garden Grove QUOTE TOTAL</b>			<b>\$4,502.00</b>

**Pricing Scenarios – Twenty Five (25) Ricoh MFD's configuration; Five (5) Card Authentication Package with Card Readers**

**NSI Autostore Express: 25 MFP's & 2 Servers**

Item Description	EDP Code	MSRP	WSCA Price
Autostore Express: 25 Ricoh MFD's bundle pkg		\$16,200.00	\$13,418.00
Autostore Express: 5 YR M&S (for 25 MFD's)		\$16,200.00	\$13,420.00
Implementation: Two (2) Autostore Servers, five (5) Ricoh MFP's, one (1) scan to file workflow with up to two (2) Index values, training & documentation		\$11,000.00	\$9,000.00
<b>City of Garden Grove QUOTE TOTAL</b>			<b>\$35,838.00</b>

**Ricoh Card Authentication Package 5 Devices**

Item Description	EDP Code	MSRP	WSCA Price
Card Authentication Package 5 Device License	420348	\$ 1,140.00	\$ 944.00
5 Card Readers	003169MIU	\$ 1,495.00	\$ 1,240.00
Card Authentication Package Enterprise Server	420380	\$ 1,440.00	\$ 1,193.00
Implementation: CAP and Card Readers for five (5) Ricoh MFP's		\$ 1,375.00	\$ 1,125.00
<b>City of Garden Grove QUOTE TOTAL</b>			<b>\$4,502.00</b>

**Conclusion:**

In recognition of the WSCA terms to which Ricoh adheres for certain State & Local government customers, Ricoh has adjusted this price quote based on the WSCA Contract number 1715.

On behalf of the Ricoh Sales Team, we look forward to working with the I.T. Staff for the City of Garden Grove in a successful implementation of the proposed solution Described herein.



# *STATEMENT OF WORK*

NSI Autostore Express

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Created for  
City of Garden Grove

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Nazzareno Tari  
Nathan Aroonprapun  
Gerber Garcia  
November 19, 2012

**RICOH**

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SOW Log Number: 68015

## Introduction

RICOH USA, INC. (“Ricoh”) has prepared the following Statement of Work (“SOW”) to detail services for the **NSI Autostore Express & Police Department Card Authentication Program** project (the “Project”) at **City of Garden Grove** (“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 SOW supersedes all previous estimates or verbal discussions on the Project.

## Project Objective

The City of Garden Grove is currently seeking an Advanced Scanning capability in order to index a variety of city documents for uploading into their Network Folders; such documents will be deposited and stored in document repositories that have already been installed by the Customer. Currently, the customer has proposed the first phase of its NSI Autostore Express be implemented at the City’s Police Department on up to five (5) Ricoh MFP devices. The Police department, in conjunction with the City of Garden Grove has renewed its contract for Ricoh multifunction devices and will be looking to configure NSI Autostore Express on up to twenty-five (25) Ricoh MFP devices. The next phase will be to configure NSI Autostore Express on seventeen (17) Ricoh MFP devices at the City Hall. An additional three (3) Ricoh MFP devices will be configured at a later date and will not incur any additional changes as long as the configuration does not fall outside of this SOW and models will be defined on a change order document. List of initial Models and quantities are defined in the chart below:

City of Garden Grove Police Department	Quantity
Ricoh MP6001	2
Ricoh MP7001	2
Ricoh MP C5502A	1

City of Garden Grove City Hall	Quantity
Ricoh Pro1357EX	1
Ricoh C651	1
Ricoh Pro1107EX	1
Ricoh MP C5502A	5
Ricoh MP6001	6
Ricoh MP C3002	1
Ricoh MP2852	2

To satisfy its advanced scanning and capture needs with a configurable solution that will reside on the installed Ricoh MFP fleet, Ricoh proposes that the City acquire the NSI Autostore Express solution, and have a Ricoh trained system analyst implement and configure this solution to meet the City’s stated

requirements. (Currently, the City is looking for a scalable solution that can be readily extended for use with other applications and be installed as an embedded solution for its installed MFP devices.)

## **Services Detail/Project Scope**

The following are the services and tasks that Ricoh will provide in fulfillment of the defined deliverables (the “Services”) of the project described in this SOW. Ricoh shall provide the Services at the Customer location set forth herein or on a remote basis. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates.

The scope of this Project is to include the following Services for the specified setup:

### **NSI Autostore Express**

The Ricoh Solutions Analyst will install AutoStore Express server on up to two (2) servers meeting the system requirements indicated in Appendix A.

- Customer will be providing the servers
  - One server will be for the Police Department
  - One Server will be for City Hall
- LDAP authentication will be configured if required

The Ricoh Solutions Analyst will configure Autostore Express on up to twenty-five (25) Ricoh MFD’s.

- Five (5) will be for the Police Department
- Seventeen (17) will be for City Hall
- Three (3) will be determined at a later date and would be considered a separate project if scanning workflow configurations do not fall within the details of the SOW.

The Ricoh Solutions Analyst will develop and implement two (2) scanning workflow with up to two (2) Index values

- The two index values will be configured as the filename
- Client will define the destination and scan setting during time of design

The Ricoh Solutions Analyst will provide up to (2) two hours of on-site Autostore Administrative training (up to two (2) people). This training will include:

- Review of AutoStore Express Implementation
- Review of AutoStore configuration
- Demonstrate how to use the AutoStore Express form on the Ricoh MFD.

User Acceptance Testing is the primary responsibility of Customer. To achieve this, Customer will test the solution in a real-life environment for a period of (1) one week. Ricoh will provide support to Customer during the UAT period.

Ricoh will develop a System Configuration document that details how AutoStore Express and all associated forms has been configured

## **Support Services**

Provided that Customer has current support coverage in place with the applicable third party software manufacturer (“Software Manufacturer”) and paid the applicable maintenance fees, Ricoh shall provide Customer with the following technical support for the following software: [NSI Autostore Express and Card Authentication Program] (“Software”). Customer will place a call to the Ricoh Customer Support Desk (“CSD”) at 1-800-706-4566 any time from 8 am to 8 pm EST, Monday through Friday. There is no limit on the number of times Customer can call, and no other “per-call” or “per-minute” charges. The Ricoh CSD will log the call and attempt to provide Level 1 Support (described below) over the phone. If onsite assistance is required, then the Ricoh CSD will contact the local Ricoh Area team and notify them of the request. The local Ricoh Area team will contact Customer and dispatch an Analyst if applicable.

**Level 1 Support:** means services to resolve application and integration problems, e.g., assisting Customer staff with questions from users, operators and administrators. Specifically, Ricoh will use commercially reasonable efforts to identify and isolate the cause of Customer’s request for support and attempt to resolve problems related to the Software prior to requesting Level 2 Support.

**Level 2 Support:** means that Ricoh will engage the Software Manufacturer to diagnose, analyze and troubleshoot and any reported problem with or relating to the Software.

**Level 3 Support:** means that Ricoh will engage the Software Manufacturer to examine and test the Software to determine if the Software is functioning and performing as designed.

Ricoh shall have no obligation to support: (i) Software modified without Ricoh’s and/or the Software Manufacturer’s consent, (ii) use of the Software other than in accordance with the end user license agreement between Customer and the Software Manufacturer or the Software’s documentation, or (iii) Software installed on any computer hardware or used with any software not specified in the Software documentation or otherwise authorized by Ricoh and/or the Software Manufacturer in writing.

### **Software Maintenance Coverage**

- New Version Updates to Software
- New Version Upgrades to Software
- Patches to Software

Software updates, upgrades and patches are only covered/available if Customer is current on their support. The software maintenance coverage described above will be renewed annually. Customer will be billed separately for annual maintenance costs associated with the third party software.

### **Not Covered by Annual Software Maintenance**

- On-Site installation of Updates, Upgrades or Patches
- On-Site Service or Support

On-going onsite support beyond the Support Services defined above will require a Ricoh Block of Time SOW at an additional cost to Customer.

## Services Excluded from the Project Scope

This Project does not cover the following functions or deliverables. Network sizing, capacity analysis, and performance considerations

- Advanced, automated workflow
- Custom coding or programming (except where specified below)
- Back-file conversion services (except where specified below)
- Integration of faxing
- Migration of existing images into customer's existing or future Document Management System
- Development of document form types other than those discussed in preliminary analysis and approved during the Requirements Gathering portion of this Project

## Customer Location

The following Customer location is included in the scope of this Project.

11222 Acacia Parkway  
Garden Grove, CA 92840

and 11301 Acacia Parkway



## Completion Criteria

When the Services detailed in this SOW have been completed and demonstrated, the Project will be considered complete and Ricoh will request Customer signoff. Customer agrees to sign the Solutions Delivery and Acceptance document in a timely manner. Notwithstanding the foregoing, Ricoh will have fulfilled its obligations under this SOW when any one of the following first occurs:

- Ricoh completes the Services described in this SOW.
- This SOW is terminated in accordance with Section 2 of the Terms and Conditions. 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.

## 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 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.
- Both Project Managers 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 SOW.

A written Change Order must be signed by both parties to authorize the implementation of the changes.

## **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 performed at Customer's site or offsite by Ricoh's technical resources, as agreed by Ricoh and Customer.

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 SOW has been signed and a Purchase Order received. Resources can only be allocated and scheduled once a copy of the signed SOW is received by Ricoh.

While scheduling changes do not generally result in a billable change of scope, they could affect the availability of resources for both Ricoh and Customer and delay the completion of the Project.

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 of Ricoh standard business times and hours will be considered out of scope and will be handled as a change order at standard overtime rates if Customer requests it.

## **Customer Responsibilities**

The successful completion of the Services 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 hereunder. Delays, inaccuracies or omission in the performance of these responsibilities may result in additional charges and/or delay of the completion of the Project, and may incur additional charges pursuant to the change order provisions hereof. 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 SOW.

- Assign a dedicated internal project manager 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 SOW have been satisfied.
- Define its own business objectives and requirements relevant to the Services.
- 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 SOW 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.
- Obtain all "Required Consents" that are necessary for Ricoh's performance of the Services. A "Required Consent" means any consent, license, permit or approval required to give Ricoh the right or license to access, use and/or modify the hardware, software, firmware and other products owned or used by Customer, without infringing the ownership or license rights (including patent and copyright) of the third party providers or owners of such products.
- Not use the Services for any unlawful purpose. Without limiting the foregoing, Customer shall not use the Services to (i) invade another person's privacy; post, transmit or disseminate material that is obscene, profane, pornographic, abusive, defamatory or otherwise offensive or objectionable, (ii) achieve unauthorized access to any computer systems, software, data, or any confidential or proprietary material of any other person, without the knowledge and consent of such person, (iii) upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material that is protected by copyright, or other proprietary right, without obtaining permission of the copyright owner or right holder, or (iv) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the use of any Service or the Internet, including, without limitation, posting or transmitting any information or software that contains a virus or other harmful or debilitating feature.
- Be solely responsible for the selection of the Services and deliverables that meet its needs. Customer is solely responsible for the results obtained from the use of the Services and deliverables, including Customer's decision to implement any recommendation concerning Customer's business practices and operations. Ricoh is not responsible for performing Customer's regulatory or management obligations; is not responsible for determining the requirements of laws applicable to Customer's business, including those relating to Services that Customer acquires under this SOW; and is not responsible for determining that Ricoh's provision of particular Services meets the requirements of such laws.
- Be solely responsible for (i) the selection and implementation of procedures and controls regarding access, security, virus protection, encryption, use and transmission of data, (ii) any data and databases entailed in the Services or any deliverable, and (iii) backup and recovery of any database and any stored data to prevent data loss due to any cause.



## **Professional Services Fees**

This is a Fixed Fee engagement. In consideration of the Services, Customer shall pay Ricoh the fees in the amounts and at the rates set forth as follows:

The total Fees for this Project shall be **\$8,375.00** ("Fees") not including hardware, software, sales tax, or hardware/software technical support. The purchase or lease of any hardware or software is independent from this SOW and therefore not contingent on Customer's acceptance of the Services performed.

Any changes to this SOW will require a Change Order executed and agreed upon by both parties. Ricoh cannot perform work outside of the scope of this SOW without an authorized Change Order signed by Customer.

## **Payment Schedule**

100% due on completion of User Acceptance Testing

Customer shall pay all amounts payable to Ricoh hereunder within thirty (30) days of the date of the invoice submitted by Ricoh. If Ricoh undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. Ricoh may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of Ricoh).

## **Budget Notes**

All costs are exclusive of applicable taxes.

This cost is valid for a period of 30 days from the cover date; after this date it may be revised.

## 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. Ricoh 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. 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. The obligations of the parties under this SOW that by their nature would continue beyond expiration, termination or cancellation of this SOW shall survive any such expiration, termination or cancellation.
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.** Customer shall 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 Customer's use of the Services and/or any software or web-based solution provided or contemplated under this SOW. 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. 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.

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 indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against 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 New Jersey, 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 USA, INC.**

By:		
Ricoh Internal Review Signature	Name and Title	Date

By:		
Ricoh Authorized Signature	Name and Title	Date

**CUSTOMER**

Name (Print)	Location

Authorized Signature	Title	Date

## Appendix A: NSI Autostore Express Specifications

### ***Recommended Minimum Requirements***

Make sure that your system meets the following minimum/recommended requirements for AutoStore 5.00 installation:

<b>Component</b>	<b>Requirement</b>
Operating System	<ul style="list-style-type: none"><li>• Windows XP Pro (latest SP)</li><li>• Windows Vista (latest SP)</li><li>• Windows 2003 Server 32 bit (latest SP)</li><li>• Windows 2008 Server 32/64 bit</li></ul>
Processor	<ul style="list-style-type: none"><li>• Minimum: 1GHz</li><li>• Recommended: 2GHz or faster</li></ul>
Memory	<ul style="list-style-type: none"><li>• Minimum: 512MB RAM</li><li>• Recommended: 2GB RAM or greater</li></ul>
Available Disk Space	<ul style="list-style-type: none"><li>• Minimum: 5GB</li><li>• Recommended: 10GB or greater</li></ul>



## ORDER AGREEMENT RICOH BUSINESS SOLUTIONS

DATE: 10/31/2012		TYPE OF SALE: Cash	
AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED			
<b>SHIP TO</b>		<b>BILL TO</b>	
Salesrep Name and Number: Nazzareno Tari & Nathan Aroonprapun		Salesrep Name and Number: Nazzareno Tari & Nathan Aroonprapun	
Install Branch Number:	Install Branch Name:	Order Taking Branch Number:	Order Taking Branch Name:
Account Number:		Account Number:	
Customer Name: City of Garden Grove		Customer Name: City of Garden Grove	
Address Line1: 11222 Acacia Parkway		Address Line1: 11222 Acacia Parkway	
Address Line2:		Address Line2:	
City: Garden Grove		City: Garden Grove	
County: Orange County	ST/ZIP: CA/92840	County: Orange County	ST/ZIP: CA/92840
Contact:		Contact:	
Phone/Fax: /		Phone/Fax: /	
email:		email:	
<b>BILLING INFORMATION</b>			
Lease Approval #	Party #	NATL/GSA Contract #	Tax Exempt #
Billing Method	Bill Start Date	PO #	PO Limit
			PO Expire Date

<b>SERVICE INFORMATION</b>			
Meter Collection Method	Service Location	Service Term	Service Zone
Meter Frequency	Bill Frequency	Lease Service	Monthly Minimum Meter

Product ID	Description	Quantity	Unit Price	Extended Price
PS-AREAPROJMGMT	Project Management Office Services	5		
PS-INSASEXPRESS	Installation - Nsi Autostore Express	50		
004957MIU	AutoStore Express (25 MFP License Pack) 1YR M&S	5		
004956MIU	AutoStore Express (25 MFP License Pack)	1		

Message		<b>Sales Sub Total</b> \$35,213.00		<b>Service Sub Total</b>	
Sub Total	Taxes	Order Total	Less Down Payment	Amount Due	
\$35,213.00		\$35,213.00		\$35,213.00	
<i>If no amount of taxes is shown above, applicable tax amounts will be determined and reflected on each invoice. In addition, any taxes shown above are estimated. Actual tax amounts, which may differ from the amounts stated above, will be determined and reflected on the invoice.</i>					

## ORDER AGREEMENT RICOH BUSINESS SOLUTIONS

### GENERAL TERMS AND CONDITIONS

- 1. Orders.** Customer may acquire products and maintenance services from Ricoh Americas Corporation ("Ricoh") by executing and delivering to Ricoh an Order Form for acceptance. If Customer has elected to execute a Lease Agreement, Customer shall be deemed to have consented to the assignment of the Lease Agreement and the Equipment by Ricoh to a third party Lessor and to enter into the Lease Agreement with such Lessor. These General Terms and Conditions shall be incorporated by reference into any Order Form, Lease Agreement or Maintenance Agreement; provided, however, that, in the event of any conflict between the terms of the Lease Agreement and these General Terms and Conditions, the terms of the Lease Agreement shall control and provided further that in the event that the Lease Agreement is assigned to a third party Lessor, the Lessor shall not be obligated to perform any of Ricoh's obligations under the General Terms and Conditions or Maintenance Terms and Conditions.
- 2. Pricing and Charges/Payment Terms.** Pricing for Maintenance Services may be adjusted by Ricoh on or after each one-year anniversary of the effective date of the Maintenance Agreement in an amount not to exceed twelve percent (12%). Unless otherwise specified in any Order Form, payment to Ricoh for products shall be net thirty (30) days from date of invoice. Customer shall pay Ricoh interest on any past due payment at the highest rate permitted by applicable law, not to exceed 1.5% per month.
- 3. Taxes.** Customer shall pay all sales and use taxes, personal property taxes and all other taxes and charges relating to the purchase, ownership, delivery, lease, possession or use of the Equipment or the provision of Maintenance Services, with the exception of any taxes on or measured by Ricoh's and/or Lessor's net income.
- 4. Limited Warranties.** Ricoh warrants to Customer that Maintenance Services shall be performed by Ricoh in a workmanlike manner and in accordance with industry standards. Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the 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 Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, or, (b) if the Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications or (c) if a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Equipment, or (d) if the Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT. THE WARRANTIES EXPRESSED HEREIN ARE EXCLUSIVE AND RICOH HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.
- 5. Limitation of Liability.** NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH SUCH PARTY) FOR LOST PROFITS, LOSS OF REVENUE, OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR ANY ORDER, OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. 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 PROVISION OF PRODUCTS AND THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE ONE-YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.
- 6. Governing Law.** These General Terms and Conditions and the Maintenance Terms and Conditions below shall be construed in accordance with and governed by the substantive laws of the State of ~~New Jersey~~; without regard to its conflicts of laws principles.
- 7. Entire Agreement.** These General Terms and Conditions and the Maintenance Terms and Conditions below constitute the entire agreement between the parties with respect to their subject matter and supersede all proposals, oral or written, and all other communications between the parties in relation to the Equipment. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in these General Terms and Conditions and any Order Form, Lease Agreement and/or Maintenance Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative that differ in any way from the terms of these General Terms and Conditions and any Order Form, Lease Agreement and/or Maintenance Agreement shall be given no force or effect.

California

### MAINTENANCE TERMS AND CONDITIONS

and the attached statement of work

- 1. Maintenance Service.** Ricoh agrees to provide to Customer, during Ricoh's normal business hours, the maintenance service necessary to keep the Equipment in, or restore the Equipment to, good working order in accordance with Ricoh's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual Equipment, as determined by Ricoh, and unscheduled, on-call remedial maintenance. For each unscheduled service call requested by the Customer, Ricoh shall have a reasonable time within which to respond. Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Ricoh. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Ricoh. Maintenance service provided under this Agreement does not assure uninterrupted operation of the Equipment. If available, maintenance service requested and performed outside Ricoh's normal business hours will be charged to the Customer at Ricoh's applicable time and material rates and terms then in effect, unless Ricoh and Customer have a written agreement providing for after-hours maintenance service. This Agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved. For purposes of these Maintenance Terms and Conditions, Equipment excludes any software and documentation described on the Order Form and/or incorporated or integrated in the Equipment.
- 2. Exclusions To Maintenance Service.** Maintenance service provided by Ricoh under this Agreement does not include: (a) Repair of damage or increase in service time caused by failure of Customer to provide continually a suitable installation environment with all facilities prescribed by Ricoh, including, but not limited to, the failure to provide, or the failure of, adequate electrical power, air-conditioning, or humidity-control; (b) Repair of damage or increase in service time caused by: accident; disaster, which shall include but not to be limited to fire, flood, water, wind, and lightning; and earthquake; neglect; power transients; abuse or misuse; failure of the Customer to follow Ricoh's published operating instructions; and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh; (c) Repair of damage or increase in service time caused by use of the Equipment for purposes other than those for which designed; (d) Replacement of parts which are consumed in normal Equipment operation, unless specifically included; (e) Furnishing supplies or accessories, painting or refinishing the Equipment or furnishing the material therefore, inspecting altered Equipment, performing services connected with relocation of Equipment or adding or removing accessories, attachments or other devices; (f) Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by use of incompatible supplies; (g) Complete unit replacement or refurbishment of the Equipment; (h) Electrical work external to the Equipment or maintenance of accessories, attachments, or other devices not furnished by Ricoh; (i) Increase in service time caused by Customer denial of full and free access to the Equipment or denial of departure from Customer's site. The foregoing excluded items, if performed by Ricoh, will be charged to Customer at Ricoh's applicable time and material rates then in effect.
- 3. Invoicing.** Charges for maintenance service hereunder will consist of a Basic Maintenance Charge, any applicable zone charge, and, if applicable, Meter Charges as stated below in this Agreement. In addition, Customer shall be responsible for paying all shipping and handling charges for toner, even if this Agreement is a toner inclusive contract as set forth on the Ricoh Order Form, in accordance with the terms stated on the invoice. The Basic Maintenance Charge may be invoiced in advance. The Meter Charge (if applicable) or other maintenance charges will be invoiced periodically in arrears. The Basic Maintenance and Meter Charges for a partial month's service will be prorated on the basis of a thirty (30) day month. Payment is required within the period stated on the invoice.
- 4. Engineering Changes.** Engineering changes, determined applicable by Ricoh, will be controlled and installed by Ricoh. Engineering changes which provide additional capabilities to the Equipment covered herein will be made at Customer's request at Ricoh's applicable time and material rates and terms then in effect.
- 5. Indemnification.** Except as otherwise provided in Section 5 of the General Terms and Conditions, Ricoh agrees to indemnify and hold Customer harmless from and against any loss, cost, damage, claim, expense, or liability as a result of injury or death of any person or damage to any personal property of Customer which such personal injury or damage arises out of or in connection with the sole negligence of Ricoh or its employees in the performance of this Agreement, provided Ricoh receives prompt written notice of such personal injury or damage, and provided further that Ricoh shall have the sole control of the defense of any such action and all negotiations for its settlement or compromise.
- 6. Term and Termination.** This maintenance agreement shall extend for a period of one (1) year from its commencement date and shall automatically renew for additional one (1) year period unless notice of nonrenewal is provided by either party within thirty (30) days of the initial or any renewal term. Notwithstanding the above, either party may terminate a maintenance agreement for failure of the other to comply with any of its terms and conditions in the event such noncompliance is





Quote:

## ORDER AGREEMENT RICOH BUSINESS SOLUTIONS

not cured within thirty (30) days after the provision of notice of such noncompliance. Maintenance service performed by Ricoh after the termination of a maintenance agreement shall be charged to Customer at Ricoh's applicable time and material rates and terms then in effect. Ricoh may suspend performance under any maintenance agreement if Customer is in default or in arrears in payments to Ricoh under this or any other agreement.

**7. Meter Charges.** If applicable, Customer also shall pay the monthly meter charges listed on the Order Form for each copy made on Equipment subject to this Agreement. The initial quarter following installation will include the first partial month (if applicable) and meter charges for such partial month will be prorated. Meter readings shall be provided on a quarterly basis by Customer at the request of Ricoh.

**8. Supplies.** If supplies are included in the service provided under this Agreement, Ricoh will supply black toner, ink and developer, unless otherwise stated in this Agreement, to Customer based upon normal yields. If Customer's usage of the supplies exceeds the normal yields for the equipment being serviced, Ricoh will invoice and Customer agrees to pay, for the excess supplies at Ricoh's current retail prices then in effect.

**9. @Remote Services.** Ricoh may, at its discretion and dependant upon device capabilities, provide remote meter reading and equipment monitoring services using its @ Remote solution. This may allow for the automation the meter reading and submission process, automatically place low toner alerts, automatically place service calls in the event of a critical device failure and to enable firmware upgrades. The meter count and other information collected by @ Remote ("Data") is sent on the Internet to remote servers some of which may be located outside the U.S. **@Remote cannot and does not collect your document content or user information.** Ricoh uses reasonably available technology to maintain the security of the Data; however, you acknowledge that no one can guaranty security of information maintained on computers and on the Internet. Ricoh retains full rights to the Data (but not your documents or information), which it or its authorized third parties may use to service your 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 market research consultants in a form that personally identifies you. Ricoh may dispose of the Data at any time and without notice. The @Remote 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 @Remote.

**10. Customer Obligations.** Customer shall provide a proper place for the Equipment in accordance with the environmental specifications of the manufacturer. Customer shall provide "360 degree" service access to the Equipment subject to Customer's usual security procedures and shall use the Equipment in accordance with the instructions of the manufacturer.

**11. Use of Ricoh Recommended Supplies.** Ricoh products are designed to provide optimal performance with Ricoh recommended supplies, including toner, developer and fuser oil. In the event Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, Ricoh may, at its option assess a surcharge or terminate any maintenance obligations. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition that Customer use only Ricoh brand supplies.

**12. Data Management Services.** Notwithstanding anything to the contrary set forth in this Agreement, 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 or resident in any Products serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Products and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer.



Quote:

# ORDER AGREEMENT

## RICOH BUSINESS SOLUTIONS

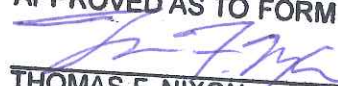
Accepted: RICOH AMERICAS CORPORATION 5 DEDRICK PLACE WEST CALDWELL, NJ 07006		Customer Name: City of Garden Grove	
By:	Title:	By:	Title:
		Print Name:	
Date Accepted:		Date Signed:	
Customer acknowledges that it has received copies of the Terms and Conditions of Sale or Lease Agreement and Maintenance Agreement, as applicable to this Order Agreement and acknowledges that such Terms and Conditions are incorporated into this Order Agreement.			

### UNCONDITIONAL GUARANTY

In consideration of Ricoh entering into the above Order Agreement (the "Agreement") in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Ricoh, its successors and assigns, the prompt payment and performance of all obligations under the above Agreement, which shall include all payments due under any Lease Agreement. The undersigned agree that (a) this is a guaranty of payment and not of collection, and that Ricoh can proceed directly against the undersigned without disposing of any security or seeking to collect from Customer, (b) the undersigned waive all defenses and notices, including those of protest, presentment and demand, (c) Ricoh may renew, extend or otherwise change the terms of the Agreement without notice to the undersigned and the undersigned will be bound by such changes, and (d) the undersigned will pay all of Ricoh's costs of enforcement and collection. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY. THIS GUARANTY WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY.

Personal: By: _____ (Individually) Address: _____ Social Security Number: _____ Date of Birth (MM/DD/YYYY): _____ Witness: _____	Personal: By: _____ (Individually) Address: _____ Social Security Number: _____ Date of Birth (MM/DD/YYYY): _____ Witness: _____
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**APPROVED AS TO FORM**

  
**THOMAS F. NIXON**  
 City Attorney  
 City of Garden Grove

DATED: 11/21/12