



**ADDENDUM NUMBER FIFTY-FIVE (55)
MASTER SERVICE AGREEMENT**

This Addendum Number Fifty Five (55) ("Addendum") is effective as of the 31st day of December, 2012 ("Addendum Effective Date") and amends the Master Service Agreement dated as of the 1st day of February, 2005, as amended ("Agreement"), by and between County of Nueces ("Customer") and Ricoh USA, Inc. (f/k/a IKON Office Solutions, Inc.)("Ricoh") as follows.

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

1. As of the Addendum Effective Date, the following pieces of Equipment shall be added to the Service Equipment list of Exhibit C-1 to the Agreement:

- a. One (1) Ricoh MP 4002SP Serial Number TBD
- b. One (1) Ricoh MP 2352SP Serial Number TBD

2. As of the Addendum Effective Date, the following pieces of Equipment shall be removed from the Service Equipment list of Exhibit C-1 to the Agreement:

- a. N/A

All Capitalized words used but not defined in this Addendum will have the meanings given to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force.

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

CUSTOMER NAME

RICOH USA, INC. (F/K/A IKON SOLUTIONS, INC.)

By: _____

By: _____

Name: Samuel L. Neal, Jr.

Name: _____

Title: Nueces County Judge

Title: _____

Date: _____

Date: _____

ATTEST: _____

**Diana T. Barrera
Nueces County Clerk**



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

Product Schedule

Product Schedule Number: 55

Master Lease Agreement Number: OS858

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

CUSTOMER INFORMATION

County of Nueces				Elsa Saenz			
Customer (Bill To) 2310 Gollihar Rd.				Billing Contact Name 901 Leopard St.			
Product Location Address Corpus Christi Nueces Tx 78415				Billing Address (if different from location address) Corpus Christi Nueces Tx 78401			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number 361 888 0448			Billing Contact Facsimile Number 361 888 0458		Billing Contact E-Mail Address elsa.saenz@co.nueces.tx.us		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	Ricoh MP 4002SP
1	Ricoh MP 2352SP

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$ 345.00	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
--	---	--	--

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

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: Ricoh represents that this Product Schedule reflects pricing as detailed in TASB buyboard proposal & award #379-11. Parties acknowledge that there are two (2) originals of this document, one original for County record purposes, to be filed with the County Clerk upon execution of both parties, the other original to be held by Ricoh. Document held with the County Clerk is not chattel paper and is non-negotiable.

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

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

ATTEST: _____
Diana T. Barrera
Nueces County Clerk



Work Order - US
Ricoh Americas Corporation

Table with 4 columns: Base Eq Model #, Base Eq Serial #, Email Address of PS Rep, Date of Services

Form containing Bill To Customer No., Pymt Method, Ship To Customer No., PO No., PO Date, Address, City, State, Zip, Customer Contact, Title, Phone, and other details.

Table with 2 columns: Professional Services Provided, Description of Services. Includes details about installation and connectivity services.

Table with 6 columns: Task, Oracle Code, Qty, Price, Ext. Price, Notes. Includes a row for 'PS-NSA-BEX-EXPRESS'.

This Work Order shall be effective as of the date of execution by both Ricoh and Customer. By signing below, the undersigned represent that they are duly authorized to enter into this Work Order on behalf of their respective entities.

Form for Customer and Ricoh Americas Corporation signatures, including Name, Title, and Date fields.

TERMS AND CONDITIONS

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

Customer engages Ricoh to perform the services described in this Work Order (the "Services"). Customer acknowledges and agrees that all or a portion of the Services may be provided by Ricoh's subsidiary, IKON Office Solutions, Inc.

Ricoh shall perform its Services in a professional manner. The Services do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications).

Except for purposes of this Work Order, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder, provided, however, that Ricoh may use general statistics relating to the Services 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.

TO THE EXTENT ALLOWED BY LAW W/O ESTABL. A SINKING FUND