

COLLEGE OF THE SEQUOIAS COMMUNITY COLLEGE DISTRICT
Board of Trustees Meeting
May 12, 2025

CONSENT CALENDAR

10

Master Lease Agreement with UBEO Business Services

Status:

Action

Presented by

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Vice President, Administrative Services

Issue

The current copier/printer lease and maintenance contract for College of the Sequoias Community College District is set to expire on July 1, 2025. The district leases 152 copier/printers from UBEO Business Services (previously Ray Morgan Company), which remain essential for supporting college operations. Beyond the leased equipment, UBEO also provides on-site support through a dedicated full-time employee, supporting both the 152 leased devices and an additional 180 district-owned copiers and printers, ensuring lightning-fast response times to end users since this employee sits in Copy and Mail, Monday - Friday, 8am to 5pm.

Background

The college has partnered with UBEO Business Services for copier/printer leasing and support successfully since 2013. The proposed five-year agreement introduces a comprehensive refresh, replacing all leased assets while transitioning previously leased printers to district ownership.

A key highlight of this agreement is the shift from Pharos UniPRINT to PaperCut MF for student printing. PaperCut MF is widely recognized as a leading print management solution for educational institutions. Adopting PaperCut MF eliminates the need to replace costly payment kiosks in college libraries, streamlining operations with a fully automated process.

Both the existing and new contracts leverage OMNIA Public Sector National Pricing (previously U.S. Communities). The proposed pricing reflects a 15% discount off OMNIA's published rates, a benefit secured through UBEO's deep partnership with Ricoh and their expertise in negotiating additional savings for College of the Sequoias Community College District.

The overall contract costs reflect a 7% cost increase over the previous agreement on a like-for-like basis, driven by inflation and higher interest costs over the past five years. Without additional support and cost reduction from Ricoh, the like-for-like agreement

would have been over 20% without adding any additional software or enhanced equipment.

The total proposed agreement reflects a 14% increase over the current contract, but includes additional features and capabilities the district does not have today, such as:

- **Advanced Wide Format Printing:** Brand new equipment and functionality for the Copy & Mail Center, enabling in-house production of posters, stickers, floor and wall graphics, and athletics printing—reducing reliance on expensive outsourcing. The expected revenue retained by avoiding outsourcing will substantially offset this increase.

Cost example 1: 4ft x 8ft Banner / Run of qty 10 banners on banner paper

- Total inhouse cost @ \$23.90 per piece
- Total Retail cost @ \$71.69 per piece (outsourced)

Cost example 2: 24 x 36" Poster / Run of qty 10 posters using high quality gloss paper and cutting on Graphtec

- Total inhouse cost @ \$9.24 per piece
- Total Retail cost @ \$27.71 per piece (outsourced)

The above estimates are based off our in-house Promethius Cost Analysis Calculator. According to one of our largest clients in this space, Lakeshore Learning, our calculations are within 2% of their “actual” costs. Lakeshore Learning (a \$501m company) has saved upwards of \$2 million dollars in 24 months by bringing their print in-house.

- **Transition to PaperCut MF:** A modern, streamlined print management system tailored for education which will also increase device security across all campuses and alleviate current challenges related to device deployment. This will also remove the necessity for potential extra software tied to Windows Protected Print, further enhancing cost savings.

OMNIA Public Sector contract information can be accessed at:

<https://www.omniapartners.com/suppliers/ricoh/public-sector/contract-documents#contract-397>

Financials:

- Copier/Printer Fleet Lease and Service (includes Canon Colorado and Graphtec Cutter)
 - \$33,814.38/m for 60 months on a Fair Market Value lease. Total cost over 60 months is \$2,028,862.80

Recommended Action

It is recommended that the Board of Trustees approve the Master Lease Agreement for 60-month (5 years) with UBEO Business Services.

EXHIBIT A SERVICE ORDER SCOPE OF WORK AND SERVICE LEVELS

The following shall apply to any Services provided by UBEO Business Services:

I. ONSITE MANAGED DOCUMENT SERVICES (“MDS”)

Managed Document Services

- ✓ Onsite Fleet Management Services
- ✓ Onsite Consumables Management Services

Personnel

UBEO Business Services shall provide such Personnel as necessary to perform the Services and to meet the Service Levels set forth within this Scope of Work.

- ✓ (1) Full-time (Onsite)

A. Fleet Management Services. As part of its Services set forth below, UBEO Business Services will manage the Covered Equipment at Customer locations to help Customer maximize the Covered Equipment's performance, uptime, utilization, and user satisfaction while helping Customer reduce costs.

1. Equipment Installation Management. For any UBEO Business Services - Provided Equipment (as defined in Exhibit B attached hereto) that is to be installed at Customer locations during the term of this Service Order, UBEO Business Services will utilize the agreed upon and mutually developed COS Device Deployment Process. In addition, an Implementation Plan will set forth the objectives, metrics, requirements and expected timeline of the UBEO Business Services-Provided Equipment Delivery, Installation and Configuration Services, along with the implementation and commencement of any other Services under this Service Order. UBEO Business Services will provide a Single Point of Contact (“SPOC”) to meet with Customer on a regular basis (as mutually determined by UBEO Business Services and Customer) to report of the progress of the Implementation Plan along with any necessary changes or support requirements.

Scope Description- consists of the installation of recommended equipment/solutions at the customer's site, the removal and return or disposal of old equipment, configuration of new technology including network information such as IP address, subnet mask, default gateways, asset labeling, printer driver setting management, device level programming, applicable software installation such as preparing PaperCut MF software.

Project Planning

- Team development (includes UBEO and customer stakeholders)
- Project scope development
- Roles and responsibilities for project team

Project Management

- Project objectives, metrics, deliverables, and timeline
- Communication procedures
- Quality control procedures
- Risk control procedures
- Change management procedures

Installation Processes

- Delivery to workplace
- Installation of hardware and accessories such as external finishers onsite
- Configuration for the customer's network
- Physical labeling of equipment
- PaperCut MF configuration for Student Lab MFPs

2. Equipment Asset Management Services. UBEO Business Services will perform an initial equipment inventory of all Customer equipment to determine what equipment is covered by this Service Order and will update the Schedules to this Service Order to reflect any Additional Equipment located during such inventory. Any equipment located during such inventory will be Covered Equipment under this Service

Order, except as expressly set forth in writing by Customer. After the initial equipment inventory, UBEO Business Services will continue to maintain and update the E-Automate Database to include the agreed upon equipment information (including model, ID number, serial number and equipment location) for all Covered Equipment. UBEO Business Services will obtain meter reads for all Covered Equipment automatically through our UDCA system or via our onsite employee.

Scope Description- provides customer with an improved office efficiency with a centralized device database through reduced cycle time required to update and search for device information, greater accountability and productivity, cost reduction through better equipment utilization, departmental/user asset and cost tracking, and through device metadata, update and add device information for IMAC-D activities.

3. Install, Move, Add, Change and Dispose (“IMAC-D”) Services. UBEO Business Services will record Covered Equipment IMAC-D data for any such actions with respect to the Covered Equipment [and Monitored Equipment] taken by UBEO Business Services as part of the Services via a shared master spreadsheet. UBEO Business Services will utilize the agreed upon and mutually developed COS Device Deployment Process for these occurrences. For any IMAC-D actions with respect to the Covered Equipment taken by Customer or any third-party vendor, Customer will provide such data to UBEO Business Services as is reasonably requested by UBEO Business Services, and UBEO Business Services will record such data to the extent such data is provided to UBEO Business Services by Customer or such third-party vendor, as applicable. UBEO Business Services will provide access to such IMAC-D data to Customer in periodic reports and upon Customer’s request.

Scope Description- provides customers with services to manage requests and ensure device efficiency. Also includes changes to mapping, device setting defaults or other configuration items resulting from a department that shares one device moving to another location with a differently configured device already in place.

IMAC-D Activities

- Assessing and designing services as required to fully understand machine move/install/upgrade requests and determine specific IMAC-D tasks required to address needs while maintain fleet optimization standards
- Inspecting location to identify customer preparations required for installation such as electrical supplies, floor space and network capabilities
- Removing and disposing of products including secure destruction of customer data and hard drives and environmentally sound disposal of machines and consumables
- Reporting continuously on fleet capturing changes in the configuration database

IMAC-D Triggers

- Approving and new machine order management
- Installing relocated or new machines added to the device layout
- Testing and reporting expected device performance after a configuration or installation
- Tagging assets

4. Service Level Management. UBEO Business Services will monitor and record any service calls on the Covered Equipment along with the Covered Equipment’s uptime and service call response times, to help ensure that UBEO Business Services are performing the Services in a manner that is designed to meet or exceed the agreed upon Service Levels as set forth in this Service Order or in any service contract with such third-party vendors. UBEO Business Services will make Service Level compliance data available to Customer in periodic reports and upon Customer’s request.

Scope Description- provides customers with services for proactive service delivery, increasing efficiency and allows consistent service levels across the entire fleet.

Service Level Monitoring

- Maintain and report compliance with service level requirements and Key Performance Indicators (KPI) with customer
- Analyzing data on incidents and ensuring service availability
- Provide trend information for key metrics
- Managing capacity and problem resolution
- Initiating appropriate actions to improve service levels through Service Improvement Plans (SIP)

5. Management Information Reporting. On a regularly scheduled basis, as mutually determined by UBEO Business Services and Customer, UBEO Business Services will provide reports to Customer. UBEO Business Services and Customer will mutually determine what information is to be included in the reports, the format of the reports, and who will require access to such reports.

Scope Description- reviews and analyzes data from components, and systems in order to obtain a true end-to-end view of service achievement against contracted Service Level Agreements and includes providing automated and accurate data gathering, processing data into required formats, transforming data into trend analysis and customer satisfaction reporting.

Information Gathered

- Service Level Targets, achievements and customer satisfaction survey results
- KPI targets and achievements
- Volume Analysis reports
- Utilization reports
- Service Events
- IMAC-D activities
- Asset overview

6. Equipment Training Services. UBEO Business Services will provide basic operator training on the UBEO Business Services -Provided Equipment and the UBEO Business Services MDS tools and processes provided under this Service Order as mutually determined by UBEO Business Services and Customer. Such training will be delivered through various methods, which may include in-person training, webinar training and recorded video or screencast sessions.

Scope Description- provides training services carried out by specialized trainer, or onsite specialist for all hardware and software to facilitate a successful change management process.

Training Activities

- End User Basic Operation- provides end users with hardware functionality training
- End User Basic Software Operation-provides end users with training to understand the basic functions of software solution products within a working environment, maximizing the software solution benefits
- End User Advanced Software Functionality- provides end users with an understanding of the more advanced features and functions of a specific software solution and how to use these functions within a working environment
- End User Advance Connected Product- covers all advanced features and functionalities on products connected to the customer IT network environment that are not covered in the basic training
- Key Operator- provides training on the products, covering advanced functionalities, and features, troubleshooting and minor problem solving
- Network Connectivity Administrator- ensures that network and system administrators can manage, and monitor products connected to the IT network environment

B. Consumables Management Services. UBEO Business Services will monitor the inventory of supplies for the Covered Equipment and will order such supplies, from either UBEO Business Services or the applicable Customer third-party vendor, for delivery on a “just in time basis” at all Customer locations. Customer shall provide the necessary business terms and ordering information for any applicable Customer third-party vendors to allow UBEO Business Services to order such supplies. It is Customer’s obligation to comply with any Customer third-party vendor contractor or supply contracts. UBEO Business Services shall not assume any liability or obligations under any third-party vendor service or supply contracts.

Scope Description- proactively manages customer consumables needs with an automated toner replenishment system and a centralized on-site inventory. Services provided include establishing minimum and maximum supply levels per device or location to determine ordering needs, ordering and delivering toner, and returning empty toner cartridges supporting sustainability and environmental policies.

II. EQUIPMENT REPAIR AND MAINTENANCE, SUPPLIES AND SOFTWARE SUPPORT

A. Equipment Repair and Maintenance Services.

1. Description of Services. UBEO Business Services will, during Normal Operating Hours, repair or replace in accordance with the terms and conditions of this Service Order any part of the Covered Equipment which does not perform according to manufacturer specifications ("Equipment Repair and Maintenance Services"). UBEO Business Services will perform Preventative Maintenance ("PM") in accordance with the manufacturer's suggested schedule. UBEO Business Services will make commercially reasonable efforts to perform all PM visits during Normal Operating Hours and in a manner not to interrupt the normal operations for Customer. Replacement parts will be furnished on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Covered Equipment, UBEO Business Services shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Covered Equipment.

2. Service Levels. UBEO Business Services agrees to meet the following Service Levels:

Quarterly Average Response Time

UBEO Business Services will provide a one-hour (1) phone response to service calls measured from receipt of the Customer's call. UBEO Business Services service technicians will meet a four (4) hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a UBEO Business Services service center. Response time is measured in aggregate for all Equipment covered by the Service Order.

Uptime

UBEO Business Services-Provided Equipment will operate in accordance with the applicable manufacturer's specifications and will be serviced in a manner designed to meet a minimum quarterly uptime average of ninety-five percent (95%), which shall be calculated based upon an eight-hour day and exclude normal preventive maintenance time and downtime attributable to Customer's negligence.

In the case of an element of the Service Levels not being achieved a resolution or remedy process is to be engaged. A resolution or remedy will be documented by a corrective action plan tied to an agreed upon timeline to bring the services within targeted standards. The primary indicator of a problem unit of UBEO Business Services Equipment is consistent failure to achieve the minimum required 95% uptime. Should the uptime of a specific piece of UBEO Business Services Equipment fall below the ninety-five percent (95%) target, UBEO Business Services will perform an in-depth evaluation and repair the problem unit to remedy the situation. The unit will then be closely monitored by UBEO Business Services and if, over the next forty-five (45) day period the ninety-five percent (95%) target is not achieved and the Customer requests a replacement, UBEO Business Services will replace the UBEO Business Services Equipment at no expense.

B. Parts and Supplies. UBEO Business Services will provide certain supplies in connection with its Equipment Repair and Maintenance Services in accordance with the following Service Coverage plans:

Gold Level	Maintenance		Consumables		Additional Supplies	
	Parts	Labor	Toner, Ink	Preventative Maintenance Kits	Staples	Paper
	YES	YES	YES	YES	YES	No

The corresponding Service Coverage plan applicable to each unit of Covered Equipment will be identified, as appropriate, on Schedules 1-2. Any supplies provided by UBEO Business Services in connection with its Equipment Repair and Maintenance Services for Equipment covered under this Service Order will be provided in accordance with manufacturer's specifications.

C. Software Support. UBEO Business Services will, during Normal Operating Hours, provide support for software supplied by UBEO Business Services ("Software Support"). Software Support is advice by telephone, email or via UBEO Business Services or the software developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults (remotely or by attendance on site as determined by UBEO Business Services).

EXHIBIT B TO SERVICE ORDER
MASTER AGREEMENT – EQUIPMENT DEFINITIONS AND TERMS

A. Covered Equipment. “Covered Equipment” shall mean all UBEO Business Services-Provided Equipment, Customer-Provided Equipment and Third-Party Equipment, as set forth below.

- 1. UBEO Business Services-Provided Equipment.** “UBEO Business Services-Provided Equipment” shall mean all equipment leased by Customer (“Leased Equipment”) from UBEO Business Services or a UBEO Business Services leasing partner pursuant to a lease agreement, along with any equipment provided by UBEO Business Services (“Included Equipment”) as part of the Services and set forth on Schedule 1 attached hereto. Unless otherwise provided in writing by Customer at the time of order, any additional equipment leased by the Customer pursuant to a Master Lease Agreement made pursuant to the Contract during the term of this Service Order shall be considered Leased Equipment and added to this Service Order as Covered Equipment. All Included Equipment shall remain the property of UBEO Business Services or UBEO Business Services assignee, and Customer shall have no right, title or interest in or to the Included Equipment other than as expressly set forth herein.
- 2. Customer-Provided Equipment.** “Customer-Provided Equipment” shall mean all equipment owned by Customer and set forth on Schedule 2 attached hereto that will be covered by the Services. All Customer-Provided Equipment shall remain the property of Customer, and UBEO Business Services shall have no right, title or interest in or to the Customer-Provided Equipment.

SCHEDULE 1 TO SERVICE ORDER **MASTER AGREEMENT - UBEO BUSINESS** **SERVICES-PROVIDED EQUIPMENT**

Included Equipment:

Campus	Bldg	Department	New Model
Visalia	BLOK 902	Copy & Mail Wide Format	Canon Colorado/Graphtec Cutter
Hanford	Hanford E66	Education Center Lab 1	IMC 3510
Visalia	Kaweah 264A	Art Lab	IMC 3510
Visalia	Kern 712A	Business Lab 2	IMC 3510
Visalia	LODGPL 203	Library 2 Computer Lab	IMC 3510
Visalia	LODGPL 1st fl	Library Commons Lab	IMC 3510
Visalia	LODGPL 1st fl	Library Research Lab	IMC 3510
Visalia	SYCMOR 107	FYE/SSP Lab	IMC 3510
Tulare	Tulare A207E	Library Copy Area	IMC 3510
Tulare	Tulare B122	Arch 1 Lab	IMC 3510
Tulare	Tulare B123	Arch 2 Lab	IMC 3510
Hanford	HNFD WK117	Vocational Ed	IMC 3510
Visalia	HOSPRK 101	Nursing Office	IMC 3510
Tulare	Tulare A107D	CTE Workroom	IMC 3510
Visalia	SEQ 3E	Foundation	IMC 3510
Visalia	ALPINE 2C	Student Services Dean 2	Ricoh IM 370F
Visalia	JMUIR 134	Science Dean	Ricoh IM 370F
Visalia	KERN 738	Work Experience	Ricoh IM 370F
Visalia	ALTAPK 1003	FOOD SVCS	Ricoh IM 370F
Visalia	KERN 716	Dean of Business, CFS & SS	Ricoh IM 370F
Visalia	KERN Hallway	Paralegal Admin and Justice	Ricoh IM 370F
Visalia	SYCMOR 102	Audio Visual	Ricoh IM 370F
Tulare	Tulare A207L	Library Office	Ricoh IM 370F
Visalia	Tulare C101	Welding	Ricoh IM 370F
Tulare	Tulare L102	Maintenance and Ops	Ricoh IM 370F
Tulare	Tulare LH101	Pavilion	Ricoh IM 370F
Tulare	Tulare NM101	Horticulture Nursery	Ricoh IM 370F
Visalia	Tule 550A	Dean of Language Arts	Ricoh IM 370F
Visalia	SEQ 4	Purchasing PC 2	Ricoh IMC 300F
Visalia	SEQ 10	Access & Ability Center	IM 4000
Visalia	Cedar 424	Industrial Technology Lab 5	IM 4000
Visalia	Tule 551C	Language Arts Admin	IM 4000
Visalia	Giant Forest	Student ASB Lab	IM 4000
Hanford	Hanford 105	Vocational Ed Lab 1	IM 4000
Visalia	HOSPRK 110	Nursing Lab 1	IM 4000
Visalia	JMUIR 115	Physical Therapy Lab 1	IM 4000
Visalia	Kaweah 202A	Math Lab 1	IM 4000
Visalia	Kaweah 204A	Math Lab 2	IM 4000
Visalia	TULE 503	CFS Fashion	IM 4000
Visalia	Kern 717	Business Lab 3	IM 4000
Visalia	Kern 718	Business Lab 4	IM 4000
Visalia	Kern 719	Business Lab 5	IM 4000
Visalia	Kern 738	Language Arts Lab	IM 4000
Visalia	LODGPL 1st fl	Library 1st Floor	IM 4000
Visalia	LODGPL 1st fl	Library 2	IM 4000
Hanford	Handord PS18	Police Academy PC 4	IM 4000
Tulare	Tulare B117	Language	IM 4000
Visalia	Alpine 2	TRIO Office	IM 4000
Visalia	BLOK 901	Facilities Downstairs	IM 4000

Visalia	Cedar 426	Industrial Technology	IM 4000
Visalia	ESS	Tutorial Center	IM 4000
Visalia	GNTFST 123	Student ASB	IM 4000
Visalia	JMUIR 124	Mesa Admin	IM 4000
Visalia	JMUIR 125	Nursing PTA	IM 4000
Visalia	JMUIR 224	Science	IM 4000
Visalia	Kaweah 206A	Math Admin	IM 4000
Visalia	KERN 713D	Business Copy Room	IM 4000
Visalia	KERN 730	Workroom Social Science Admin	IM 4000
Visalia	KERN 733D	Language Arts	IM 4000
Visalia	LODGPL 210	Library Admin	IM 4000
Visalia	Morro 110	Athletics	IM 4000
Visalia	SEQ 101	Student Services Dean	IM 4000
Visalia	SEQ 102	Accounts Receivable	IM 4000
Visalia	SEQ 103	Student Services Counseling	IM 4000
Visalia	SEQ 104	Welcome CTR	IM 4000
Visalia	SEQ 106	Veterans Office	IM 4000
Visalia	SEQ 108	CAL WORKS / WIA	IM 4000
Visalia	SEQ 108	OPS	IM 4000
Visalia	SEQ 156	Student Services Lab	IM 4000
Visalia	SEQ 157	Foster Care Nextup Program	IM 4000
Visalia	SEQ 17	Accounts Payable	IM 4000
Visalia	SEQ 2	Payroll	IM 4000
Visalia	SIERRA 805	Music	IM 4000
Visalia	SYCMOR 109	FYE/SSP	IM 4000
Visalia	SYCMOR212	Social Science	IM 4000
Tulare	TULARE B230	TULARE B230	IM 4000
Visalia	Tule 504A	CFS	IM 4000
Visalia	WLVRTN 115	Computer Services PC 1	IM 4000
Visalia	BLOK 903	District Police	IM 4000
Visalia	GNTFST 116	Health Center	IM 4000
Visalia	SEQ 105	Financial Aid	IM 4000
Tulare	Tulare A104	Student Services	IM 4000
Tulare	Tulare B101	TULARE B101	IM 4000
Tulare	Tulare D106	Computer Lab	IM 4000
Tulare	Tulare A207B	Library Copy Area	IM 4000
Tulare	Tulare B119	Computer Lab 2	IM 4000
Tulare	Tulare B120	Computer Lab 3	IM 4000
Tulare	Tulare B220	Computer Lab 4	IM 4000
Tulare	TULARE D105	Lab	IM 4000
Visalia	SEQ 107	ADMISSIONS	IM 4000
Visalia	SEQ 1N	Admin	IM 6000
Visalia	SEQ 5	Human Resources	IM 6000
Hanford	Hanford PS25	Center Division	IM 6000
Hanford	Hanford PS25	Police Academy	IM 6000
Visalia	BLOK 902	Copy & Mail 3	PRO 8400S
Visalia	BLOK 902	Copy & Mail 2	PRO 8410S
Visalia	BLOK 902	Copy & Mail 1	PRO 8410S
Visalia	BLOK 902	Copy & Mail	PRO C7500

SCHEDULE 2 TO SERVICE ORDER MASTER AGREEMENT - CUSTOMER-PROVIDED EQUIPMENT

Customer-Provided Equipment:

Campus	Bldg	Department	ID#	Model
Hanford	Hanford Hub	Administration	514873	IM550F
Visalia	SEQ 103	Student Services Counseling PC 5	177344	SP3710
Visalia	SYCMOR 109D	FYE/SSP PC 2 Counselor	177345	SP3710
Tulare	Tulare Annex	HVAC	177346	SP3710
Visalia	SEQ 103	Student Svc Counseling Front Desk	177347	SP3710
Visalia	SEQ 103	Student Svc Counseling Adjunct	177348	SP3710
Visalia	SEQ 102	Accounts Receivable PC 1	177349	SP3710
Visalia	SEQ 107	Admissions PC 5	177350	SP3710
Visalia	BLOK 902	Copy & Mail Office	177351	SP3710
Visalia	SEQ 103	Student Services Counseling PC 2	177352	SP3710
Tulare	Tulare A101	Counseling PC 2	177338	SP3710
Tulare	Tulare A102	Counseling PC 1	177339	SP3710
Tulare	TULARE A204	Computer Services PC1	177340	SP3710
Tulare	Tulare A104	Student Services Counter	177341	SP3710
Tulare	Tulare A109	Admin PC 1	177342	SP3710
Tulare	Tulare A103	Access & Ability Center PC 1	177343	SP3710
Visalia	Morro 110G	Athletics PC 1	177319	SP3710
Visalia	SYCMOR 109C	FYE/SSP PC3 Counselor	177320	SP3710
Visalia	SEQ 102	Accounts Receivable PC 2	177321	SP3710
Visalia	SEQ 112	Cal Works Student Printing	177322	SP3710
Visalia	Morro 110G	Athletics PC 2	177323	SP3710
Visalia	Valley Oak 1	Grounds Maintenance	177324	SP3710
Visalia	SEQ 102	Accounts Receivable PC 3 Cashier	177325	SP3710
Visalia	BLOK 902	Copy & Mail UPS	177326	SP3710
Visalia	SYCMOR 109A	FYE/SSP PC1 Counselor	177327	SP3710
Visalia	SEQ 108	EOPS Student Printing	177328	SP3710
Visalia	Kern 732A	ELI PT Counselors	177330	SP3710
Visalia	LODGPL	Library PC 3	177331	SP3710
Visalia	Kern 713F	Business Division Chair PC 3	177332	SP3710
Visalia	LODGPL 1st fl	Library PC 4	177334	SP3710
Visalia	LODGPL 1st fl	Library PC 1	177335	SP3710
Visalia	SEQ 103	Student Services Counseling	177336	SP3710
Visalia	SEQ 17	Accounts Payable PC 4	177337	SP3710
Visalia	SEQ 108	CAL WORKS	177329	SP3710
Visalia	WLVRTN 115	Computer Services Tech PC 2	177333	SP3710
Hanford	Hanford	Police Academy PC 2 BLACK	177211	SPC360
Tulare	Tulare A207N	Access & Ability Center PC 2	177210	SPC360
Visalia	SEQ 103	Student Services Counseling PC 9	177208	SPC360
Visalia	GNTFST 116	Health Center PC 1	177205	SPC360
Visalia	JMUIR 133	Science Dean	177204	SPC360
Visalia	SEQ 2	Payroll PC 2	177209	SPC360
Visalia	Kern 711B	Business PC 2	177206	SPC360
Visalia	SEQ 108	EOPS PC 1 (LOANER)	177207	SPC360
Visalia	JMUIR 223	Math Lab 3	165049	MP3055SP-RS
Tulare	Tulare Annex	Health Center Annex PC 1	99241	SP3500N-R
Visalia	SEQ 103	Student Svc Counseling Adjunct	111154	SP3500N-R
Tulare	Tulare	Tulare Cashiers PC1	132530	SP3500N-R
Visalia	Kern 718D	Business , Susan Mazzola	142620	SP3600DN
Visalia	Cedar 426	Ind / Tech Auto Shop LOANER BLACK	132508	SPC250DN
Visalia	SEQ 17	Accounts Payable	203410	DRG2110
Visalia	SEQ 17	Accounts Payable	209192	DRG2140
Visalia	SEQ 107	Admissions PC 9	515016	HP E40040DN
Visalia	SEQ 107	Admissions PC 10	515017	HP E40040DN
Visalia	Meadow Lane 105	Giant Marketplace PC 4	203498	HP E40040DN
Visalia	Meadow Lane 105	Giant Marketplace PC 3	203497	HP E40040DN
Visalia	Meadow Lane 106	Giant Marketplace PC 1	203495	HP E40040DN
Visalia	Meadow Lane 104	Giant Marketplace PC 5	203494	HP E40040DN
Visalia	Meadow Lane 105	Giant Marketplace PC 2	203496	HP E40040DN
Hanford	Hanford Hub 120	Counseling PC4	506772	HP E40040DN
Hanford	Hanford Hub 119	Counseling PC3	506770	HP E40040DN
Visalia	ESS 149	Educational Support Services PC 2	506774	HP E40040DN
Hanford	Hub 116	Counseling 116 PC1	506769	HP E40040DN
Hanford	Hub 118	Counseling 118 PC2	506773	HP E40040DN
Visalia	ESS 113	Educational Support Services PC 1	506775	HP E40040DN
Visalia	SEQ 10B	Student Services PC 1	506776	HP E40040DN
Hanford	HNFD WK117	Provost Office	506601	HP E45028

Visalia	SEQ 5	Human Resources PC1	506736	HP E45028
Hanford	Hanford PS27	Director of Paramedics	506926	HP E45028
Visalia	SEQ 109	Admissions Dean BLACK	514858	HP E45028
Hanford	Hanford PS29	Fire Academy	515051	HP E45028DN
Visalia	SEQ 105	BIT Consultant / Trainer Matriculation	524959	HP E45028DN
Visalia	Alpine 2	TRIO	514827	HP E47528
Visalia	SEQ 107	Admissions PC 3	180455	HP E50145
Visalia	Tule 550A	Dean of Arts and Letters	165100	HP E55040
Visalia	SEQ 17	Accounts Payable	203411	HP E55040
Visalia	SEQ 107	Admissions PC 7	162439	HP E60055
Visalia	SEQ 107	Admissions PC 8	181495	HP M404
Tulare	Tulare B227	Biology	187976	HP M404
Hanford	Hanford PS24 A	Police Academy Testing	187531	HP M404
Visalia	KERN 738E	Director Apprenticeship Program	187532	HP M404
Visalia	KERN 738C	Apprenticeship Program	162888	HP M404
Visalia	KERN 733D	Student Success Center	209189	HP M404
Hanford	Hanford PS24C	Hanford Police Academy PC 1	203721	HP M428
Visalia	Monache	Maintenance PC 1	203575	HP M428
Visalia	Monache 910	Maintenance Printer	187969	HP M428
Visalia	Monache 931	Maintenance Plumber	187970	HP M428
Visalia	GNTFST 123	Student Activities & Affairs	181868	HP M454
Visalia	Alpine 2E	TRIO Director	122961	HP M479
Visalia	SEQ 107	Admissions Director	203750	HP M479
Visalia	SEQ 109	Student Services Admin Assistant BLACK	203635	HP M479
Visalia	SEQ 17	Accounts Payable PC 3 (MICR)	203272	HP M507DN MICR
Visalia	SEQ 8B	Access & Ability Testing Center	168117	HP P57750
Visalia	SEQ 12A	Access & Ability PC 6 High Tech Center	203982	IC MF1127
Tulare	Tulare E105	Tulare Adjunct Office	524957	IM 4000
Tulare	Tulare F103	Tulare I & T Office BLACK	524956	IM C4510
Visalia	Kern 733	Student Success Lab	209186	IM4000-RS
Visalia	Meadow Lane	Giant Marketplace	203345	IMC3500
Visalia	231 s. Kelsey	TRC OFFSITE	506619	IMC3500
Visalia	Blue Oak	Custodial Manager	181266	MC250
Visalia	KERN 744	Maintenance Manager	181320	MC250
Visalia	KERN 720A	Computer Services PC 1	141714	MPC307-RS
Visalia	SEQ 1	Planning & Research PC 1	142797	MPC307-RS
Visalia	Kern 733	Student Success Lab 1	115965	MPC401
Visalia	Morro 110	Student Success Lab 2	115988	MPC401
Visalia	TRAVELING	Traveling Printer Sofia Cook ESL	165071	SP330DN
Visalia	TRAVELING	Traveling Printer Sofia Cook ESL 2	165054	SP330DN
Visalia	Tulare	S/B Vtech High School	177201	SP330DN
Visalia	Kaweah 214B	Art Gallery	181004	SP3710
Visalia	Blue Oak	Custodial Office	177431	SP3710
Visalia	SEQ 1G	Administration Vice President	162471	SP3710
Visalia	SEQ 1	Administration PC 1	162469	SP3710
Visalia	Morro 107F	Athletics PC 4	165097	SP3710
Visalia	SEQ 157	Foster Care Program Reception	165474	SP3710
Visalia	SEQ 157B	Foster Care Nextup Program PC 2	165472	SP3710
Visalia	SEQ 157 E	Foster Care YESS Program	165475	SP3710
Visalia	SEQ 157A	Foster Care Nextup Program PC 1	165473	SP3710
Visalia	Kern 716B	Dean of Business PC2	177001	SP3710SF
Visalia	GNTFST 116	Health Center PC 2	132519	SP4510DN
Visalia	SEQ 9	Transfer & Career Center / Career Services	132400	SP4510DN
Visalia	SEQ 8	Access & Ability Center PC 1	132403	SP4510DN
Visalia	SEQ 105	Financial Aid PC 1	132518	SP4510DN
Visalia	SEQ 105	Financial Outreach PC 1	132517	SP4510DN
Visalia	SEQ 9C	Student Services Counseling PC 13	132525	SP4510DN
Visalia	SEQ 4	Purchasing PC 1	132529	SP4510DN
Visalia	JMUIR 124	MESA PC 1	141766	SP4510DN
Visalia	SEQ 2	Payroll Check Printer PC1 MICR	153729	SP4510DN MICR
Visalia	SEQ 105	Financial Aid PC 4	165419	SP6430
Visalia	JMUIR 725	Physical Therapy 1	142735	SPC262DNW
Tulare	Tulare NM101	Tulare Nursery Management	153619	SPC262DNW
Visalia	Hanford PS29	Access & Ability PC 5	162437	SPC262DNW
Visalia	LODGPL	Welcome Center PC 4	165066	SPC262DNW
Visalia	SEQ 102	Language Arts PC 3	165070	SPC262DNW
Visalia	HOSPRK 113	Chem Lab (REALM)	142911	SPC262SFNW
Visalia	JMUIR 132	Physical Therapy Lab 2	141984	SPC262SFNW
Visalia	JMUIR 214	Paralegal / Business	142994	SPC262SFNW
Visalia	KERN 711A	Athletics Sports Medicine	153622	SPC262SFNW
Visalia	Moorro 107A	PTA Lab	165330	SPC262SFNW
Tulare	Tulare Annex	Ind Tech - Moved to Copy and Mail 1/30/25	141985	MP3055SP-RS
Hanford	HNFD WK117	REALM Grant	140231	SPC435DN
Visalia	WLVRTN 115	Computer Services Tech PC2	R-105101	HP 4200
Visalia	Morro P108B	Athletics PC 7	162444	HP M402
Tulare	Tulare Annex	Tulare Nursery Management	162445	HP M402

Hanford	ED 1	Hanford Tutorial Center	162481	HP M402
Visalia	Morro 108B	Athletics PC5	122177	HP M402
Visalia	SEQ 107	Admissions PC 1	162728	HP M402
Visalia	SEQ 17	Accounts Payable PC 2 (MICRO TONER)	111112	HP P3015
Visalia	LODGPL	Access & Ability Center PC4	102993	SP3500N-R
Visalia	JMUIR 137	Science PC1	105030	SP3500N-R
Visalia	Kern 718B	Business PC 4	105106	SP3500N-R
Visalia	Kaweah 204A	Math PC 2	105151	SP3500N-R
Hanford	Sawtth 302J	Green Room PC1	105667	SP3500N-R
Visalia	SEQ 108	EOPS PC 3	105668	SP3500N-R
Visalia	SEQ 108	EOPS PC 4	105818	SP3500N-R
Visalia	SEQ 108	EOPS PC 5	112346	SP3500N-R
Visalia	SEQ 103	Student Services Counseling PC 6	111103	SP3500N-R
Visalia	SEQ 106	Veterans Counselor	111102	SP3500N-R
Visalia	LODGPL	Access & Ability Center PC8	100310	SP3500N-R
Visalia	Sawtth 320A-T	Box Office	111880	SP3500N-R
Visalia	SEQ 103	Student Services Counseling PC4	111105	SP3500N-R
Visalia	SEQ 106	Veterans Services Coordinator	105000	SP3500N-R
Visalia	SEQ 103	Student Services Counseling PC3	111106	SP3500N-R
Visalia	Morro 110 K	Athletics PC3	115847	SP3500N-R
Visalia	Tule 502B	CFS PC 2	115843	SP3500N-R
Tulare	Tulare B209	Science PC 2	115844	SP3500N-R
Visalia	Kern 711F	Business PC5	115845	SP3500N-R
Visalia	JMUIR 131	MESA PC 2	111879	SP3500N-R
Visalia	Tulare B102	Division Chair	115848	SP3500N-R
Visalia	LODGPL 128	Access & Ability Center PC9	115739	SP3500N-R
Visalia	Kern 711E	Business PC 6	132538	SP3500N-R
Visalia	SEQ 103	Stud. Serv. Counseling PC 1	115941	SP3500N-R
Visalia	Kern 711C	Business PC 7	132540	SP3500N-R
Visalia	SEQ 103	Stud. Serv. Counseling PC 8	112148	SP3500N-R
Visalia	Kern 738B	Work Experience	115987	SP3500N-R
Visalia	SEQ 108	EOPS PC 7	115834	SP3500N-R
Visalia	JMUIR 113	Science PC 2	121422	SP3500N-R
Visalia	LODGPL	Access & Ability Center PC14	132411	SP3500N-R
Visalia	Kern 718 A	Business PC 8	132539	SP3500N-R
Visalia	SEQ 8B	Access & Ability Center PC13	132408	SP3500N-R
Visalia	SEQ 9K	Access & Ability Center - Writing	132410	SP3500N-R
Visalia	LODGPL 116B	Access & Ability Center PC12	132402	SP3500N-R
Visalia	LODGPL	Access & Ability Center PC3	132401	SP3500N-R
Visalia	SEQ 1C	Administration PC 3	132379	SP3500N-R
Visalia	GNTFST 204A	Transfer Ctr PC 2	132387	SP3500N-R
Visalia	SEQ 101	Student Services Dean	132381	SP3500N-R
Visalia	SEQ 103	Student Services Counseling PC 7	132380	SP3500N-R
Visalia	GNTFST 204	Transfer Ctr PC 3	132384	SP3500N-R
Visalia	SEQ 104	Welcome CTR PC 2 Student Printing	132382	SP3500N-R
Visalia	GNTFST 204	Transfer Ctr PC 1	132383	SP3500N-R
Visalia	SEQ 106	Curriculum Coordinator	140129	SP3500N-R
Visalia	SEQ 108	EOPS PC11	140307	SP3600DN
Visalia	SEQ 108	EOPS PC 9	140309	SP3600DN
Visalia	SEQ 108	EOPS PC 8	140310	SP3600DN
Visalia	SEQ 108	EOPS PC 10	140308	SP3600DN
Visalia	Utility Plant	Safety Compliance Office	141556	SP3600DN
Visalia	Tule 569	Puente Center Counselor	153981	SP3600DN
Visalia	SEQ 5	SEQ 5 Human Resources PC 1	506736	HP E45028DN
Visalia	Kern 716C	Dean of Business, CFS & SS	105011	HP 4700
Visalia	MORO 110D	Athletics Director	102992	SPC242DN
Visalia	SEQ 104	Welcome CTR PC 1	105193	SPC242DN
Visalia	SEQ 8	Access & Ability PC 11	132509	SPC250DN
Visalia	SEQ 105	Financial Aid PC 2	132513	SPC250DN
Visalia	ALPINE 2	Admissions PC 6	132404	SPC250DN
Visalia	GNTFST 202	Nursing Counseling BLACK	140403	SPC252DN
Visalia	JMUIR 124	MESA	141767	SPC252DN
Visalia	SEQ 101	Student Services Dean	142968	SPC440DN
Hanford	Hanford E92	Math Lab	165050	MP3055SP-RS
Tulare	Tulare B121	Math Lab	165051	MP3055SP-RS
Visalia	LODGPL	Access & Ability Center PC2	132393	MP3054
Visalia	SEQ 9	Student Svc Transfer Ctr	132388	MP3054
Visalia	Tule 569	Puente	121866	MP3054
Visalia	LODGPL 1st fl	LRC Lab	140366	MP3054
Hanford	HANFORD	Writing Lab 1	142762	MP3055SP-RS
Visalia	Kaweah 251F	Faculty Office	142989	MP3055SP-RS
Visalia	Kern 737 D-G	Adjunct Faculty Breakroom	177486	MP4055SP-RS
Visalia	Blue Oak 901	Facilities Dean Upstairs	141949	MPC2504
Tulare	Tulare	COS Training Center	132515	MPC3503-R
Tulare	Tulare A108	Tulare Admin	153621	MPC3504-RS
Visalia	ALPINE 2D	Student Services Evaluator	141894	MP3015PF-R

Visalia	ESS BLDG	Language Arts PC 3	153996	SP377SFNWX
Visalia	BLOK 902	Warehouse Bay	132392	MP301SPF-R
Hanford	Hanford	Health Center PC 1	141596	SPC252SF
Visalia	SEQ 9J	Access & Ability Adjunct Counseling	141700	SPC252SF
Tulare	Tulare	Tulare Health Center	141597	SPC252SF

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

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

UBEO BUSINESS SERVICES

By: _____

Name: _____

Title: _____

Date: _____



3131 Esplanade, Chico, CA 95973

PH: (530) 343-6065

FAX: (530) 343-9470

MAINTENANCE AGREEMENT

Date:

4/16/2025

Contract #

UBEO Account Rep:

Michelle Odell

Purchase Order#

(Include hard copy if PO is required)

BILL TO: R-4195789-3451084

Company Name:	College of the Sequoias Community College District		
Department:			
Address:	915 S Mooney Blvd		
City:	Visalia	County:	TULARE
State:	CA	Zip:	93277
Phone #:	559-730-3765		
Contact:	Ashley Collins		
Email Address:	Ashleyco@cos.edu		

SHIP TO: R-4195789-3451084

Company Name:	College of the Sequoias Community College District		
Department:			
Address:	915 S Mooney Blvd		
City:	Visalia	County:	TULARE
State:	CA	Zip:	93277
Phone #:	559-737-6169	Fax:	
Contact:	Lisa Parker		
Email Address:	lisapa@cos.edu		

AGREEMENT START DATE:

This maintenance plan is effective for 60 months from the agreement start date (install date if applicable). Base charges are payable in advance with overages billed in arrears

COVERAGE TYPE: (Network support and related technical services are NOT covered by this agreement. Such services are offered with optional TSA agreement.)

- ☐ **STANDARD (GF)** (Includes all parts & labor; Excludes ALL consumables.) ☒ **Excludes Drum (GP)**
- ☒ **BUNDLED (AI)** (Includes all parts, labor and consumable toner. Consumables such as, but not limited to staples, ink stamps, paper or specialty media are excluded)
- ☐ **Wide Format "Plus" (AIP)** (Includes all parts, labor & supplies, including 20 lb standard bond paper)
- ☐ **NON-STANDARD (TO)** (Includes consumable toner cartridges only. Excludes all parts, labor, and consumables such as, but not limited to staples, ink stamps, paper or specialty media)

COVERED EQUIPMENT

COVERED EQUIPMENT	Image Type	Monthly Base Images	Annual Base Images	Overage Rate	Service Level
Printers and Multifunction Devices	BW	750,000	9,000,000	\$ 0.011	All inclusive except paper
Printers and Multifunction Devices	CLR	62,898	754,773	\$ 0.115	All inclusive except paper
Ricoh C7500 Production Color Overage Rate	CLR			\$ 0.0424	
Canon Colorado (1 Printhead per year, no ink or media)				\$ 615.00	< -- Per month
Graphtec Cutter				\$ 50.00	< -- Per month
Scanner Service (AP)				\$ 79.70	< -- Per month

QUANTITY OF TONER INCLUDED IN AGREEMENT:

In the case of supply inclusive agreements, UBEO West, LLC will supply to the Customer toner free of charge according to the **Manufacturer's Published Yield per Container**. At UBEO West, LLC's discretion, may perform a Toner Usage Reconciliation audit from time to time. If Customer's toner usage exceeds the manufacturer's published yields, UBEO West, LLC will bill the Customer for excess toner usage at its lowest published price.

Minimum Total Per MONTH

\$16,325.65

(Plus Applicable Taxes)

RENEWAL: YES ☒ NO ☐**BILLING CYCLE - Bases**

- ☒ **Monthly** ☐ **Annual**
- ☐ **Quarterly** ☐ **Semi-Annual**
- ☐ **No base billing**

BILLING CYCLE - Meters

- ☐ **Monthly** ☒ **Annual**
- ☐ **Quarterly** ☐ **Semi-Annual**

SPECIAL INSTRUCTIONS

College of the Sequoias Community College District Master Service Agreement. Includes service for entire printer/multifunction device fleet, Canon Colorado @ \$615.00 per month, Graphtec Cutter at \$50.00 per month, and AP Scanner Service @ \$79.70 per month.

For managed print agreements (Printers), you agree that if you retire, replace and/or add new equipment, you grant the UBEO West, LLC the ability to reflect these additions or deletions of said equipment and your payment under this agreement may adjust accordingly.

For agreements without a base billing, the above stated pricing is based upon the guaranteed number of images listed under "Estimated annual volume". All images will be billed per the billing in arrears for actual usage.

Customer agrees to purchase and UBEO West, LLC agrees to provide maintenance service for the equipment listed above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement and are signed by the customer and an officer of UBEO West, LLC. The additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of these terms and conditions are authorized or effective unless agreed upon in writing by an officer of UBEO West, LLC. No course or dealing or other conduct or custom shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.

X

CUSTOMER SIGNATURE

TITLE

DATE

Print Name

X

UBEO West, LLC APPROVAL

TITLE

DATE

v 8.0 02/26/2016

Page 1 of 2

UBEO West, LLC MAINTENANCE AGREEMENT - TERMS & CONDITIONS

- 1 During the term of this agreement, and for each unit of equipment listed on the front of this document or any subsequent amendment or Schedule, the UBEO West, LLC will provide, without additional charge, emergency repair service, preventative service, replacement parts (except under the conditions noted in this agreement) and in case of supply inclusive agreements (see front page for this agreement's specific coverage) all supplies (except, as applicable, paper, staples, and clear toner) under the usage limitation conditions listed in the front page of this document. The initial term of this agreement shall be for a period of 60 months and shall be automatically renewed for additional 12 month periods unless written notice is received by either party at least 90 days prior to the expiration of the initial term of the Agreement or any renewal thereof. This agreement shall NOT be assignable by customer without UBEO West, LLC's prior written consent. UBEO West, LLC shall have the right to cancel this agreement if any item is sold to a third party without such consent.
- 2 Maintenance charges provided herein are based upon the current costs of parts and labor and are subject to periodic increases and the effect of inflation. After the first year anniversary date of this agreement and any subsequent twelve month period, the minimum annual or monthly maintenance charges and charges for any overage copies/prints will increase a minimum of 5% over the charges of the previous year. In addition, the minimum billing charge, on any single billing period shall be \$35.00. In addition, UBEO West, LLC may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions.
- 3 It is understood that should customer wish to add additional, recently acquired but not "new", printers (HP, Kyocera and the like) to this agreement that UBEO West, LLC reserves the right to inspect and approve the addition of each. Such approval is contingent on age and overall condition of the printers in question. UBEO West, LLC might, after inspection, require that certain reconditioning or repairs be made before the equipment in question is covered under this maintenance agreement.
- 4 All routine preventative maintenance and emergency service necessary to keep the equipment in efficient operating order will be performed by UBEO West, LLC staff during its regular business hours (8:00 AM to 5:00 PM Monday through Friday except holidays) at no cost to Customer provided that such services shall not include the following:
 - a) repairs resulting from causes other than normal use; Customer's willful act, use of any paper stock that does not meet machine specifications, negligence or misuse including, without limitation, damage to any part or mechanisms and/or use or supplies or spare parts not manufactured and/or use or supplies or spare parts not manufactured by the original equipment manufacturer and which cause abnormally high service calls or service problems; accident, transportation, failure of electrical power, air conditioning or humidity control related problems, acts of nature (fire, flood etc), theft or
 - b) repairs made necessary by service performed by personnel other than an UBEO West, LLC representative, or
 - c) work which the customer requests to be performed outside regular business hours, or
 - d) reconditioning or modification to the equipment except those specified by UBEO West, LLC's Technical Service Department to assure greater performance of the equipment.All of the foregoing shall be invoiced in accordance with UBEO West, LLC's established per call rates and part charges then in effect. Additionally, UBEO West, LLC shall have the right, when reasonably in need for reasons of significant equipment failure, to substitute equivalent Equipment (age, model, accessories and meter) at any time during the term thereof. Any removed parts replaced by UBEO West, LLC shall become the property of UBEO West, LLC. UBEO West, LLC shall have full and free access to the Equipment in order to provide service thereon and customer shall from time to time advise UBEO West, LLC of the names of its employees who shall act as "key operators," with responsibility for performing basic operator maintenance as described by UBEO West, LLC personnel.
- 5 Certain "housekeeping" duties as outlined in the Owners Instruction Manual provided with the equipment (such as cleaning the glass, clearing misfeeds, if possible, etc) are the customer's responsibility. If a representative of UBEO West, LLC is called to do servicing of this nature the customer will be charged at the established rates for this service. Customer responsible for providing manufacturer recommended, adequate power supply.
- 6 Meter reading(s) must be provided by customer in accordance to the frequency stated on the reverse side of this Agreement. Customer agrees to provide correct meter readings to insure accurate and timely billing to the customer by UBEO West, LLC. If correct meter readings are not provided timely, UBEO West, LLC will calculate an estimated meter reading(s) and bill the Customer in accordance to the frequency contracted for. UBEO West, LLC may assess an additional surcharge to offset administrative costs should calls need to be made to Customer in order to secure meter readings. In addition, UBEO West, LLC may automatically collect from the Equipment, via electronic transmission to a secure off-site location, certain data to be used for servicing the equipment, billing meters, supply replenishment or product improvement purposes. Automatic transmitted data may include, but is not limited to, product registration, meter reads, supply level, equipment settings, and problem/fault code data. All such data shall be transmitted in a secure manner specified by UBEO West, LLC.
- 7 Additional service such as cosmetic, modification, or relocation, etc. requested and authorized by Customer and rendered by UBEO West, LLC will be charged at established rates for such service.
- 8 If customer's service and/or supply account becomes past due, UBEO West, LLC may (a) refuse service or delivery of supplies until account is made current or (b) provide service on a C.O.D. per call basis at the then current rate for time and materials. Additionally, Customer agrees to pay to UBEO West, LLC its cost and expense of collection including reasonable attorney's fees and all charges earned for service provided before the Customer went on a per call C.O.D. basis for non-payment per the terms of the agreement.
- 9 Liquidated damages: In the event that the customer defaults or chooses to cancel this Agreement before its original term or any extension thereof, Customer promises to pay to the UBEO West, LLC the following amounts as reasonable liquidated damages (and not as a penalty) for breach thereof:
 - a) Contracts with 24 or more months remaining: twelve times the monthly base (or as the case may be quarterly base divided by 3) plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for during the current term or 6 months whichever is longer.
 - b) Contracts with 13 to 23 months remaining: nine times the monthly base plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for the previous 6 months.
 - c) Contracts with 12 or less months remaining or any subsequent 12 month renewal: six times the monthly base plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for during the previous 6 months.
- 10 Cancellation for Non-Performance: Customer may cancel the agreement for non-performance as follows: Customer must forward to UBEO West, LLC via registered mail, to the address listed on the front of this document, the specific problems with the system or other area(s) of non-performance and dissatisfaction. UBEO West, LLC shall have 30 days to correct the problem. If UBEO West, LLC has not corrected the problem within 30 days, Customer may notify UBEO West, LLC of their intent to cancel in 30 days, after which time the Customer is no longer bound by the Liquidated Damages portion of this agreement. Cancellation of the maintenance agreement for non-performance does not provide relief to the Customer from being obligated to make all remaining lease payments (if any) to the leasing company providing financing services for the equipment in question. This agreement may be cancelled by UBEO West, LLC for any reason.
- 11 Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remains with the UBEO West, LLC until said supplies are consumed to the extent they may not be further utilized in the copy/printing process. In the event this agreement is cancelled by either party, Customer agrees to return to the UBEO West, LLC all unused supplies provided under this agreement including toner and photoconductor.
- 12 UBEO West, LLC's obligation and warranties under this Agreement are in lieu of (a) all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose and (b) all other obligation or liabilities for damages including but not limited to personal injury or property damage, loss of profit or other consequential damages arising out of or in connection with this agreement of the maintenance service performed hereunder. Nor shall UBEO West, LLC be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climatic conditions or any other reason of similar nature beyond its control. This agreement shall be governed and construed according to the laws of the State of California.
- 13 Payment terms are upon receipt of invoice (URI) unless otherwise specified. Late charges will be assessed on the outstanding balance if payments are not received within 15 days of invoice date. The minimum late charge is \$9.50. Late charges will not exceed the maximum permitted by law. Customer agrees to pay to UBEO West, LLC a charge of \$25 for any returned checks per occurrence if any of seller's checks are returned to UBEO West, LLC unpaid. Upon default of any payment or any other aspect of this Agreement, UBEO West, LLC may at its option, declare the entire outstanding balance due and payable, including the Liquidated Damages stated in Section 9 of this Agreement.
- 14 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other.

This agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals oral or written. No representation or statement not contained herein shall be binding upon UBEO West, LLC as a warranty or otherwise, nor shall this Agreement be modified or amended unless signed by UBEO West, LLC's General Manager

Customer Initials

v 8.0 02/26/2016

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OMNIA Partners Public Sector Master Lease Agreement

Number: _____

CUSTOMER INFORMATION

Full Legal Name College of the Sequoias Community College District				
Address 915 S. Mooney Blvd				
City Visalia	State CA	Zip 93277	Contact Lisa Parker	Telephone Number 559-737-6169
Federal Tax ID Number* (Do Not Insert Social Security Number)	Facsimile Number		E-mail Address lisapa@cos.edu	

*Not required for State and Local Government entities.

This OMNIA Partners Public Sector Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean **Ubeo Business Services** ("Company") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at **3131 Esplanade, Chico CA 95973**.

- 1. Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. and The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California; and National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector Omnia. and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Purchasing Agreement number 2021002788 and the contract period is from January 26, 2021 to January 25, 2026 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- 2. Schedules; Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
- 3. Term; Payments.**
 - (a)** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.
 - (b)** In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Company shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.
 - (c)** A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Company, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Company shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).

- (d) You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
4. **Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Company, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate

permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Company or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Company from any obligations Company may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal; Return of Product.** UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Company (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Company to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Company. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products 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 your sole and exclusive responsibility.
15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.
16. **Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE

YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
- (a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
 - (b) **Non-Appropriation/Non-Substitution.** (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
 - (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
 - (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
 - (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

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

<p>CUSTOMER</p> <p>By: X _____</p> <p style="text-align: center;"><i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p>Accepted by: _____</p> <p>By: _____</p> <p style="text-align: center;"><i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
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Omnia Partners Public Sector Product Schedule

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Omnia Partners Public Sector Product Schedule (this "Schedule") is between **UBEO Business Services** ("we" or "us") and **College of the Sequoias Community College District** _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the Omnia Partners Public Sector Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and **UBEO Business Services** _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. 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

College of the Sequoias Community College District				Lisa Parker			
Customer (Bill To) 915 S Mooney Blvd				Billing Contact Name 915 S Mooney Blvd			
Product Location Address Visalia Tulare CA 93277				Billing Address (if different from location address) Visalia Tulare CA 93277			
City		County		State		Zip	
Billing Contact Telephone Number		Billing Contact Facsimile Number		Billing Contact E-Mail Address			

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
61	Ricoh IM 4000
4	Ricoh IM 6000
14	Ricoh IM C3510
1	Ricoh Pro 8400S
2	Ricoh Pro 8410S
1	Ricoh Pro C7500
13	Ricoh IM 370F

Qty	Product Description: Make & Model
1	Ricoh IM C300F
1	Canon Colorado MW3 Pro Wide Format
1	Graphtec Cutter

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$17,488.73	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: _____
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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 expressly provided in any provision of the Lease Agreement. 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: _____

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

CUSTOMER By: X _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by: _____ By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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