



CORPORATE SUPPLY ARRANGEMENT #000340-A

Multifunction Devices

THIS CORPORATE SUPPLY ARRANGEMENT is made the ____ day of _____, 2009

RICOH CANADA INC, a body corporate, incorporated under the laws of Ontario and registered as an extra-provincial company in British Columbia upon the Registration Number A0067056 and having a head office at 5520 Explorer Drive, Suite 300, Mississauga, Ontario, L4W 5L1

(the "**Offeror**" or "**Ricoh**")

HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE PRODUCTS, THE WSDM SOFTWARE AND THE SERVICES DESCRIBED IN SCHEDULE "A" – DRAW DOWN ITEMS AND GENERAL TERMS, SCHEDULE "D" – PRODUCTS AND SERVICES TERMS, AND SCHEDULE G – WSDM SOFTWARE LICENSE AND MAINTENANCE AGREEMENT TO PUBLIC ENTITIES, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS DESCRIBED BELOW.

THE OFFER IS AS FOLLOWS:

1.0 DEFINITIONS

1.1 In this Corporate Supply Arrangement:

- a) "**Administrative Fee**" means the administration fee described in Schedule "C" – Administrative Requirements;
- b) "**Administrative Requirements**" means those requirements set out in Schedule "C" – Administrative Requirements;
- c) "**Central Management System**" means the Central Management System described in Section 5 of Schedule "A" – Draw Down Items and General Terms;

- d) **“Offeror’s Representative”** means the contact who is the representative and designated backup assigned by the Offeror to administer the CSA; and
- e) **“Province’s Representative”** means an individual designated from time to time by the Province to administer the CSA on behalf of the Province.

1.2 In this Corporate Supply Arrangement, any reference to capitalized terms not defined in paragraph 1.1 or in the body of this CSA will have the meaning set out in Schedule “E” – Definitions, or Schedule “G” – WSDM Software License and Maintenance Agreement.

1.3 All references to dollars, currency, and money means Canadian dollars (\$CAD).

2.0 TERM

2.1 The initial term of this CSA will commence on the date noted above and will expire on October 11, 2009 (the **“Initial Term”**).

2.2 Unless withdrawn in accordance with Section 5 of this CSA, the Province may renew this CSA on the terms and conditions then in effect, including the pricing in Appendix 1 and Appendix 2 of Schedule "A" – Draw Down Items and General Terms except this provision as to renewal, for up to five additional one-year periods (each a **“Renewal Term”**) by the Province giving to the Offeror written notice of any such renewal no later than thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term, as the case may be.

3.0 CORPORATE SUPPLY ARRANGEMENT

3.1 The Offeror understands and agrees that:

- a) the issue of this CSA does not oblige any Public Entity to authorize or order all or any of the Products, WSDM Software and Services from the Offeror;
- b) a Contract is formed for each unit of Equipment when the Offeror receives from the Public Entity the first Draw Down that deals with the initial purchase of that unit of Equipment. Such Contract automatically includes the Service Term as defined in paragraph 1.01 of Schedule “D” – Products and Services Terms;
- c) the first Draw Down with respect to the purchase of a unit of Equipment will form a Contract only for those Products and Services in respect of which that first Draw Down was issued by a Public Entity and any subsequent Draw Downs associated with that unit of Equipment will also form part of that Contract, provided always that such Draw Downs are made in accordance with the provisions of this CSA;
- d) a separate Draw Down will be issued if a Public Entity wishes to acquire a license to use the WSDM Software pursuant to Section 5 of Schedule “A” – Draw Down Items and General Terms;

- e) the Public Entity may negotiate, at the Public Entity's discretion, a supplemental agreement between the Public Entity and the Offeror for any terms and conditions which are not part of this CSA;
- f) a Public Entity will pay to the Offeror the Prices, including the 1% Administrative Fee described in paragraph 6 of Schedule "C" – Administrative Requirements, and any applicable sales taxes for the Products, WSDM Software and Services that have been specified in the Draw Down;
- g) a Public Entity reserves the right to procure the Products, WSDM Software and Services by any other means, including the use of other contracts, or by other procurement or contracting methods, except that if a Public Entity purchases a unit of Equipment from the Offeror, the Public Entity will also abide by the service terms as further described in Schedule "D" – Products and Services Terms, where such service will be provided by the Offeror;
- h) the Public Entity's liability will be limited to that which arises from the Contract made prior to the expiry date described in paragraph 2.1 and paragraph 2.2;
- i) the Province reserves the right to set aside this CSA, for whatever reason, and not make it available for any Draw Downs. If the Province decides to set aside this CSA, the Province will promptly notify the Offeror of such action. Any Contract entered prior to the expiration of this CSA will continue its respective Service Term;
- j) apart from the Province's right to set aside this CSA under subparagraph 3.1(i), no change to this CSA will be valid unless it is by way of an addendum signed by both the Offeror and the Province;
- k) neither a Public Entity utilizing this CSA nor the Offeror will be required to agree to any terms or conditions other than those set out in this CSA;
- l) the Offeror will not apply restrictions regarding Public Entities wishing to use this CSA;
- m) the Offeror's Representative will be available during Business Day Hours and will have the authority to represent the Offeror with respect to all issues arising from this CSA;
- n) the Offeror agrees that it is the sole responsibility of the Offeror to inquire, at the time of the Draw Down, to the particular Public Entity about the application of any sales taxes for the Products, WSDM Software or Services;
- o) All Equipment will be New Equipment;
- p) at the request of the Province's Representative, the Offeror will provide pricing grids and other relevant information in hard copy or in a mutually agreeable electronic format;
- q) models and pricing grids may be updated once per calendar year, including price reductions and replacements for original models in Appendix 1 of Schedule "A" –

Draw Down Items and General Terms and the addition of new models and their prices in Appendix 1 and Appendix 2 of Schedule “A” – Draw Down Items and General Terms. The Offeror will provide the Province’s Representative with three (3) months advance written notice, prior to the once per calendar year change, of any changes to the list of the Products, WSDM Software and Services in Appendix 1 and Appendix 2 of Schedule “A” – Draw Down Items and General Terms, and changes to Schedule “B” – Service Locations; and

- r) the Administrative Requirements apply to, and must be complied with by the Offeror for all the Products, WSDM Software and Services described in this CSA.

4.0 DRAW DOWN MECHANISM

4.1 The Products, WSDM Software and Services may be ordered by issuance of a Draw Down. The Public Entity acknowledges and agrees that if the Public Entity issues a Draw Down for the initial purchase of a unit of Equipment, the Public Entity will also automatically purchase the Services, including the Full Service Maintenance for the Service Term (5 years).

4.2 Each Draw Down issued under this CSA will describe the requirements for the Products, WSDM Software and Services requested by a Public Entity and the Offeror will treat as valid any Draw Down that contains without limitation, the following information (as applicable):

- (a) this CSA reference number;
- (b) the Public Entity’s purchase order number, if applicable;
- (c) the Equipment base model and whether this is a new purchase or an addition or change to an existing unit of Equipment;
- (d) Equipment options, if applicable;
- (e) WSDM Software purchase, if applicable;
- (f) for the purchase of a new unit of Equipment, a completed copy of the Order Form and an acknowledgement of the commitment to receive and pay for the provision of the Services, including the Full Service Maintenance as described in Schedule “A” – Draw Down Items and General Terms for the duration of the Service Term;
- (g) any Services in addition to initial Installation such as Moves, Adds or Changes required, if applicable;
- (h) the requested Delivery Date and Installation Date, if different from the Delivery Date;
- (i) Site within a Service Location to which the Products or the WSDM Software is to be shipped;

- (j) the fees payable by the Public Entity to the Offeror in accordance with Appendix 1 and Appendix 2 of Schedule "A" – Draw Down Items and General Terms, and the Administrative Fee; and
- (k) any additional criteria for the supply of the Products or WSDM Software, or the performance of the Services, including shipping and installation instructions, if any.

4.3 If a Public Entity issues a Draw Down to the Offeror prior to the expiry of this CSA and receives the Products, WSDM Software and Services, then the Public Entity will pay to the Offeror the amounts payable as described in Appendix 1 and Appendix 2 of Schedule "A" – Draw Down Items and General Terms.

4.4 If there is any conflict or inconsistency among any of the provisions of the following documents:

- (a) this CSA; and
- (b) a Draw Down, including for the first Draw Down the Order Form,

then the order of precedence will be (a) and then (b).

5.0 NOTIFICATION OF WITHDRAWAL

5.1 In the event that the Offeror wishes to withdraw this CSA, the Offeror will provide no less than thirty (30) days prior written notice to the Province's Representative, and such withdrawal of this CSA will not be effective until receipt of such notification by the Province's Representative and the expiry of such notice period.

5.2 The Offeror will fulfill any Draw Downs, which may be made before the expiry of such notice period.

IN WITNESS WHEREOF the undersigned extends this CSA on the date first above written.

SIGNED by the Offeror

(Authorized Signatory)

Title

SCHEDULE "A"

Draw Down Items and General Terms

1 Equipment

- (a) A Public Entity may request that the Equipment be provisioned with only the copier or print function, or the copier or print function in combination with any/or all of the copier, print, scan and facsimile functions, as applicable.
- (b) The Equipment models set out in:
 - (i) Appendix 1 of this Schedule are equipped to comply with the Province's Security Standards for Multifunction Devices as further described in Section 1(c) below and in Appendix 1 of this Schedule; and
 - (ii) Appendix 2 of this Schedule are **not** equipped to comply with the Province's Security Standards for Multifunction Devices. Public Entities requiring connection to the Province's data network should perform their own due diligence in order to determine compliance with these standards, a copy of which is available through their Workplace Technology Services representative.
- (c) To ensure compliance with the Province's Security Standards for Multifunction Devices, the Equipment must be provisioned with either:
 - (i) the Enabling Solution, which replaces the standard scan application on the Equipment; or
 - (ii) the feature or function that does not comply with the Province's Security Standards for Multifunction Devices, Securely Disabled or not equipped.

More information on the operation of the Enabling Solution is available from Ricoh.
- (d) Details on the functionality, features and options of each model of the Equipment are described in Appendix 1 and Appendix 2 to this Schedule.

2 Consumables

- (a) The Consumables described in this Section are included in the Full Service Maintenance cost per copy pricing described in Appendix 1 and Appendix 2 to this Schedule.
- (b) The following Consumables, as applicable to each model of Equipment, are provided as part of the Full Service Maintenance:
 - (i) photoconductor,

- (ii) toners, including black and colour, as applicable to the model of Equipment, based on a minimum of 5% coverage for each,
 - (iii) developer(s) and development units,
 - (iv) print cartridges,
 - (v) drum units,
 - (vi) preventative maintenance kits,
 - (vii) fax marker,
 - (viii) waste toner bottle, and
 - (ix) fuser oil.
- (c) Public Entities are responsible for the provision of all other Consumables such as paper and staples.
- (d) While Ricoh will provide the toner described in Section 2(b)(ii) of this Schedule, the Public Entity will be responsible for toner replacement in the unit of Equipment the Public Entity purchased. As part of the Full Service Maintenance, Ricoh will be responsible for the replacement of all other Consumables listed in Section 2(b) of this Schedule.

3 IMAC Services

- (a) Fees for IMAC Services for each model of Equipment are described in Appendix 1 and Appendix 2 of this Schedule.
- (b) Professional services for work, such as assistance with integration of customized applications with a unit of Equipment, are available on an hourly fee plus expenses basis as set out in Appendix 1 and Appendix 2 of this Schedule.
- (c) Ricoh will provide a single point of contact within its organization to receive and escalate Draw Downs from Public Entities.
- (d) The single point of contact described in sub-section (c) of this Section, will provide ongoing support for the IMAC Services Draw Down management during the Business Day Hours and will be able to be contacted through Cindy Yetman at telephone number 604-207-6540.
- (e) For the initial purchase of a unit of Equipment, the lead time from the receipt of a Draw Down by Ricoh to the Delivery Date will be no more than ten (10) Business Days. The parties may agree to an Installation Date that is different than the Delivery Date.
- (f) The lead time from receipt of a Draw Down to completion of a Move, Add or Change of an existing unit of Equipment will be no more than the number of Business Days described in Table 3.1 to this Schedule. Where Move, Add or Change work is required for multiple units of Equipment, the parties will agree to a date for completion of the Work.

Table 3.1 "IMAC Services Lead Times"

Service Location Classification (See Schedule "B")	Lead Time (Business Days)
Urban	2
Rural	4
Remote	5

- (g) After hours, IMAC Services may be available for emergency situations by contacting Paul Ng of Ricoh at telephone number 604-207-6540.
- (h) Ricoh will work cooperatively with other contractors of the Public Entity to ensure a coordinated effort to complete Draw Downs for the IMAC Services.
- (i) Acceptance of Equipment and additional Installation, Move, Add and Change terms for a unit of Equipment are further described in Schedule "B" – Service Locations and Schedule "D" – Products and Services Terms.

4 Full Service Maintenance

The Public Entity acknowledges and agrees that if the Public Entity issues a Draw Down for the initial purchase of a unit of Equipment, the Public Entity will also automatically purchase the Services, including the Full Service Maintenance, which is on a cost per copy basis for the Service Term (5 years). The Full Service Maintenance includes:

- (a) all necessary warranty and reasonable wear and tear non-warranty Work for the Equipment, including Upgrades, patches, fixes, preventative maintenance and corrective maintenance, and
- (b) provision of Consumables, appropriate for each model of Equipment, as described in Section 2 of this Schedule.

Installation, Move, Add and Change Work is not included in the price for the Full Service Maintenance. Separate fees apply for Installations, Moves, Adds and Changes as further described in Section 3, Appendix 1 and Appendix 2 of this Schedule.

Ricoh's terms and conditions for the Full Service Maintenance are set out in Schedule "D" – Products and Services Terms and Schedule "B" – Service Locations.

If a Public Entity has 500 units of Equipment or more, the applicable Response Time and Repair Time objectives will be as set out in Tables 1, 2, 3, and 4 of Schedule "D" – Products and Services Terms.

If a Public Entity has less than 500 units of Equipment, the applicable Response Time and Repair Time objectives will be as set out in Table 5 of Schedule "D" – Products and Services Terms.

5 Central Management System

- (a) The Web SmartDevice Monitor (WSDM) Software is available as a Central Management System. Price for the WSDM Software is determined by Ricoh based on the number of installed units of Equipment. Prior to issuing a Draw Down for the WSDM Software, a Public Entity should request Ricoh to provide the WSDM Software price applicable to the number of units of Equipment installed. A Public Entity will need to submit a separate Draw Down when ordering the WSDM Software. Upon receipt of the Draw Down by Ricoh, the Public Entity will be bound by the terms and conditions of Schedule "G" – WSDM Software License and Maintenance Agreement.
- (b) The software license applicable to any WSDM Software purchased is set out in Schedule "G" – WSDM Software License and Maintenance Agreement.
- (c) The Central Management System will allow access to each unit of Equipment installed for the purpose of:
 - (i) monitoring performance;
 - (ii) data collection and reporting through the 'AccessLog' function, including determining the number of images processed through collecting meter readings as further described in subsections g), h), i) and j) of this Section;
 - (iii) making changes to hardware and software;
 - (iv) providing control over remote access and passwords;
 - (v) automatic e-mail notification for predetermined hardware and software issues;
 - (vi) diagnosing problems remotely;
 - (vii) suggesting how to solve a problem; and
 - (viii) effecting repair.
- (d) The Central Management System will:
 - (i) allow the Equipment to be managed from a central location as well as at a Site;
 - (ii) have all features available via an 802.3 Ethernet connection;
 - (iii) provide enhanced input and output, including menu driven format, English language prompts, context-sensitive help prompts, and formatted system performance reports; and
 - (iv) allow multiple individuals to simultaneously access the installed Multifunction Devices.

- (e) Data collection and reporting can be accomplished using the Central Management System 'AccessLog' function. This function will provide the following information about each activity that is performed by a unit of Equipment:
 - (i) date and time;
 - (ii) job type;
 - (iii) successful and unsuccessful job results;
 - (iv) User who performed the activity;
 - (v) the unit of Equipment used to perform the activity;
 - (vi) the source type manipulated as a result of the activity; and
 - (vii) the target type where the manipulated information was output such as network, paper tray or fax.
- (f) Information will be able to be downloaded to the Central Management System either manually as a csv file at any time or automatically at pre-specified times.
- (g) The Central Management System has the ability to provide access to detailed usage statistics to the User level pertaining to how each unit of Equipment was used. Information provided can be accessed by:
 - (i) User;
 - (ii) feature;
 - (iii) output type; and
 - (iv) paper type.
- (h) Information provided will be able to be exported from the Central Management System to Microsoft Excel.

6 Equipment Documentation

- (a) Equipment Documentation will be provided as described in Schedule "H" – Order Form.

- (b) Where Equipment that contains the Enabling Solution is purchased and that Equipment is connected to the Province's data network, the Public Entity may request a copy of the technical documentation for the Enabling Solution, which may be provided to the Public Entity at the sole option of Ricoh and the Province.

7 Sustainability

- (a) All of Ricoh's manufacturing plants are ISO 14001:2004 and ISO 9002:2001 registered and are operated on a "zero waste" basis.
- (b) Ricoh's toner recycling initiative demonstrates this corporate environmental commitment. The ten (10) popular models of toner cartridges that are shipped from Ricoh's Warehouse and Distribution Centre in Mississauga, Ontario are fully recyclable. Each cartridge box contains three pre-paid mailing labels: one each from Canada Post, FedEx and UPS. The explanatory material enclosed with the toner invites the User to place the empty cartridge into the box, apply their choice of label and send them back to Ricoh. Once received, the cartridges are disassembled, cleaned, have new components installed and are re-filled with Ricoh's specification toner. The entire process involves no cost to the customer and is carried out completely at Ricoh's expense.
- (c) All of Ricoh's products carry the Energy Star label and fully comply with the associated standards. Ricoh has been nominated twice as the Energy Star "Partner of the Year".
- (d) At Ricoh's Warehouse and Distribution Centre in Mississauga, all waste generated at the location is separated for recycling. Plastics, aluminium, styrofoam, wood and corrugated cardboard are all separated and returned to recycling companies who, in turn, recycle and reuse them in the manufacture of new products. Used toner is collected from returned machines and disposed of in an environmentally sensitive manner. This recycling process is ISO 9001-2000 and ISO 14001 registered. All packaging materials are similarly recycled prior to the delivery of the Equipment to a Site.
- (e) Ricoh has received the Environment Canada Environmental Choice designation. As a result, Ricoh is licensed to apply the EcoLogo to all of its multi-function machines. The Environmental Choice designation indicates that Ricoh and its products have been endorsed as environmentally friendly in their manufacture, use and recycling. The Environmental Choice EcoLogo conforms with ISO 14024:1999 standards, Environmental Labels and declarations, Type 1 environmental labelling and are recognized by the Global Ecolabelling Network (GEN).

8 Training

- (a) Standard training provided within the cost of the Full Service Maintenance for the Equipment is described in Article 11 of Schedule "D" – Products and Services Terms.

(b) Additional training such as:

(i) after Installation training through electronic media, Web based media, or at the Site and

(ii) customized training programs utilizing classroom training,

is available on a fee for service basis.

Public Entities may contact Ricoh for a quote, if additional training is required.

9 Subcontracting

Ricoh may retain the Subcontractor to provide the Products, the WSDM Software and the Services under any Draw Down issued by the Public Entity.

SCHEDULE “B”

Service Locations

The Service Locations described in this Schedule are classified as Urban, Rural or Remote for the purposes of setting Installation, Move, Add and Change and corrective maintenance Response Times and Repair Times. Delivery and Installation lead times as well as Move, Add and Change times for each classification are described in Section 3 of Schedule “A” – Draw Down Items and General Terms. Response Times and Repair Times for corrective maintenance are described in Tables 2, 3 & 4 attached to Schedule “D” – Products and Services Terms. If a community is not listed as a Service Location, Public Entities should contact Paul Ng of Ricoh at telephone number 604-207-6540 for a classification. Public Entities are to note that additional locations may not be classified as Urban, Rural or Remote and Ricoh may only provide Services to additional communities using commercially reasonable efforts.

Ricoh Canada Inc. has the dispatch locations for each Service Location as described in the following table. All incidents are to be reported to 1-800-267-9469.

Service Location	Service Location Classification	Ricoh Canada Inc. dispatch locations
Alexis Creek	Remote	Williams Lake
Ashcroft	Remote	Kamloops
Barkerville	Remote	Williams Lake
Barriere	Remote	Kamloops
Boston Bar	Remote	Kamloops
Bull River	Remote	Cranbrook
Cache Creek	Remote	Kamloops
Clayhurst	Remote	Dawson Creek
Clinton	Remote	Kamloops
Creston	Remote	Cranbrook
Elkford	Remote	Cranbrook
Fort Fraser	Remote	Pr George
Fort St James	Remote	Pr George
Francois Lake	Remote	Pr George
Fraser Lake	Remote	Pr George
Ganges	Remote	Victoria
Grand Forks	Remote	Kelowna
Granisle	Remote	Pr George
Grassy Plains	Remote	Pr George
Greenwood	Remote	Kelowna
Hazelton	Remote	Pr Rupert
Horsefly	Remote	Williams Lake
Houston	Remote	Pr George
Hudson's Hope	Remote	Dawson Creek
Invermere	Remote	Cranbrook
Kaslo	Remote	Cranbrook

Service Location	Service Location Classification	Ricoh Canada Inc. dispatch locations
Keremeos	Remote	Kelowna
Kimberley	Remote	Cranbrook
Kitwanga	Remote	Terrace
Lake Cowichan	Remote	Parksville
Likely	Remote	Williams Lake
Lillooet	Remote	Kamloops
Logan Lake	Remote	Kamloops
Lytton	Remote	Kamloops
Mackenzie	Remote	Dawson Creek
Manning Park	Remote	Vancouver / Kelowna
Merritt	Remote	Kamloops
Mica Creek	Remote	Kamloops
Midway	Remote	Kelowna
Moyie	Remote	Cranbrook
Nakusp	Remote	Kelowna
New Denver	Remote	Kelowna
Oliver	Remote	Kelowna
Osoyoos	Remote	Kelowna
Pemberton	Remote	Vancouver
Pouce Coupe	Remote	Dawson Creek
Princeton	Remote	Kelowna
Rock Creek	Remote	Kelowna
Salmo	Remote	Cranbrook
Sparwood	Remote	Cranbrook
Tappen	Remote	Kamloops
Vanderhoof	Remote	Pr George
Wasa	Remote	Cranbrook
Wasa Lake Park	Remote	Cranbrook
West Creston	Remote	Cranbrook
Whistler	Remote	Vancouver
Wildwood	Remote	Williams Lake
100 Mile House	Rural	Williams Lake
Agassiz	Rural	Vancouver
Armstrong	Rural	Kamloops
Balfour	Rural	Cranbrook
Black Creek	Rural	Parksville
Brackendale	Rural	Vancouver
Burns Lake	Rural	Pr George
Cassidy	Rural	Parksville
Castlegar	Rural	Cranbrook
Charlie Lake	Rural	Dawson Creek
Chase	Rural	Kamloops
Chemainus	Rural	Parksville
Cobble Hill	Rural	Victoria
Comox	Rural	Parksville
Courtenay	Rural	Parksville
Cowichan Bay	Rural	Victoria
Cranbrook	Rural	Cranbrook

Service Location	Service Location Classification	Ricoh Canada Inc. dispatch locations
Cultus Lake	Rural	Vancouver
Cumberland	Rural	Parksville
Dawson Creek	Rural	Dawson Creek
Decker Lake	Rural	Pr George
Duncan	Rural	Parksville
Enderby	Rural	Kelowna
Fanny Bay	Rural	Parksville
Fernie	Rural	Cranbrook
Fort St John	Rural	Dawson Creek
Fort Steele	Rural	Cranbrook
Fruitvale	Rural	Cranbrook
Gibsons	Rural	Sechelt
Gillies Bay	Rural	Sechelt
Golden	Rural	Cranbrook
Harrison Mills	Rural	Vancouver
Hope	Rural	Vancouver
Kaleden	Rural	Kelowna
Kitimat	Rural	Terrace
Ladysmith	Rural	Parksville
Lumby	Rural	Kelowna
Mill Bay	Rural	Victoria
Nanoose	Rural	Parksville
Nelson	Rural	Cranbrook
Parksville	Rural	Parksville
Peachland	Rural	Kelowna
Penticton	Rural	Kelowna
Port Alberni	Rural	Parksville
Powell River	Rural	Sechelt
Prince Rupert	Rural	Pr Rupert
Qualicum Beach	Rural	Parksville
Quesnel	Rural	Williams Lake
Revelstoke	Rural	Kamloops
Roseprarie	Rural	Ft ST John
Rossland	Rural	Cranbrook
Royston	Rural	Parksville
Salmon Arm	Rural	Kamloops
Sardis	Rural	Vancouver
Sayward	Rural	Parksville
Sechelt	Rural	Sechelt
Sicamous	Rural	Kamloops
Smithers	Rural	Pr George
Sooke	Rural	Victoria
Squamish	Rural	Vancouver
Summerland	Rural	Kelowna
Telkwa	Rural	Pr George
Trail	Rural	Cranbrook
Vernon	Rural	Kamloops
Williams Lake	Rural	Williams Lake

Service Location	Service Location Classification	Ricoh Canada Inc. dispatch locations
Yahk	Rural	Cranbrook
Bob Quinn Lake	Remote	Dawson Creek
Anahim Lake	Remote	Williams Lake
Atlin	Remote	Pr Rupert
Bella Bella	Remote	Williams Lake
Bella Coola	Remote	
Blue River	Remote	Kamloops
Chetwynd	Remote	Dawson Creek
Clearwater	Remote	Kamloops
Cold Water	Remote	Kamloops
Dease Lake	Remote	Pr Rupert
Denman Island	Remote	Parksville
Fort Nelson	Remote	Dawson Creek
Gabriola Island	Remote	Parksville
Galiano Island	Remote	Victoria
Gold River	Remote	Parksville
Hagensborg	Remote	Williams Lake
Juliet Pass	Remote	Kamloops
Lardeau	Remote	Cranbrook
Masset	Remote	Pr Rupert
McBride	Remote	Pr George
Metlakatia	Remote	Pr Rupert
New Aiyansh	Remote	Pr Rupert
Newayia	Remote	
Port Alice	Remote	Parksville
Port Hardy	Remote	Parksville
Port McNeill	Remote	Parksville
Port Renfrew	Remote	Victoria
Queen Charlotte City	Remote	Pr Rupert
Salt Spring Island	Remote	Victoria
Sandspit	Remote	Pr Rupert
Stewart	Remote	Pr Rupert
Tahsis	Remote	Parksville
Tete Jaune Cache	Remote	Pr George
Tofino	Remote	Parksville
Trout Lake	Remote	Cranbrook
Tumbler Ridge	Remote	Dawson Creek
Ucluelet	Remote	Parksville
Valemount	Remote	Pr George
Watson Lake	Remote	Fly in
Abbotsford	Urban	Vancouver
Aldergrove	Urban	Vancouver
Brentwood Bay	Urban	Victoria
Burnaby	Urban	Vancouver
Campbell River	Urban	Parksville
Chilliwack	Urban	Vancouver
Clearbrook	Urban	Vancouver
Cloverdale	Urban	Vancouver

Service Location	Service Location Classification	Ricoh Canada Inc. dispatch locations
Colwood	Urban	Victoria
Coquitlam	Urban	Vancouver
Delta	Urban	Vancouver
Esquimalt	Urban	Victoria
Kamloops	Urban	Kamloops
Kelowna	Urban	Kelowna
Ladner	Urban	Vancouver
Langford	Urban	Victoria
Langley	Urban	Vancouver
Maple Ridge	Urban	Vancouver
Matsqui	Urban	Vancouver
Mission	Urban	Vancouver
Nanaimo	Urban	Parksville
New Westminster	Urban	Vancouver
North Saanich	Urban	Victoria
North Vancouver	Urban	Vancouver
Pitt Meadows	Urban	Vancouver
Port Coquitlam	Urban	Vancouver
Port Moody	Urban	Vancouver
Prince George	Urban	Pr George
Richmond	Urban	Vancouver
Rosedale	Urban	Vancouver
Saanich	Urban	Victoria
Saanichton	Urban	Victoria
Sidney	Urban	Victoria
Surrey	Urban	Vancouver
Swartz Bay	Urban	Victoria
Terrace	Urban	Pr Rupert
Tsawwassen	Urban	Vancouver
Vancouver	Urban	Vancouver
Victoria	Urban	Victoria
View Royal	Urban	Victoria
West Vancouver	Urban	Vancouver
Westbank	Urban	Kelowna
White Rock	Urban	Vancouver

SCHEDULE "C"

ADMINISTRATIVE REQUIREMENTS

The following are the administrative requirements and procedures applying to CSA #000340.

PURCHASING SERVICES BRANCH CSA CONTACTS

1. For further information or clarification regarding:

Administration:
Shirley Boon
Email: Shirley.Boon@gov.bc.ca
Phone: 250 828-4322

Province Representative:
IT Procurement
ITProcurement@gov.bc.ca Attn: MFD CSA in subject line Contact Telephone Number
for IT CSA is:
250 953-3860

DRAW DOWN REPORTING PROCEDURES

2. The Offeror is solely responsible for providing all Draw Down information to Purchasing Services Branch. Draw Down reports must be submitted on a quarterly basis, on or before the following dates:
 - April 30 for January, February and March
 - July 31 for April, May and June
 - October 31 for July, August and September
 - January 31 for October, November and December
3. Quarterly Draw Down information must be sent either by mail, fax or electronically by the Offeror to:

Purchasing Services Branch
Ministry of Citizens' Services
Attn: Shirley Boon
2nd Floor, 455 Columbia Street
Kamloops, BC V2C 6K4
Fax: 250 371-3890
Email: Shirley.Boon@gov.bc.ca

4. A quarterly report must contain at a minimum:

CSA #;
Public Entity;
Draw Down form number;
Item(s) ordered;
Part number ordered;
Quantity ordered; and
Price.

5. The Offeror will provide a quarterly report regardless of whether or not any Draw Downs are received in that month, and in each quarterly report will provide an explanation for any other missing data.
6. Each quarter, the Offeror must submit to the Purchasing Services Branch a cheque for ONE percent (1%) of all revenues received from Public Entities under this CSA (exclusive of taxes and delivery charges) that were reported to the Purchasing Services Branch on the quarterly Draw Down report. The cheque must be payable to the Minister of Finance, and sent to Shirley Boon, Supply Chain Management Clerk, Purchasing Services Branch, 2nd Floor, 455 Columbia Street, Kamloops, BC V2C 6K4. The cheque must clearly identify each CSA and the months represented in the payment. The cheque must be submitted no more than (1) one month after the end of the quarter:

<u>The fee for:</u>	<u>Is due:</u>
January, February, March	April 30
April, May, June	July 31
July, August, September	October 31
October, November, December	January 31

7. More than two occurrences of inaccuracies may result in the CSA being suspended, until such time as the Offeror can demonstrate to Purchasing Services Branch that the Offeror is capable of managing the terms of its CSA agreement.
8. Failure to submit a reimbursement cheque within (2) two months of the end of a quarter in which sales were reported may result in the CSA being suspended until such time as reimbursement is received.

SCHEDULE "D"

PRODUCTS AND SERVICES TERMS

ARTICLE 1

TERM

- 1.01 The term of this Contract will commence when Ricoh receives the first Draw Down from the Public Entity for a unit of Equipment and will remain in effect for that unit of Equipment for five (5) years (the "**Service Term**") unless terminated in accordance with Article 24 of this Schedule.
- 1.02 The Service Term will automatically be renewed for successive one month periods (each such month an "**Extension Service Term**") on the same terms and conditions of this Contract, unless not less than ten (10) days prior to the expiry of the Service Term, or the then current Extension Service Term, as the case may be, the Public Entity gives notice to Ricoh that it no longer requires the Services.

ARTICLE 2

PRODUCTS AND SERVICES

- 2.01 Ricoh will provide the Products and Services as, if and when requested by the Public Entity pursuant to the first Draw Down for the unit of Equipment and any subsequent Draw Down issued under the CSA with respect to that unit of Equipment. The pricing applicable to the initial purchase of the unit of Equipment, including separately priced features and options, and the pricing applicable to any subsequent purchases of the separately priced features and options are set out in the appendices to Schedule "A" – Draw Down Items and General Terms. The pricing for the Consumables and all replacement parts for defective Equipment, are included in the cost per copy service pricing of the Full Service Maintenance as described in the appendices to Schedule "A"– Draw Down Items and General Terms applicable to the unit of Equipment described in the first Draw Down.
- 2.02 Ricoh will provide initial Installation and ongoing Moves, Adds and Changes to the unit of Equipment as, if and when requested by the Public Entity pursuant to the first Draw Down for that unit of Equipment and any subsequent Draw Down issued under the CSA for the fees described in the appendices to Schedule "A" – Draw Down Items and General Terms.
- 2.03 The Public Entity acknowledges and agrees that if the Public Entity issues a Draw Down for the initial purchase of a unit of Equipment, the Public Entity will also automatically purchase the Services, including the Full Service Maintenance for the Service Term.

- 2.04 Ricoh will provide, and is responsible for, the Full Service Maintenance of the unit of Equipment, including preventative maintenance, Manufacturer recommended changes, defective product replacement, replacement of Consumables as described in section 2 of Schedule "A" - Draw Down Items and General Terms, Upgrades, patches, fixes, problem administration and resolution, in accordance with the requirements described in this Schedule. The Full Service Maintenance is included in the cost per copy service pricing described in Schedule "A" – Draw Down Items and General Terms and, no additional Draw Down, after the first Draw Down, will be issued in respect of the Full Service Maintenance.
- 2.05 During the Service Term or the Extension Service Term, Ricoh will provide the Public Entity with updated Equipment Documentation, including updated User documentation, technical documentation and asset management information as appropriate to the Work being performed.
- 2.06 During the Service Term or the Extension Service Term, Ricoh will proactively notify the Public Entity in writing of software rewrites, Upgrades, including patches and fixes, hardware revisions, or other Manufacturer service announcements which may apply to the unit of Equipment purchased by the Public Entity, including documentation on the priority and possible changes to the functionality of the purchased unit of Equipment.

ARTICLE 3

UPGRADES

- 3.01 Ricoh will release, at regular intervals, Equipment model operating system Upgrades, which will include firmware releases, software Upgrades and security hot fixes.
- 3.02 Ricoh will use a Ricoh certified technician, at no additional cost to the Public Entity, to install Upgrades and features.
- 3.03 The Public Entity, at its sole option, may choose to direct Ricoh not to upgrade the unit of Equipment with a Manufacturer recommended change.
- 3.04 For the unit of Equipment where Ricoh is performing an Upgrade, including patch or fix, or installation Work, Ricoh will ensure:
- (a) that the Public Entity is aware of the procedures that it needs to perform to have any databases on a unit of Equipment
 - (i) backed up immediately prior to Ricoh beginning installation of any Upgrade; and

- (ii) successfully restored;
- (b) functionality of the data, the Enabling Solution and features are verified; and
- (c) a fallback plan approved by the Public Entity to restore the original configuration is in place.

ARTICLE 4
PREVENTATIVE AND CORRECTIVE MAINTENANCE

- 4.01 Ricoh will complete, at no additional cost to the Public Entity, all preventative maintenance routine Work for the unit of Equipment at the level and frequency recommended by the Manufacturer. The results of any tests and a report indicating the completion date of each preventative maintenance routine for the unit of Equipment will be provided to the Public Entity.
- 4.02 Ricoh will maintain Equipment records as required to maintain good Services, including the documentation of preventative maintenance routines. These records will include, at a minimum, the Site of the unit of Equipment, serial number, make and model, and the start date and end date of the Service Term.
- 4.03 If the Public Entity relocates the unit of Equipment, the Public Entity will inform Ricoh of any Site change and any change in location within the original Site.
- 4.04 The factory default password supplied with the unit of Equipment will be changed by Ricoh immediately upon Installation and as directed by the Public Entity.
- 4.05 Local administrative passwords for the unit of Equipment will be changed by Ricoh only as directed by the Public Entity.
- 4.06 With the exception of the circumstance where it is necessary to suspend the functioning of a unit of Equipment until replacement parts arrive, Ricoh will not leave, at any time, the unit of Equipment in a state where it cannot be accessed by the Public Entity.
- 4.07 At no additional cost to the Public Entity, Ricoh will repair, or replace on a like-for-like basis, or by an equivalent replacement approved by the Public Entity, a defective unit of Equipment or any of its components. Ricoh will not be responsible for:

- (a) the repair or replacement of any component of a unit of Equipment or the whole unit of Equipment if the defect, failure or damage is caused by improper use or improper or inadequate maintenance and care of a unit of Equipment by the Public Entity; or
 - (b) for repair of damages to any component of a unit of Equipment or the whole unit of Equipment if those damages are due to forces external to the unit of Equipment that are not considered to be reasonable wear and tear of such unit of Equipment.
- 4.08 The unit of Equipment or any of its components that contain the Public Entity's information will have that information Securely Erased prior to removal from a Site, or that unit of Equipment or the applicable component will be left in the possession of the Public Entity. The Public Entity may, at its sole discretion, request Ricoh to have the information Securely Erased.
- 4.09 Ricoh will minimize the impact to Users when conducting any preventative maintenance, repairs or testing, which may include a like-for-like replacement or a temporary replacement of a comparable make/model and adhere to a mutually agreeable timeframe for completion of the Work.

ARTICLE 5

SPARE PARTS

- 5.01 Ricoh will keep an adequate supply of Manufacturer approved spare Equipment or Equipment components for the unit of Equipment at inventory levels required to ensure that the Repair Time and the Response Time performance commitments are met.
- 5.02 If spare Equipment or Equipment components for the unit of Equipment are not available from Ricoh's local stock, Ricoh will escalate the delivery of replacement parts. Escalation for the delivery of replacement parts will be continuous until the Incident is resolved.

ARTICLE 6

POWER INTERRUPTION

- 6.01 If the unit of Equipment fails to return to service correctly following a power interruption, Ricoh will restore it, including verifying its correct operation with the User.
- 6.02 If there are any consumable batteries in the unit of Equipment, Ricoh will replace them so as to ensure that the unit of Equipment does not lose configuration settings in case of a power outage.

ARTICLE 7

INCIDENT RESOLUTION

- 7.01 Ricoh will respond to all Full Service Maintenance requests from a Public Entity to resolve Incidents with the Priority levels described in Table 1 of this Schedule in accordance with the Response Time and Repair Time objectives described in Tables 2, 3, 4 and 5 of this Schedule. For the purposes of setting the Response Time and the Repair Time objectives, the classification of Service Locations as Urban, Rural or Remote is described in Schedule "B" – Service Locations. Ricoh, at its sole discretion, may provide Services to additional communities using commercially reasonable efforts.
- 7.02 Ricoh will not downgrade the Priority levels assigned by the Public Entity to an Incident without the authorization of the Public Entity. Any required procedural clarification will be handled as a function separate from the dispatch of technicians and resolution of an Incident.
- 7.03 Ricoh will provide twenty-four hours per day, seven days per week coverage as required, to meet the Repair Time objectives for Priority 1 Incidents as described in Tables 2, 3, and 4 of this Schedule.
- 7.04 For Priority 2, Priority 3 and Priority 4 Incidents, Ricoh will provide Incident resolution during the Business Day Hours at the Site.
- 7.05 Ricoh will provide extended coverage for Priority 2 Incidents beyond the Business Day to include Saturday.
- 7.06 The Response Time objective will be considered to be met once Ricoh is at the Site, or in the case where an Incident can be repaired remotely, Ricoh, has made contact with the User at the Site.
- 7.07 Ricoh agrees that responses for Priority 1 and Priority 2 Incidents will be continuous. Ricoh will manage resources so that staff breaks and shift changes do not delay resolution.
- 7.08 Ricoh will:
- (a) complete repair Work in the same Business Day, i.e. a repair requiring one hour to resolve which commenced prior to 5:00PM, will be completed the same Business Day;
 - (b) manage repair staff to maximize the Business Day Repair Time available to the Public Entity; and

- (c) dispatch and act on new Incidents reported until the end of each Business Day.
- 7.09 If a coordinated response to resolve Incidents is required, Ricoh will work with the Public Entity's employees and other contractors.
- 7.10 For Incidents where Ricoh identifies that the resolution of the Incident is not within its control, Ricoh will be responsible for:
- (a) reporting back to the Public Entity contact; and
 - (b) participating in the resolution of the Incident, if requested to do so by the Public Entity contact.

ARTICLE 8

STATUS REPORTING

- 8.01 The process used to update and resolve an Incident should provide the Public Entity with the highest degree of useful and timely information possible with a minimum of administrative work. Ricoh will:
- (a) provide status, including the expected Response Time, to the Public Entity contact prior to the Response Time objective expiring;
 - (b) provide status, including the expected Repair Time, to the Public Entity contact prior to the maximum Repair Time objective expiring. The Public Entity contact should be updated regularly thereafter;
 - (c) respond quickly to requests by the Public Entity contact to update the status of resolution of an Incident; e.g. within 1 hour for high Priority Incidents and within 4 hours for other Incidents;
 - (d) provide Incident resolution information to the Public Entity contact within 4 hours of resolving a Priority 1 or 2 Incident and within 24 hours of resolving a Priority 3 or 4 Incident; and
 - (e) after replacement of the unit of Equipment, indicate the change in the Equipment on the Incident resolution information.
- 8.02 Chronic problems or repeat Incidents identified by the Public Entity contact should receive priority attention by Ricoh. Ricoh will designate a senior technical or management resource to coordinate testing and resolution, and to interface with the Public Entity contact. This contact within Ricoh's organization will have the ability to assign technical resources, commit

field staff, change Equipment components, and escalate to the Manufacturer.

- 8.03 Ricoh will provide to the Public Entity and keep updated during the Service Term or the Extension Service Term a list of escalation levels and contacts within Ricoh's organization that may be contacted by the Public Entity in order to escalate the resolution of an Incident.

ARTICLE 9

DISASTER RECOVERY

- 9.01 Ricoh will be responsible for contingency plans and their implementation for recovery of the unit of Equipment in the event of a catastrophic failure or natural disaster.

ARTICLE 10

SERVICE PERFORMANCE

- 10.01 The mean Repair Time objective for all Incidents, measured monthly, will be met no less than 80% of the time. The Repair Time objective for Priority 1 and Priority 2 Incidents, measured monthly, will be met no less than 90% of the time. Mean Repair Time performance is measured from the time an Incident is reported to Ricoh until the Incident is resolved. For Priority 1 Incidents, the Repair Time is measured on a twenty-four (24) hour basis, seven (7) days per week. All other mean Repair Times will be measured over the Business Day.
- 10.02 The maximum Repair Time objective for all Incidents, measured monthly, will be met no less than 80% of the time. The maximum Repair Time objective is measured from the time an Incident is reported to Ricoh until the Incident is resolved. For Priority 1 Incidents, the maximum Repair Time is measured on a twenty-four (24) hour basis, seven (7) days per week. All other maximum Repair Times will be measured over the Business Day.
- 10.03 Maximum Repair Time objectives for:
- (a) Priority 1 and 2 Incidents will not exceed the objectives more than 1% of the time, measured over any consecutive six month period; and
 - (b) Priority 3 Incidents will not exceed the objectives more than 3% of the time, measured over any consecutive six month period.

ARTICLE 11

TRAINING

- 11.01 Ricoh will provide User training for all Users of the unit of Equipment at no additional cost to the Public Entity and will include:
- (a) Two levels of User training, basic capability and advanced capability;
 - (b) procedures required to use and access the unit of Equipment, including all functions, features and accessories; and
 - (c) training at the Site at the time of Installation for one or more Users.
- 11.02 In addition to formal training courses for Users, Ricoh will instruct Users on features and applications where instruction is required to resolve an Incident, prevent the reoccurrence of an Incident, or when replacement Equipment is required in order to resolve an Incident.

ARTICLE 12

DELIVERY AND ACCEPTANCE OF PRODUCTS AND SERVICES

- 12.01 Ricoh will not change or amend any Draw Down that includes IMAC Services, including the Delivery Date and the Installation Date without the prior written consent of the Public Entity.
- 12.02 The Public Entity reserves the right to cancel the Draw Down for the purchase of the unit of Equipment if promised or specified delivery of that unit of Equipment is not met or if the unit of Equipment or Services fail to meet specification requirements.
- 12.03 Over shipments against the Draw Down for the initial purchase of the unit of Equipment and over shipments against any subsequent Draw Down for the purchase of features and options for that unit of Equipment, may be returned with all freight charges to Ricoh's account. The Public Entity must contact Ricoh to arrange for pick-up and return of all over shipments. Draw Down numbers must be shown on all invoices, packing slips and packages. Returned items must be accompanied by a properly completed delivery slip.
- 12.04 The Public Entity will have the right of inspection and acceptance of any Products requested in a Draw Down or provided as part of the Full Service Maintenance. Inspection by the Public Entity of advance samples will not constitute final acceptance and, notwithstanding the Public Entity's

acceptance, Ricoh will remain bound by all warranties and obligations under this Contract, including without limitation the obligations under Article 14 and the Enabling Solution Warranty. No substitutions are permitted unless previously agreed to by the Public Entity and confirmed in writing.

12.05 Subject to inspection and acceptance of the Public Entity in accordance with this Article, the Public Entity will pay Ricoh the fees for the Products and Services specified in this Contract.

12.06 The unit of Equipment purchased under this Contract that is to be connected to the Province's data network, must be equipped, shipped and installed by Ricoh to ensure compliance with the Province's Equipment Security Requirements. Such unit of Equipment will be provisioned either with:

- (a) the Enabling Solution, or
- (b) the feature or function that does not comply with the Province's Equipment Security Requirements, Securely Disabled or not equipped.

12.07 Upon Installation of the unit of Equipment, Ricoh will provide to the Public Entity the Equipment Documentation.

ARTICLE 13

PRODUCT OWNERSHIP

13.01 Subject to Article 15, Ricoh warrants and represents that:

- (a) the Equipment will be New Equipment and will be provisioned with the release level of the hardware, firmware and software available on the shipping date;
- (b) it has good right, including intellectual property rights in the Products, to transfer and assign the Products to the Public Entity in the manner contemplated in this Contract;
- (c) all Products to be supplied by Ricoh to the Public Entity at any time during the Service Term or the Extension Service Term will be transferred and assigned free and clear of all charges, liens and encumbrances of every nature and kind whatsoever at the time of transfer and assignment to the Public Entity; and
- (d) the Public Entity will, from time to time and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the Products

transferred and assigned to and for its own benefit pursuant to the relevant Draw Down and without any manner of hindrance, interruption, claim or demand whatsoever of, from or by Ricoh, or any person whomsoever claiming through Ricoh, or any person claiming title paramount to Ricoh.

- 13.02 Subject to Article 15, Ricoh agrees, without any further documentation, to sell, assign and transfer to the Public Entity, and the Public Entity agrees, without any further documentation, to purchase the Products specified in the applicable Draw Down issued by the Public Entity on the terms and conditions of this Contract.
- 13.03 Subject to Article 15, title in any Product provisioned under this Contract will pass from Ricoh to the Public Entity upon payment by the Public Entity of the Price for the Product in accordance with this Contract.
- 13.04 Ricoh will be responsible for all risks of loss or damage to a Product while it is in the possession or control of Ricoh provided, however, that the Public Entity, will be responsible for all risks of loss or damage to such Product while it is in the possession or control of the Public Entity, subject to Ricoh's obligations under this Contract.

ARTICLE 14

PROVINCE'S EQUIPMENT SECURITY REQUIREMENTS

- 14.01 Subject to paragraph 14.02, Ricoh must, during the Service Term or the Extension Service Term in respect of the unit of Equipment connected to the Province's data network, ensure that the unit of Equipment, including the Embedded Software, provisioned under this Contract complies with the Province's Equipment Security Requirements.
- 14.02 For the Equipment connected to the Province's data network, during the Enabling Solution Warranty Period (defined in paragraph 16.01), Ricoh must ensure that the Enabling Solution installed in any unit of the Equipment provisioned under this Contract complies with the Province's Equipment Security Requirements. For greater certainty, if there is a conflict between this provision and paragraph 16.01, this paragraph will prevail.

ARTICLE 15

LICENSE TO EMBEDDED SOFTWARE AND ENABLING SOLUTION

- 15.01 Ricoh hereby grants to the Public Entity a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use the Embedded Software, including the Enabling Solution, installed in any unit of Equipment provisioned under this Contract for the sole purpose of enabling the Equipment to function in accordance with its specifications.
- 15.02 When the Public Entity is no longer in the possession of the unit of Equipment, the Public Entity's license under paragraph 15.01 in respect of the unit of Equipment will automatically terminate.
- 15.03 Ricoh grants to the Public Entity a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute any of the Equipment Documentation provided to the Public Entity solely for the internal business operations of the Public Entity.
- 15.04 The Public Entity acknowledges that the copyright in the Embedded Software, including the Enabling Solution, the Equipment Documentation and any modification to the Equipment Documentation is not owned by the Public Entity.

ARTICLE 16

ENABLING SOLUTION WARRANTY

- 16.01 Without in any way limiting paragraph 14.02 and subject to paragraph 16.03, Ricoh warrants that:
- (a) during the period of time the unit of Equipment, that is provisioned pursuant to this Contract with the Enabling Solution, remains in the possession of the Public Entity (the "**Enabling Solution Warranty Period**"), the Enabling Solution installed in that unit of Equipment will be of merchantable quality and free of defects in labour and materials; and
 - (b) the Enabling Solution installed in the unit of Equipment provisioned pursuant to this Contract is free from any virus at the time of delivery;

and Ricoh will, at its cost, during the Enabling Solution Warranty Period, promptly remedy any defect, error, omission or oversight in the design, installation, implementation or operation of the Enabling Solution,

including without limitation, provide Upgrades, including patches and fixes, for maintenance purposes (the “**Enabling Solution Warranty**”).

- 16.02 The provisions of paragraph 16.01 will not apply to damage or defects attributable to negligence or misuse by the Public Entity of the Enabling Solution or to maintenance or modification of the Enabling Solution not in conformity with the Province’s Equipment Security Requirements.
- 16.03 The Public Entity will give reasonable notice to Ricoh of any matter under paragraph 16.01 and if such notice is given, Ricoh will, at its cost, promptly remedy or cure such failure or defect.
- 16.04 Ricoh will, if required, supply or furnish such resources as may be necessary to remedy or rectify any defect or failure in the Enabling Solution in accordance with the provisions of this Contract, including the Province’s Equipment Security Requirements.

ARTICLE 17

COVENANTS OF RICOH

17.01 Ricoh must:

- (a) apply for, obtain and, immediately upon receipt, remit to the Public Entity any available refund, rebate or remission of federal or provincial tax or duty that the Public Entity has paid Ricoh for or agreed to pay Ricoh for under this Contract;
- (b) comply with all applicable laws;
- (c) comply with all promises, commitments and assurances made by it concerning Draw Downs, except to the extent that to do so would be contrary to an express provision of this Contract;
- (d) unless otherwise specified in this Contract, perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services;
- (e) unless the parties otherwise agree in writing, supply and pay for all labour, materials, approvals and licenses necessary or advisable to perform its obligations under this Contract, including the licenses under paragraphs 15.01 and 15.03 of this Schedule;
- (f) ensure that the Public Entity has all licenses required to use the Embedded Software, including the Enabling Solution and any other software that may be supplied by Ricoh pursuant to this Contract;

- (g) ensure that any electrical material used to provide the unit of Equipment, including all Equipment components, features and options is certified by the Canadian Standards Association and will bear evidence of approval for use within the Province of British Columbia as required by the *Safety Standards Act*. All costs of approval will be at Ricoh's expense. If more information is required, Ricoh will contact the British Columbia Safety Authority; and
- (h) ensure that the Equipment will be certified by Ricoh as complying with, or exceeding the Class A limits for radio noise emissions from digital apparatus set out in the then current standard issue of the Industry Canada ICES – 003 – Digital Apparatus.

17.02 The Full Service Maintenance for the unit of Equipment purchased by the Public Entity pursuant to this Contract will include the Manufacturer's warranty for such Equipment. For greater certainty, any Manufacturer's warranty for the Equipment will in no way limit the obligations of Ricoh under paragraphs 14.01, 14.02 and 16.01 of this Schedule.

17.03 Ricoh will ensure that all Manufacturer's warranties applicable to the unit of Equipment purchased by the Public Entity pursuant to this Contract are assigned to the Public Entity, or otherwise made to enure to the benefit of the Public Entity.

17.04 Ricoh will ensure that any warranties related to the Consumables purchased by the Public Entity pursuant to this Contract are assigned to the Public Entity, or otherwise made to enure to the benefit of the Public Entity.

ARTICLE 18

MATERIAL, RECORDS AND REPORTS

18.01 Ricoh must, upon the Public Entity's request, fully inform the Public Entity of all Work done and to be done by Ricoh or a subcontractor in connection with the provision of the Products, Services and the Enabling Solution Warranty under this Contract and, if so requested, submit such information in writing to the Public Entity.

ARTICLE 19

SECURITY AND CONFIDENTIALITY

- 19.01 Ricoh acknowledges that the unit of Equipment and its component parts may store confidential information of the Public Entity and as such, the security, availability, integrity and confidentiality of the information is paramount to the Public Entity. Ricoh must make reasonable security arrangements to protect the confidential information from unauthorized access, collection, use, disclosure or disposal.
- 19.02 Ricoh must treat as confidential all information accessed or obtained by Ricoh or a subcontractor (whether verbally, electronically or otherwise) as a result of this Contract, including, without limitation, information stored within the unit of Equipment, including its component parts (the "**Public Entity Confidential Information**"), and not permit its disclosure without the Public Entity's prior written consent except:
- (a) as required to perform Ricoh's obligations under this Contract or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as a result of a breach of this Contract, or
 - (c) if it is information that is ordered to be disclosed by a court or tribunal of competent jurisdiction.
- 19.03 Without restricting the generality of paragraph 19.02, Ricoh will comply with such directions as the Public Entity may make, acting reasonably, with respect to ensuring confidentiality, which directions may include, without limitation, the following:
- (a) restrictions upon personnel to be permitted access to the Public Entity Confidential Information;
 - (b) restrictions upon time and place of access and methods of reproduction, if any;
 - (c) restrictions upon uses to which the Public Entity Confidential Information may be put by Ricoh; and
 - (d) imposition of other procedures to ensure secrecy, both prior to and subsequent to termination of this Contract.
- 19.04 Ricoh acknowledges that a Public Entity may choose to insert a privacy protection schedule with terms similar or substantially similar to the ones appearing at <http://www.msar.gov.bc.ca/privacyaccess/PPS/pbpps.doc> to

protect its personal information. If a Public Entity chooses to insert a privacy protection schedule, such schedule will form part of a supplemental agreement which will not be part of this Contract.

19.05 Ricoh will not make any public announcement relating to this Contract without the prior written approval of the Public Entity or as required by law, but acknowledges that the Public Entity may, in its sole discretion and without consultation with Ricoh, make any public announcement relating to the Products, the Services, and the Enabling Solution Warranty under this Contract.

19.06 If Ricoh receives a request for access to any of the Public Entity Confidential Information from a person other than the Public Entity, Ricoh will not provide that access and will advise the person to make the request directly to the Public Entity.

ARTICLE 20

INSURANCE AND INDEMNITY

20.01 The indemnity and insurance provisions listed in Schedule "F" – Supplemental Terms are provisions the Province posted with the Request for Proposals for Multifunction Devices. These provisions are for information purposes only to the Public Entities and **do not form** part of this Contract. Ricoh acknowledges that a Public Entity may choose to insert similar or substantially similar wording in a supplemental agreement which will not be part of this Contract. It is the responsibility of each Public Entity to decide whether or not it wants to have a supplemental agreement dealing with insurance or indemnity provisions, or any other clauses the Public Entity deems fit.

ARTICLE 21

REPRESENTATIONS

21.01 Ricoh represents and warrants to the Public Entity that:

- (a) it is a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and is fully legally authorized, licensed and permitted to comply with the terms of this Contract;
- (b) it has the power and capacity to enter into this Contract and to observe, perform and comply with each and every term and condition in this Contract;
- (c) all necessary proceedings have been taken to authorize the execution and delivery of this Contract by Ricoh;

- (d) this Contract is legally binding upon and enforceable against Ricoh in accordance with its terms;
- (e) all documents, statements, representations or information, whether oral or written, made, furnished or given by Ricoh, its directors, officers or anyone acting on behalf of Ricoh, to the Public Entity in connection with this Contract are materially correct and accurate;
- (f) it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its properties, assets, condition (financial or otherwise), business operations or its ability to fulfil its obligations under this Contract;
- (g) the observance and performance of the terms and conditions of this Contract will not constitute a material breach by it of or a default by it under
 - (i) any statute, bylaw or regulation, duly enacted and in effect at the time of execution hereof, of British Columbia or Canada applicable to or binding upon it;
 - (ii) its constating documents, or
 - (iii) any contract or agreement to which it is a party;
- (h) it has filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, has complied with the *Workers' Compensation Act* and other similar legislation to which it may be subject, and has paid all taxes, fees, and assessments calculated to be due by Ricoh under those laws as of the date of this Contract;
- (i) it is not in breach of any statute, regulation, or bylaw, duly enacted and in effect at the time of execution hereof, applicable to Ricoh or its operations;
- (j) it holds all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct its business;
- (k) it has, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, subcontractors, materials and appropriate resources in place and available to Ricoh to fully perform and provide its obligations under this Contract in a proper and timely manner;

- (l) it has the responsibility of informing itself, and has investigated and satisfied itself, of all aspects and all information necessary to provide the Products, the Services, and the Enabling Solution Warranty in accordance with this Contract; and
- (m) it has the necessary skills, expertise and experience to provide the Products, the Services, and the Enabling Solution Warranty in accordance with this Contract.

ARTICLE 22

LEGAL RELATIONSHIP

- 22.01 Ricoh is an independent contractor and not the employee, agent, or partner of the Public Entity.
- 22.02 Ricoh will not do anything that would result in personnel hired by Ricoh or a subcontractor being considered the employees of the Public Entity.
- 22.03 Ricoh will not commit or purport to commit the Public Entity to pay any money unless specifically authorized under this Contract.
- 22.04 The Public Entity may, from time to time, give Ricoh reasonable instructions (in writing or otherwise) as to the performance of the Services. Ricoh must comply with the Public Entity's instructions but, unless otherwise specified in this Contract, Ricoh may determine the manner in which the instructions are carried out.

ARTICLE 23

ASSIGNMENT AND SUBCONTRACTING

- 23.01 Subject to Section 9 of Schedule "A" – Draw Down Items and General Terms, Ricoh must not, without the prior written consent of the Public Entity assign, either directly or indirectly, this Contract or any right of Ricoh under this Contract.
- 23.02 No subcontract, whether consented to or not, entered into by Ricoh, will relieve Ricoh from any of its obligations under this Contract or impose any obligation or liability upon the Public Entity to any such subcontractor. Ricoh must ensure that any subcontractor it retains, including the Subcontractor, fully complies with this Contract when performing the subcontracted obligations.
- 23.03 The Public Entity may assign at any time, in its sole discretion, and without the consent of Ricoh, this Contract.

ARTICLE 24

TERMINATION

- 24.01 The Public Entity may terminate this Contract for any reason, in its sole discretion, on giving thirty (30) days' written notice of termination to Ricoh.
- 24.02 Notwithstanding any other provision of this Contract, any of the following events will constitute an **Event of Default**:
- (a) Ricoh fails to observe, perform or comply with any provision of this Contract;
 - (b) any representation or warranty made by Ricoh in this Contract is untrue or incorrect; or
 - (c) an Insolvency Event has occurred.
- 24.03 On the happening of an Event of Default, or any time thereafter, the Public Entity may do any one or more of the following:
- (a) pursue any remedy available to it at law or in equity;
 - (b) waive the Event of Default; and
 - (c) deliver written notice to Ricoh specifying the Event of Default and requiring rectification within thirty (30) days of the date of delivery of such notice, or within any other longer period as specified by the Public Entity in such notice.
- 24.04 Where an Event of Default is not remedied within thirty (30) days of delivery of notice, or such other period as specified by the Public Entity, under subparagraph 24.03(c) above, the Public Entity, may, in its sole discretion, terminate this Contract by notice in writing to Ricoh.
- 24.05 If the Public Entity terminates this Contract pursuant to paragraph 24.01, the Public Entity will pay to Ricoh that portion of the fees described in Schedule "A" – Draw Down Items and General Terms due for the Equipment, and the Services pursuant to a Draw Down that were completed to the Public Entity's satisfaction before termination of this Contract.
- 24.06 The payment described in paragraph 24.05 discharges the Public Entity from all liabilities to Ricoh in respect of the termination of this Contract in the manner described in that paragraph.

24.07 The rights, powers and remedies conferred on the parties under this Contract are not intended to be exclusive and each will be cumulative and in addition to and not in substitution for every other right, power and remedy existing or available to the parties under this Contract, any other agreement, at law or in equity, and the exercise by a party of any right, power or remedy will not preclude the simultaneous or later exercise by that party of any other right, power or remedy.

ARTICLE 25

APPROPRIATION

25.01 Where a Public Entity is covered by the terms of the *Financial Administration Act*, notwithstanding any other provision of this Contract, the payment of money by the Public Entity to Ricoh under this Contract is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Public Entity, in any fiscal year or part thereof when any payment of money by the Public Entity to Ricoh falls due under this Contract, to make that payment; and
- (b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

ARTICLE 26

WAIVER

26.01 A waiver of any term of this Contract, or any breach by Ricoh of this Contract, is effective only if it is in writing and signed by the Public Entity and is not a waiver of any other term or any other breach.

ARTICLE 27

MISCELLANEOUS

27.01 This Contract will be governed by and is to be construed in accordance with the laws of the Province of British Columbia.

27.02 Time is of the essence in this Contract.

27.03 This Contract, all Draw Downs and the Order Form entered into by the parties under this Contract constitute the entire agreement between the parties with respect to the subject matter of this Contract.

- 27.04 All provisions of this Contract in favour of the parties and all rights and remedies of the parties, either at law or in equity, will survive the expiration or sooner termination of this Contract.
- 27.05 All schedules of the CSA are included in this Contract, except for Schedule "A" – Draw Down Items and General Terms, Schedule "C" – Administrative Requirements, and Schedule "G" – WSDM Software License and Maintenance Agreement, and form an integral part of this Contract.
- 27.06 If any provision of this Contract, as the case may be, is found to be invalid, illegal or unenforceable, it will be severable from this Contract, as the case may be, and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.
- 27.07 The Public Entity will make available to Ricoh all information in the Public Entity's possession which the Public Entity, in its sole opinion, acting reasonably, considers pertinent to Ricoh's provisioning of the Products and the performance of the Services.

ARTICLE 28

INTERPRETATION

- 28.01 A reference in this Contract to a statute, whether or not that statute has been defined, means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment passed in substitution therefor or in replacement thereof.
- 28.02 Unless the context otherwise requires, any reference to any paragraph or subparagraph is a reference to the appropriate paragraph or subparagraph in this Contract unless otherwise expressly stated.
- 28.03 The headings or captions in this Contract are inserted for convenience only and do not form a part of this Contract and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Contract.
- 28.04 In this Contract, "person" includes a corporation, firm, association and any other legal entity and wherever the singular or masculine is used it will be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the parties so require.

**Table 1
Incident Priorities**

Priority 1	A unit of Equipment is not operational, or a function of a unit of Equipment is not operational, causing critical business impact for a User as determined by the Public Entity.
	An Incident where no workaround as may be determined by the Public Entity is available.
	Any Incident that has a very high business impact for a User as determined by the Public Entity and is identified as a Priority 1 Incident by the Public Entity when reported to Ricoh.
	Any Priority 2 Incident Ticket identified by the Public Entity to Ricoh as a repeat report or chronic problem.
Priority 2	Any single Incident with a feature or a function of a unit of Equipment that has a high business impact on a User as determined by the Public Entity.
	An Incident where limited workaround as determined by the Public Entity may be available.
	Any Priority 3 or 4 Incident identified by the Public Entity to Ricoh as a repeat report or chronic problem.
Priority 3	Any intermittent condition which is not seriously affecting a User's ability to access and use Equipment.
	Any Incident that has a moderate business impact on a User as determined by the Public Entity.
	Minor software feature is not operational.
Priority 4	Any minor condition that does not affect the ability of the User to access and use the Equipment and the Public Entity agrees can be classified as a Priority 4 Incident.
	Any Incident that has a low business impact on a User.

Table 2
Installation of 500 units of Equipment or more
Urban Response Time and Repair Time Objectives

Priority	Hours/Days of Coverage		Response Time		Repair Time **	
			Mean Response Time***	Maximum Response Time	Mean Repair Time***	Maximum Repair Time
1	8:00-17:00, Local Time	Monday to Friday	1.5 Hours	3 Hours	2.5 Hours	4 Hours
	all other times/days		2 Hours	3 Hours	4 Hours	4 Hours
2	8:00-17:00, Local Time	Monday to Friday	3 Hours	4 Hours	4 Hours	6 Hours
	Saturday		6 Hours	6 Hours	8 Hours	8 Hours
3	8:00-17:00, Local Time	Monday to Friday	4 Hours	6 Hours	8 Hours	12 Hours
4	8:00-17:00, Local Time	Monday to Friday	8 Hours	16 Hours* (2 days)	16 Hours* (2 days)	24 Hours* (3 days)

*In this context 16 hours refers to 2 Business Days, and 24 Hrs refers to 3 Business Days

** Repair Time is measured from the time an Incident is reported to Ricoh until the Incident is resolved by Ricoh.

*** Mean Time is measured using a moving six-month average of all available data.

Table 3
Installation of 500 units of Equipment or more
Rural Response Time and Repair Time Objectives

Priority	Hours/Days of Coverage		Response Time		Repair Time **	
			Mean Response Time***	Maximum Response Time	Mean Repair Time***	Maximum Repair Time
1	8:00-17:00, Local Time	Monday to Friday	4.5 Hours	6 Hours	5 Hours	7 Hours
	all other times/days		4 Hours	6 Hours	6.5 Hours	8 Hours
2	8:00-17:00, Local Time	Monday to Friday	4 Hours	6 Hours	6.5 Hours	8 Hours
	Saturday		6 Hours	8 Hours	8 Hours	8 Hours
3	8:00-17:00, Local Time	Monday to Friday	6 Hours	8 Hours	8 Hours	12 Hours
4	8:00-17:00, Local Time	Monday to Friday	8 Hours	16 Hours* (2 days)	16 Hours* (2 days)	24 Hours* (3 days)

*In this context 16 hours refers to 2 Business Days, and 24 Hrs refers to 3 Business Days

** Repair Time is measured from the time an Incident is reported to Ricoh until the Incident is resolved by Ricoh.

*** Mean Time is measured using a moving six-month average of all available data.

Table 4
Installation of 500 units of Equipment or more
Remote Response Time and Repair Time Objectives

Priority	Hours/Days of Coverage		Response Time		Repair Time **	
			Mean Response Time***	Maximum Response Time	Mean Repair Time***	Maximum Repair Time
1	00:00-24:00, Local Time		8 Hours*	8 Hours*	8 Hours*	8 Hours*
2	8:00-17:00, Local Time	Monday to Friday, Business Days	8 Hours*	8 Hours*	8 Hours*	8 Hours*
	Saturday		8 Hours*	8 Hours*	8 Hours*	8 Hours*
3	8:00-17:00, Local Time	Monday to Friday, Business Days	8 Hours*	8 Hours*	8 Hours*	12 Hours
4	8:00-17:00, Local Time	Monday to Friday, Business Days	8 Hours*	16 Hours* (2 days)	16 Hours* (2 days)	24 Hours* (3 days)

* In this context, 8 Hrs refers to before the end of the following Business Day, 16 hours refers to 2 Business Days, and 24 Hrs refers to 3 Business Days

** Repair Time is measured from the time an Incident is reported to Ricoh until the Incident is resolved by Ricoh.

*** Mean Time is measured using a moving six-month average of all available data.

Table 5
Installation of less than 500 units of Equipment
Response Time and Repair Time Objectives

Region	Hours/Days of Coverage		Response Time		Repair Time **	
			Mean Response Time***	Maximum Response Time	Mean Repair Time***	Maximum Repair Time
Urban	8:00-17:00, Local Time	Monday to Friday	4 Hours	6 Hours	8 Hours	12 Hours
Rural	8:00-17:00, Local Time	Monday to Friday	6 Hours	8 Hours	8 Hours	12 Hours
Remote	8:00-17:00, Local Time	Monday to Friday, Business Days	8 Hours*	8 Hours*	8 Hours*	12 Hours

* In this context, 8 Hrs refers to before the end of the following Business Day

** Repair Time is measured from the time an Incident is reported to Ricoh until the Incident is resolved by Ricoh.

*** Mean Time is measured using a moving six-month average of all available data.

SCHEDULE "E"

DEFINITIONS

When used in this Corporate Supply Arrangement and the attached schedules, the following terms will have the following meaning unless the context otherwise requires:

"Add" means the addition of a feature/option to a unit of Equipment from the list of available features/options for that model of Equipment;

"Business Day" means a day that is not a Saturday, Sunday or Statutory Holiday in British Columbia;

"Business Day Hours" means 8:00 to 17:00, Pacific Time, or 8:00 to 17:00, Mountain Time, on a Business Day, as the case may be depending on the geographic location of a Site;

"Change" means a change to a feature or option installed on a Multifunction Device;

"Consumables" means items such as paper, staples, staple wire, toner, developer and fuser oil that are regularly expended when a Multifunction Device is used;

"Contract" means a contract, pertaining to a unit of Equipment, on the applicable terms and conditions set out in the Order Form, Schedule "D" – Products and Services Terms and Schedule "E" – Definitions entered into by Ricoh and a Public Entity, that has issued a Draw Down, that is formed on receipt by Ricoh of a written Draw Down and the Order Form as described in Schedule "H" – Order Form, in respect of that unit of Equipment;

"Corporate Supply Arrangement" or **"CSA"** means this CSA having for number 000340 with its respective schedules;

"Delivery Date" means the date on which Ricoh agrees to complete delivery of the Equipment to a Site pursuant to a Draw Down issued by the Public Entity;

"Draw Down" means a written draw down form issued by a Public Entity to the Offeror against the CSA for the provision of a specified quantity of Products, WSDM Software and Services at the Prices set out in Appendix 1 and Appendix 2 of Schedule "A" – Draw Down Items and General Terms;

"Embedded Software" means the software embedded or installed in a Multifunction Device provisioned under the Contract, including the Enabling

Solution, as applicable and all modifications, Upgrades and enhancements to the Embedded Software produced by Ricoh, or provided by Ricoh to the Public Entity, under the Contract;

"Enabling Solution" means a software component of the Embedded Software that is designed, developed and customized by Ricoh for the purpose of ensuring the Multifunction Devices comply with the Province's Equipment Security Requirements and which resides on each unit of Equipment, including all changes, modifications, Upgrades and enhancements to the Enabling Solution to ensure continued compliance of a Multifunction Device with the Province's Equipment Security Requirements;

"Equipment" means Multifunction Devices and the Embedded Software, including the Enabling Solution, as described in Appendix 1 and Appendix 2 of Schedule "A" – Draw Down Items and General Terms and includes all their options and features;

"Equipment Documentation" means the User documentation, technical documentation and other administrative documentation described in Section 6 of Schedule "A" – Draw Down Items and General Terms including all updates and modifications to the Equipment Documentation provided by Ricoh to the Public Entity;

"Event of Default" means each of the events specified in paragraph 24.02 of Schedule "D" – Products and Services Terms;

"Full Service Maintenance" means the provision of all Consumables described in Section 2(b) of Schedule "A" – Draw Down Items and General Terms and all warranty and reasonable wear and tear non-warranty maintenance for a unit of Equipment and its applicable Consumables, including preventative maintenance, manufacturer recommended changes, defective Equipment replacement, replacement of Consumables as set out in Section 2 of Schedule "A" – Draw Down Items and General Terms, Upgrades, patches, fixes, problem administration and resolution;

"IMAC Services" means the Installation, Move, Add or Change services described in Section 3 of Schedule "A" – Draw Down Items and General Terms;

"Incident" means any event which is not part of the standard operation of the Equipment or a Service and which causes, or may cause, an interruption to, or a reduction in, the quality of that Equipment or Service;

"Insolvency Event" means any of the following events:

- (a) an order is made, a resolution is passed or a petition is filed, for the liquidation or winding up of Ricoh;

- (b) Ricoh becomes insolvent, commits an act of bankruptcy, or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (c) a bankruptcy petition is filed or presented against Ricoh or Ricoh makes a proposal under the *Bankruptcy and Insolvency Act* (Canada);
- (d) a compromise or arrangement is proposed in respect of Ricoh under the *Companies' Creditors Arrangement Act* (Canada);
- (e) a receiver or receiver-manager of any property of Ricoh is appointed; and
- (f) Ricoh ceases, in the opinion of the Public Entity, to carry on the business as a going concern;

"Installation" means the initial Work to make a unit of Equipment operational at a Site;

"Installation Date" means the Delivery Date or a subsequent date agreed to by Ricoh and the Public Entity for the initial installation of the Equipment;

"Manufacturer" means Ricoh Canada Inc.;

"Move" means the relocation of a unit of Equipment within a Site or to another Site;

"Multifunction Device" means integrated digital equipment, including all peripherals, options and accessories whose primary function is either copying or printing, but is also able to perform one or more additional functions of copying, printing, scanning and faxing, including the ability to be data network connected;

"New Equipment" means new equipment which is as follows:

- (a) New – equipment that has not been used previously and is being actively marketed by Ricoh;
- (b) Factory produced new model – equipment that has been converted to a new model status, which maintains features and/or functions of the previous model and adds new features and/or functions not available on the previous model. Disassembled to a predetermined standard, and manufactured to a new model status, and is given a new serial number; or

- (c) Newly manufactured – assembled for the first time from new parts (it may contain some reprocessed parts or components that meet new parts or components performance standards);

“Order Form” means a completed copy of the form attached to this CSA as Schedule “H” – Order Form;

“Prices” means the prices for the Equipment and Services set out in Appendix 1 and Appendix 2 of Schedule “A” - Draw Down Items and General Terms;

“Priority” or **“Priorities”** means the rank of an Incident and the sequence, based on impact and urgency, in which Incidents are required to be resolved as further described in Schedule “D” - Products and Services Terms;

“Products” means the Equipment and the Consumables described in Schedule “A” – Draw Down Items and General Terms;

“Province” means Her Majesty the Queen in Right of the Province of British Columbia;

“Province’s Equipment Security Requirements” means terms agreed to between Ricoh and the Province for attachment of the Equipment to the Province’s data network and include the Province’s Security Standards for Multifunction Devices;

“Province’s Security Standards for Multifunction Devices” means the Province’s policy for the security for Multifunction Devices, as amended by the Province from time to time, in its sole discretion, a copy of which is available to a Public Entity that has applied to the Province for network connection through its Workplace Technology Services representative;

“Public Entity” means a corporation owned or controlled by the Province, a government board, agency and service, which is (i) a “government body”, including any “government corporation”, as defined in the *Financial Administration Act*, (ii) a “public body” as defined in the *Freedom of Information and Protection of Privacy Act*, or (iii) any other public body in British Columbia provided any such public entity has been authorized by the Province to access the Products, WSDM Software and Services and appears on the Province’s list of such public entities posted at: http://pss.gov.bc.ca/csa/pdfs/approved_csa_users.pdf;

“Subcontractor” means IKON Office Solutions, Inc., a company extra-provincially registered in British Columbia under Registration Number A0063829;

“Remote” means a classification of Service Location for the purposes of setting the longest IMAC Services lead times and Incident Response Time and Repair Time;

“Repair Time” means the period from the time an Incident is sent to Ricoh by the Public Entity to the time Ricoh remedies the Incident;

“Response Time” means the period from the time an Incident is sent to Ricoh by the Public Entity to the time Ricoh contacts the User at the Site and begins to work on resolving the Incident;

“Rural” means a classification of Service Location for the purposes of setting the intermediate (between Urban and Remote) IMAC Services lead times and Incident Response Time and Repair Time;

“Securely Disabled” means that a feature/function, which does not comply with the Province’s Security Standards for Multifunction Devices, is disabled in such a way that it cannot be enabled by a User of a Multifunction Device. Valid methods of disabling include having hardware/electronics associated with the feature/function physically removed from a Multifunction Device, and/or restricting enabling of a specific feature/function to the administrator account of each specific Multifunction Device using a password/token protection unknown or unavailable to Users;

“Securely Erased” means overwriting the Storage Media at least three times with a known pattern and/or random pattern of characters such that previously stored information cannot be retrieved after the overwriting has occurred. Examples include erasure processes such as the US DoD 5200.28-STD standard or the Peter Gutmann wiping scheme;

“Services” means those services described in Schedule “A” – Draw Down Items and General Terms and in Schedule “D” – Products and Services Terms;

“Service Location” means a community, part of a community or a geographic area as more specifically described in Schedule "B" – Service Locations;

“Site” means a civic address or other geographical location within a Service Location;

“Statutory Holiday” means the days set out in part 1 of the *Employment Standards Act*, R.S.B.C. 1996, chapter 113;

“Storage Media” means a technology (including devices and materials) used to place, keep, and retrieve data such as memory, tape, floppy discs, hard drives and memory sticks;

"**Upgrade**" means Ricoh prescribed or recommended hardware, firmware and software changes, including patches and fixes to the Equipment, including the Embedded Software, and to the WSDM Software;

"**Urban**" means a classification of Service Location for the purposes of setting the shortest IMAC lead times and Incident Response Time and Repair Time;

"**User**" means a person within a Public Entity that uses a Multifunction Device;

"**Work**" means the requirements for Services that are described in, or incorporated by reference into a Draw Down or are part of the provision of Full Service Maintenance; and

"**Workplace Technology Services**" means Workplace Technology Services division of the Ministry of Citizens' Services.

Other capitalized terms used in the Corporate Supply Arrangement are defined in the context in which they are used and will have the respective meanings there indicated or are defined in the attached schedules and in the event of a conflict in a definition in this Schedule "E" and any other schedule, the definition in this Schedule will prevail.

SCHEDULE “F”

SUPPLEMENTAL TERMS

Pursuant to paragraph 20.01 of Schedule “D” – Products and Services Terms, the indemnity and insurance provisions listed below in this Schedule are provisions the Province posted with the Request for Proposals for Multifunction Devices. These provisions are for information purposes only and **do not form** part of the Contract. Ricoh acknowledges that a Public Entity may choose to insert similar or substantially similar wording in a supplemental agreement, which will not be part of the Contract. It is the responsibility of each Public Entity to decide whether or not it wants to have a supplemental agreement dealing with insurance or indemnity provisions, or any other clauses the Public Entity deems fit.

5. Indemnity

The Contractor will indemnify and save harmless the Province, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Province at any time or times (either before or after the expiration or sooner termination of this Contract), including any claim of infringement of third-party intellectual property rights where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor or by any servant, employee, officer, director or sub-contractor of the Contractor pursuant to the Contract (each a “Loss”) excepting always liability arising out of the independent acts of the Province.

The indemnification by the Contractor pursuant to the previous paragraph will not exceed:

- a) \$3,000,000 per Loss; and
- b) \$6,000,000 in the aggregate for all Losses.

The limitation set out in above will not apply to Losses for bodily injury or damage to real property or tangible personal property, or any Loss arising from a claim of infringement of third-party intellectual property rights, or any Loss arising from a breach of paragraphs relating to confidentiality, security and privacy provisions.

If the Province intends to make a claim for a Loss:

- a) then the Province will promptly notify the Contractor in writing of the Loss as soon as the Province is aware of the Loss; and

- b) if the Loss is on the basis of a third party claim that any element of any product developed through the Contract infringes a patent, copyright, trademark or other proprietary right of any person,
 - i. then the Contractor will defend the Province against that claim at the Contractor's expense and the Contractor will pay all costs, damages and legal fees that a court finally awards or are included in a settlement agreed to by the Contractor; and
 - ii. the Province will cooperate with the Contractor and, where appropriate in the discretion of the Province, will allow the Contractor to control the defence and any related settlement negotiations.

6. Insurance

The Contractor will, without limiting its obligation or liabilities herein and at its own expense, provide and maintain throughout the term of the Contract the following insurances with insurers licensed in British Columbia or Canada and in forms and amounts acceptable to the Province:

- a) Comprehensive or Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under the Contract and this insurance will:
 - i. include the Province as an additional insured,
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - iii. include a cross liability clause.
- b) Automobile Liability on all vehicles owned, operated or licensed by the Contractor in the amount not less than \$2,000,000 per occurrence.

All insurance described above will:

- a) be primary; and
- b) not require the sharing of any loss by any insurer of the Province.

The Contractor will provide the Province with evidence of all required insurance prior to the commencement of the Contract, and from time to time as requested by the Province, in the form of a completed Province of British Columbia Certificate of Insurance. When requested by the Province, the Contractor will provide certified copies of required insurance policies.

7. Registration with Workers' Compensation Board

The Contractor and any approved sub-contractors will be registered with the Workers' Compensation Board (WCB), in which case WCB coverage will be maintained for the duration of the Contract. Prior to receiving any payment, the Contractor may be required to submit a WCB Clearance Letter indicating that all WCB assessments have been paid.

SCHEDULE "G"

WSDM SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

DEFINITIONS

1.01 In this Agreement:

- (a) **"Corporate Supply Arrangement"** or **"CSA"** means the CSA having for number 000340 with its respective schedules;
- (b) **"Extension Service Term"** means the Service Term automatically renewed for successive one month periods where such renewal is on the same terms and conditions of this Agreement, unless not less than ten (10) days prior to the expiry of the Service Term, or the then current Extension Service Term, as the case may be, the Public Entity gives notice to Ricoh that it no longer requires the services as described in Article 3 of this Agreement;
- (c) **"Public Entity"** means a corporation owned or controlled by the Province, a government board, agency and service, which is (i) a "government body", including any "government corporation", as defined in the *Financial Administration Act*, (ii) a "public body" as defined in the *Freedom of Information and Protection of Privacy Act*, or (iii) any other public body in British Columbia provided any such public entity has been authorized by the Province to access the WSDM Software and appears on the Province's list of such public entities posted at: http://pss.gov.bc.ca/csa/pdfs/approved_csa_users.pdf;
- (d) **"Ricoh"** means Ricoh Canada Inc.;
- (e) **"Service Term"** means five (5) years from when Ricoh receives the Draw Down from the Public Entity for the WSDM Software;
- (f) **"Upgrade"** means Ricoh prescribed or recommended software changes, including patches and fixes to the WSDM Software;
- (g) **"User"** means a person within a Public Entity that uses the WSDM Software;
- (h) **"WSDM Software"** means the Web SmartDevice Monitor (WSDM) Software including all customizations, modifications, Upgrades and enhancements to the WSDM Software produced by Ricoh, or provided by Ricoh to the Public Entity, under this Agreement; and

- (i) **“WSDM Software Documentation”** means the documentation provided by Ricoh in respect of the WSDM Software detailing User instructions, manuals and documents necessary for the orderly and efficient operation of the WSDM Software, including all Upgrades and modifications to the WSDM Software Documentation provided by Ricoh under this Agreement.

ARTICLE 2

LICENSE TO WSDM SOFTWARE

- 2.01 Ricoh will provide the WSDM Software to the Public Entity as a central management system in accordance with this Agreement.
- 2.02 Ricoh grants to the Public Entity a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use the WSDM Software solely for the internal business operations of the Public Entity. The WSDM Software may be used by the employees and contractors of the Public Entity for this purpose. The WSDM Software may be installed and used on one or multiple servers as determined by the Public Entity.
- 2.03 The Public Entity may only make copies of the WSDM Software for back-up purposes, provided that the Public Entity reproduces all proprietary notices on such back-up copies, and provided that only such numbers of copies of the WSDM Software, as installed and used in accordance with paragraph 2.02, will be in operation at any given time.
- 2.04 The Public Entity may not modify, translate, reverse engineer, decompile or disassemble, create derivative works based on, or copy (except for back-up as permitted above) the WSDM Software, except to the extent such foregoing restriction is expressly prohibited by applicable law.
- 2.05 Ricoh will provide to the Public Entity the WSDM Software Documentation. During the Service Term or the Extension Service Term, Ricoh will provide to the Public Entity any updates or modifications to the WSDM Software Documentation.
- 2.06 Ricoh grants to the Public Entity a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute the WSDM Software Documentation for the internal business operations of the Public Entity.
- 2.07 The Public Entity acknowledges that the copyright in the WSDM Software, the WSDM Software Documentation is not owned by the Public Entity.

ARTICLE 3

WSDM SOFTWARE WARRANTY

3.01 Subject to paragraph 3.03, Ricoh warrants that:

- (a) During the Service Term or the Extension Service Term, if the Public Entity uses the WSDM Software (the "**WSDM Software Warranty Period**"), the WSDM Software will:
 - (i) perform in conformity with the WSDM Software Documentation and the objectives and functional specifications of the central management system, and
 - (ii) be of merchantable quality and free of defects in labour and materials; and
- (b) the WSDM Software and the medium on which it was originally provided to the Public Entity is free from any virus at the time of delivery; and

Ricoh will, at its cost, during the WSDM Software Warranty Period, promptly remedy any defect, error, omission or oversight in the design, installation, implementation or operation of the WSDM Software, including without limitation, provide Upgrades, including patches and fixes, for maintenance purposes (the "**WSDM Software Warranty**").

For greater certainty, the WSDM Software Warranty Services will include maintenance, Upgrades, patches and fixes, for the WSDM Software.

- 3.02 The provisions of paragraph 3.01 will not apply to damage or defects attributable to negligence or misuse by the Public Entity of the WSDM Software or to maintenance or modification of the WSDM Software not in conformity with the WSDM Software Documentation.
- 3.03 The Public Entity will give reasonable notice to Ricoh of any matter under paragraph 3.01 and if such notice is given, Ricoh will, at its cost, promptly remedy or cure such failure or defect.
- 3.04 Ricoh will, if required, supply or furnish such resources as may be necessary to remedy or rectify any defect or failure in the WSDM Software in accordance with Section 5 of the main body of the CSA that describes the central management system.
- 3.05 During the WSDM Software Warranty Period, if the Public Entity requires

Ricoh to provide some or all of the services such as maintenance, Upgrades, patches and fixes, and Ricoh's technical support in respect of the WSDM Software and those services fall outside the scope of the WSDM Software Warranty, Ricoh will provide those services as, if, and when requested by the Public Entity pursuant to a Draw Down issued under the CSA. The pricing for those services will be in accordance with the fees provided by Ricoh pursuant to Section 5(a) of Schedule "A" – Draw Down Items and General Terms of the CSA and as set out in the Draw Down

ARTICLE 4

WSDM SOFTWARE TRAINING

- 4.01 Ricoh will provide User training for all Users as quoted when requested by the Public Entity pursuant to Section 5(a) of Schedule A – Draw Down Items and General Terms. Training will include procedures required to use and access the WSDM Software.

