

AMENDMENT NO. 2

UBEO WEST, LLC
MAINTENANCE AGREEMENT

THIS AMENDMENT NO.2 TO MAINTENANCE AGREEMENT ("Amendment No. 2"), is made and entered this ____ day of _____, 2026, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and UBEO WEST, LLC, a California limited liability company (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CITY and CONTRACTOR entered into a Maintenance Agreement on April 24, 2023, Amendment No. 1 on June 12, 2023, and Consent to Assignment on August 30, 2023 (collectively the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY now requests to extend the Agreement through June 10, 2027, and increase funds to the original Agreement in the amount of \$125,000, for a total not to exceed amount of \$224,000; and
3. WHEREAS, CONTRACTOR and CITY agree to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation,
hereinabove called "CITY"

UBEO WEST, LLC, a California limited liability company
hereinabove called "CONTRACTOR"

AARON BUSCH
Interim City Manager

A.J. HOHN
Branch Manager

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney



Exhibit 1
to Amendment
No. 1

CONSENT TO ASSIGNMENT - CONTRACT #7924

UBEO WEST, LLC DBA UBEO BUSINESS SERVICE

THIS CONSENT TO ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT, is made and entered the 30th day of August, 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY"), and UBEO WEST, LLC, a California limited liability company, doing business as UBEO Business Services, (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, UBEO MIDCO, LLC, a California limited liability company, dba RAY MORGAN COMPANY ("Assignor") and CITY entered into a Software License and Service Agreement on April 24, 2023 ("Agreement"), as set forth in Exhibit 1 attached hereto and made part hereof; and
2. WHEREAS, Assignor wishes to assign the Agreement to CONTRACTOR; and
3. WHEREAS, CITY consents to said assignment; and
4. WHEREAS, CONTRACTOR accepts the assignment and assumes all of Assignor's interests, rights, duties, and obligations remaining under the Agreement.

NOW, THEREFORE, CITY provides approval to ASSIGNOR to assign the Agreement to CONTRACTOR, its Federal Tax Identification Number (FEIN) is 94-1461160, the company address is 3131 Esplanade, Chico, CA 95973, and CONTRACTOR accepts the assignment of the Agreement. All other terms and conditions, including compensation, shall remain as set forth in the Agreement.


IN WITNESS WHEREOF, CITY, ASSIGNOR, and CONTRACTOR have executed this Agreement on the date first above written.

CITY OF LODI, a municipal corporation

UBEO WEST, LLC, a California limited liability company, dba UBEO Business Services, hereinabove called "CONTRACTOR"



 STEPHEN SCHWABAUER
 City Manager



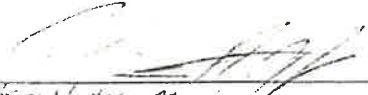
 Name: VINCE Mumbert
 Title: Branch Manager

Attest:

UBEO MIDCO, LLC, California limited liability company, dba RAY MORGAN COMPANY, hereinabove called "ASSIGNOR"




 OLIVIA NASHED
 City Clerk



 Name: Vince Mumbert
 Title: Branch Manager

Approved as to Form:



 KATIE LUCCHESI
 Interim City Attorney



RMC Ray Morgan Company

Maintenance Agreement Program Amendment

3131 Esplanade, Chico, CA 95973 Toll Free: 800.840.8065

This AMMENDMENT dated as of the 3/24/2023, modifies the current Maintenance Agreement between Customer and the Ray Morgan Company to add or delete the equipment listed and/or modify the number of impressions included per billing period and/or cost.

All other terms and conditions specified in original maintenance Agreement between the Ray Morgan Company and Customer remain unchanged.

Customer Information: (Based off PHYSICAL location)

Customer Name: Lodi City of Accounts Payable Sales Rep: Tamara Landa
 Contact Name: _____ Becker
 Email address: _____
 Address: _____ RMC Contract #: CN5483-03
 City: Lodi State: CA Zip 95241 Entity ID #: LC13

This Amendment modifies the following:

Equipment Change Copy Volume Change and Cost Both Other

Amended Equipment: (Must enclose configuration page confirming serial and meter)

	Make/Model	Beginning Meter	Serial Number	Make/Model	Beginning Meter	Serial Number
ADD:	CANON DX C58401					

	Make/Model	Ending Meter	Serial Number	Make/Model	Ending Meter	Serial Number
DELETE:						

Amended Billing: For all serials For serial(s): _____

	Minimum Volume Per Billing Cycle	Minimum Charge Per Billing Cycle	Overage/Per Copy Charge	Other
From:				
To:				

Special Instructions: PLEASE ADD TO EXISTING POOL #5 BW 0079 AND COLOR POOL #6 0550 All other terms and conditions apply Location Lodi Public Library
Not to exceed \$10,000

Additional Provision: All the amended agreement terms described in this document will take effect at the customer's next effective billing cycle date. All other terms and conditions specified in original maintenance agreement between the Ray Morgan Company and Customer remain unchanged.

Signatures:

Customer: City of Lodi
 Print Name: Stephen Schindler
 By: [Signature] May 25, 2023
Authorized Signer Date
City Manager

Ray Morgan Company Janice Magdich
 By: [Signature] 6/11/2023
Authorized Signer Date
Janice Magdich V 8.0 2/26/2016

Approved as to Form:
[Signature]
 JANICE D. MAGDICH
 City Attorney

ATTEST:
Olivia Nashed 6.12.23
 OLIVIA NASHED
 City Clerk

RMC MAINTENANCE AGREEMENT - TERMS & CONDITIONS

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





Ray Morgan Company

3131 Esplanade, Chico, CA 95973 PH: (530) 343-6065 FAX: (530) 343-9470

MAINTENANCE AGREEMENT

Date: 3/15/2023

Contract #

RMC Account Rep: Tamara Landa Becker

Purchase Order#

(Include hard copy if PO is required)

BILL TO:

SHIP TO:

Company Name:	City of Lodi		
Department:			
Address:	221 W. Pine Street		
City:	Lodi	County:	San Joaquin
State:	CA	Zip:	95240
Phone #:	(209) 651-5732		
Contact:	Lisa Noffsinger		
Email Address:	lnoffsinger@lodi.gov		

Company Name:	City of Lodi		
Department:			
Address:	221 W. Pine Street		
City:	Lodi	County:	San Joaquin
State:	CA	Zip:	95240
Phone #:	(209)651-5732		
Fax:			
Contact:	Lisa Noffsinger		
Email Address:	lnoffsinger@lodi.gov		

Meter Contact Information:(for those not pulling electronically)

Contact Name:	Lisa Noffsinger
Phone Number:	209-651-5732
Email Address:	lnoffsinger@lodi.gov
Primary Service Tech:	

AGREEMENT START DATE: See Special Instructions

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

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

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

COVERED EQUIPMENT

COVERED EQUIPMENT	ESTIMATED ANNUAL VOLUME	MANUFACTURER'S PUBLISHED YIELD PER CONTAINER	MINIMUM VOLUME CHARGE PER MONTH	MINIMUM CHARGE PER MONTH	OVERAGE PER COPY CHARGE
See Attached Multiple Equipment Supplement - Exhibit A To Be Added to Master MA				\$ -	
				\$ -	
				\$ -	

Minimum Total Per MONTH \$0.00

(Plus Applicable Taxes)

QUANTITY OF TONER INCLUDED IN AGREEMENT:

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

RENEWAL: YES NO

BILLING CYCLE - Bases

- Monthly Annual
- Quarterly Semi-Annual
- No base billing

BILLING CYCLE - Meters

- Monthly Annual
- Quarterly Semi-Annual

SPECIAL INSTRUCTIONS

Shasia piggyback contract with no escalations
Master Agreement includes all toner, labor parts and service excludes paper only
Maintenance Agreement period April 24, 2023 thru June 10, 2025

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

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

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

X CUSTOMER SIGNATURE

TITLE

April 13, 2023 DATE

RMC APPROVAL

TITLE

4/14/23 DATE

ATTEST:

OLIVIA NASHED 4.17.23
City Clerk

Approved as to City Attorney

RMC MAINTENANCE AGREEMENT - TERMS & CONDITIONS

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

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

Customer Initials

Item	Equip ID	Serial Number	Ship To Name	Location Info	Base Type	Monthly Base Rate	Overage Type	BW Group Name	Monthly BW Copies Included	BW Group Rate	CLR Group Name	Monthly CLR Copies Included	CLR Rate
IR C3325I	125340	QTW06177	Lodi City of	Engineering, basement			Quarterly	BW Pool 1		\$0.0100	CLR Pool 2		\$0.0600
IR C356IF II	168622	2QC04398	Lodi City of Information Systems	IT Department			Quarterly	BW Pool 1		\$0.0100	CLR Pool 2		\$0.0600
IR C356IF II	168967	2AB03607	Lodi City of EUD	Fleet Service			Quarterly	BW Pool 1		\$0.0100	CLR Pool 2		\$0.0600
IR C356IF II	159309	2AB06291	Lodi City of EUD	Warehouse receiving			Quarterly	BW Pool 1		\$0.0100	CLR Pool 2		\$0.0600
IR C355IF	157010	WKE05491	Lodi City of	City Manager's Office			Quarterly	BW Pool 1		\$0.0100	CLR Pool 3		\$0.0650
IR C5235A	124103	RRB25302	Lodi City of Fire Dept	Fire-Admin			Quarterly	BW Pool 1		\$0.0100	CLR Pool 4		\$0.0553
IR C5235A	125193	RRB28068	Lodi City of Finance	Finance-Accl/Budget			Quarterly	BW Pool 1		\$0.0100	CLR Pool 4		\$0.0553
IR C5240A	123718	RRD12135	Lodi City of Recreation Division	PRCS-Recreation			Quarterly	BW Pool 1		\$0.0100	CLR Pool 4		\$0.0553
IR C5240A	123642	RRD12726	Lodi City of EUD	MISC			Quarterly	BW Pool 1		\$0.0100	CLR Pool 4		\$0.0553
IR C5540I	141283	WXE11560	Lodi City of	Human Resources			Quarterly	BW Pool 1		\$0.0100	CLR Pool 4		\$0.0553
IR C5540I	141464	WXE11748	Lodi City of	PRCS-HSS Sr./Admin			Quarterly	BW Pool 1		\$0.0100	CLR Pool 4		\$0.0553
IR C5240A	112930	RRD06920	Lodi City of Community Development	Community Development			Quarterly	BW Pool 1		\$0.0100	CLR Pool 4		\$0.0553
IR C5240A	112924	RRD06927	Lodi City Of Water Treatment Plant	Water treatment Plant			Quarterly	BW Pool 1		\$0.0100	CLR Pool 4		\$0.0553
IR C5540I	157035	XLJ01847	Lodi City of EUD	EUD - Annex Trailer			Quarterly	BW Pool 1		\$0.0100	CLR Pool 4		\$0.0553
IR C5540I	157037	WXE08391	Lodi City of EUD	EUD Public Works - Engineering			Quarterly	BW Pool 1		\$0.0100	CLR Pool 4		\$0.0553
IR C5540I	159362	XUP10499	Lodi Public Library	BOOKWORM			Quarterly	BW Pool 1		\$0.0100	CLR Pool 4		\$0.0553
IR C3530I II	157187	XTD04530	Lodi City of	Back office			Quarterly	BW Pool 1		\$0.0100	CLR Pool 5		\$0.0700
IR C5860I	196576	37501593	Lodi City Of Public Works	Copyroom			Quarterly	BW Pool 2		\$0.0068	CLR Pool 1		\$0.0510
IR C7260B	118238	ULK02756	Lodi City of	City Clerk, 2nd floor			Quarterly	BW Pool 2		\$0.0068	CLR Pool 1		0.0510
IR 4235	125482	RKJ18053	Lodi City of Finance	Finance-Rew/Collections			Quarterly	BW Pool 3		\$0.0090			0.0510
IR 4751I	164145	24X05012	Lodi City of Community Development	Community Development			Quarterly	BW Pool 4		\$0.0070			0.0510
IR C5840I	196593	2YJ05979	Lodi City of				Quarterly	BW Pool 5		\$0.0079	CLR Pool 6		\$0.0550
IR 4745I	196696	25J09717	City of Lodi Police Department	Mail Room			Quarterly	BW Pool 6		\$0.0078			\$0.0550
IR C5840I	196718	2YJ11499	City of Lodi Police Department	SIU			Quarterly	BW Pool 6		\$0.0078	CLR Pool 7		\$0.0580
IR C5840I	196698	2YJ11500	City of Lodi Police Department	GIU			Quarterly	BW Pool 6		\$0.0078	CLR Pool 7		\$0.0580
IR C5840I	196697	2YJ10632	City of Lodi Police Department	Animal Control			Quarterly	BW Pool 6		\$0.0078	CLR Pool 7		\$0.0580
IR C5860I	196721	2XK03443	City of Lodi Police Department	Records			Quarterly	BW Pool 6		\$0.0078	CLR Pool 7		\$0.0580
IR C5860I	196700	2XK03688	City of Lodi Police Department				Quarterly	BW Pool 6		\$0.0078	CLR Pool 7		\$0.0580
IR C5840I	202164	2YJ20347	Lodi City of EUD				Quarterly	BW Pool 6		\$0.0078	CLR Pool 7		\$0.0580

UBEO

Contract	10/27/2023	12,228.40	FY24	32,127.99
	12/8/2023	10,597.91		
	2/23/2024	9,301.68		
	8/9/2024	9,361.17		
	8/30/2024	12,462.13		
	9/20/2024	10,969.95		
	11/22/2024	13,556.89	FY25	76,422.25
	3/21/2025	9,773.07		
Out of Contract	5/19/2025	8,796.40		
	5/19/2025	11,502.64		
	8/8/2025	13,557.29		
	11/7/2025	13,673.71	FY26	27,231.00
		135,781.24		

Invoice Average 11,315.10 Needed for six quarters **67,890.62**

Contract ends 6/10/27

Needing \$115,240.60 for the next 18 months.

Contract needs to be reduced by \$47,530.04 for payments made outside the contract.

TOTAL asking for :\$125,000

67890.62 + 47530.04= **115,420.66**

Certificate Of Completion

Envelope Id: A087036D-D906-4621-B47D-B7A8D12C41B8
Subject: Complete with Docusign: UBEO Amendment.pdf
Source Envelope:
Document Pages: 8
Certificate Pages: 4
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Joey Haines
3131 Esplanade
Chico, CA 95973
Jshaines@ubeo.com
IP Address: 108.64.188.9

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Status: Original
2/17/2026 2:47:53 PM

Holder: Joey Haines
Jshaines@ubeo.com

Location: DocuSign

Signer Events

A.J. Hohn
ahohn@ubeo.com
Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 146.75.154.185
Signed using mobile

Timestamp

Sent: 2/17/2026 2:55:24 PM
Viewed: 2/17/2026 2:56:11 PM
Signed: 2/17/2026 2:57:03 PM

Electronic Record and Signature Disclosure:
Accepted: 2/17/2026 2:56:11 PM
ID: 6c539edd-9785-47ec-9b85-b67c91e24cf9

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Tamara Landa Becker
tlandabecker@ubeo.com
Security Level: Email, Account Authentication
(None)

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Sent: 2/17/2026 2:55:24 PM

Electronic Record and Signature Disclosure:
Accepted: 3/5/2025 3:17:28 PM
ID: 6a94e140-78b0-4fd8-82db-06055d9c373e

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

2/17/2026 2:55:24 PM
2/17/2026 2:56:11 PM
2/17/2026 2:57:03 PM
2/17/2026 2:57:03 PM

Payment Events

Status

Timestamps

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