

AMENDMENT TO COMDOC DOCUMENT MANAGEMENT AGREEMENT
Prepared Exclusively for Sourcing Alliance Participants

This Addendum amends and is made a part of that certain Document Management Agreement ("**Agreement**") between ComDoc and City of Lakewood ("**Customer**") effective as of 2-9-2018, 2018. Capitalized terms used herein but not defined herein shall have the same meaning given to them in the Agreement.

The following terms shall be added to the Agreement:

1. Sourcing Alliance is a collaboration of local, regional, and national group purchasing organizations. Sourcing Alliance provides its members with already-procured, fully compliant contracts established by public sector contract holders ("**Contract Holders**") in accordance with applicable public sector procurement guidelines. These contracts feature a broad range of products, services, and benefits. Most public sector, not-for-profit, and private sector entities are eligible to join Sourcing Alliance and utilize Sourcing Alliance's competitively solicited contracts. Any entities that join Sourcing Alliance are considered Sourcing Alliance members ("**Members**") eligible to utilize any contracts made available through Sourcing Alliance by Sourcing Alliance Contract Holders. See www.SourcingAlliance.org for additional information about Sourcing Alliance.
2. The Cooperative Council of Governments ("**CCOG**") CCOG is a regional Council of Governments (a special district and local government entity) organized under Chapter 167 of the Ohio Revised Code. CCOG develops group purchasing programs at the national, state, and local levels and makes these programs available to local governments, not-for-profits, and private companies from coast to coast through Sourcing Alliance as a Contract Holder. CCOG conducts competitive solicitations for products and services in accordance with public sector procurement guidelines, works with individual Members to determine whether programs are a good fit for them, and manages the supplier relationships and performance during the contract term.
3. CCOG's predecessor organization, the Sourcing Office regional council of governments, issued RFP #2009:04.1 for Print Management Products and Services (the "**Program**") which it awarded to ComDoc, Inc., a Global/Xerox company (the "**Master Agreement**"). The Contract was subsequently assigned to its successor organization, CCOG. CCOG is the public entity contract holder of the Master Agreement.
4. This Addendum is entered into pursuant to the pricing, terms, and conditions established in the Master Agreement between ComDoc, Inc. ("**ComDoc**") and The Cooperative Council of Governments ("**CCOG**"). CCOG negotiated favorable contract terms and conditions with ComDoc for Sourcing Alliance Members; those terms are reflected in this Addendum and are only available to Sourcing Alliance Members. In all cases where the terms in this Agreement, as amended, and the terms in the Master Agreement are in conflict, the terms in this Agreement, as amended, shall control.
5. **Page 2, Section 7** of the Agreement. The language in the Agreement on Page 2 in Section 7 is hereby struck and replaced with the following: "7. **Automatic Agreement Renewal:** You shall provide us written notice with your intention to exercise your option to return all, but not less than all, of the Equipment covered under this Agreement. The written notice must be received no less than 90 days, but not more than 120 days prior to the expiration date of this Agreement term. If You elect to return the Equipment to Us at the expiration of the original or any renewal term of the Agreement, You agree to return the Equipment in accordance with section 10. If We have not received written notice from You of Your intention to return the Equipment, or if You do not return the Equipment after providing notice, this Agreement will automatically renew for succeeding one-month periods commencing at the expiration of the original term. If renewed, the first renewal payment will be due the first day after the original term expires."
6. **Page 2, Section 10** of the Agreement. The language in the Agreement on Page 2 in Section 10 is hereby struck and replaced with the following: "10. **Location of Equipment:** You will keep the Equipment at Your address as identified within this Agreement. You agree that the Equipment will not be moved from that address unless You get Our written permission in advance. If You exercise Your option to return the Equipment at the end of the term, You will immediately return the Equipment to Us in good condition to any ComDoc location in Ohio We designate. You will not be responsible for all expenses associated with crating, shipping, and insuring the shipment if You enter into a new document management agreement with Us upon the expiration of this Agreement. You will prepay all expenses of crating and shipping equipment that is returned and will properly

insure the shipment upon expiration of this Agreement if You do not enter into a new document management agreement with Us upon the expiration of this Agreement for substantially similar equipment and services."

7. **Page 3, Section b** of the Agreement. The language in the Agreement on Page 3 in Section b is hereby struck and replaced with the following: "**b. All Toner/Ink.** All supplies We provide are not for resale, and You agree to return to Us any supplies not used. We will not charge You a supply freight fee each time We ship You supplies. Delivery of supplies above manufacturer's suggested yields for Your impression volume may result in increased charges."
8. **Page 3, Section e** of the Agreement. The language in the Agreement on Page 3 in Section e is hereby struck and replaced with the following: "**e. Escalators.** There will be no per-impression cost increases during the term of this Agreement, as renewed or extended. The per-impression prices quoted in this Agreement will remain the same during the term of the Agreement, as renewed or extended."

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or "red-lined" additions and/or deletions on the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future lease transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Document Management Agreement on 2-16-2018, 2018

ComDoc, Inc.

City of Lakewood
(Legal Customer Name)

[Signature]
(Authorized Signature)

[Signature]
(Authorized Signature)

Art Hyatt
(Printed Name)

Kevin M. Butler
(Printed Name)

General Manager
(Title)

Director of Law
(Title)

Approved as to legal form:
[Signature]