



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Ricoh Americas Corporation
5 Dedrick Place
West Caldwell, NJ 07006

Attention: Vince A. Roma, Vice President, Business Development

Reference: RFP2000000264; Multi-Function Devices and Related Services

Dear Mr. Roma:

Acceptance Agreement

Contract Number: 4400003732

This acceptance agreement signifies a contract award to Ricoh Americas Corporation for Multi-Function Devices and Related Services. The period of the contract shall be from date of award through June 30, 2016, with six (6) one-year renewal periods or any combination thereof.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of RFP2000000264 and all Addenda;
- 3) The signed Memorandum of Negotiation.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Special Provision Section 20, as negotiated, within 10 days after receipt of this letter.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228



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FEB 11 2013

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Patricia Innocenti

for Cathy A. Muse, CPPO
Director/County Purchasing Agent

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MEMORANDUM OF NEGOTIATION RFP2000000264 Multi-Function Devices and Related Services US Communities (National Award)

The County of Fairfax (hereinafter called the "County") and Ricoh Americas Corporation (hereinafter called the "Contractor") hereby agree to the following in the execution of Contract 4400003732 (hereinafter called the "Contract") for the provision of Multi-Function Devices and Related Services as specified in RFP2000000264. The Contract contains the following items:

- a. County's Request for Proposal, RFP2000000264 and all Addenda;
- b. Contractor's Technical and Business Proposals as amended by this Memorandum of Negotiation;
- c. Contractor's revised Pricing Schedule dated October 5, 2012, (any reference to pricing term(s) being valid other than at minimum the first 365 days of the contract award date, are hereby removed (Ref. email dated February 6, 2013 from Stu Parker of Ricoh));
- d. Contractor's response to Clarification Questions dated July 24, 2012;
- e. Contractor's response to Clarification Questions dated July 25, 2012;
- f. Contractor's response to ecommerce Clarification dated July 27, 2012;
- g. Contractor's response to Clarification Questions dated August 10, 2012;
- h. Contractor's follow up to Negotiations dated August 30, 2012;
- i. Contractor's follow up to Negotiations dated September 20, 2012;
- j. Contractor's Negotiation Items Fairfax Final dated February 6, 2013 (proprietary and confidential);
- k. Contractor's Clarification Table (USC);
- l. RICOH Master Lease Agreement (USC Sample For all PPA's);
- m. RICOH Software Financing Agreement (USC Sample);
- n. RICOH Master Agreement (Services) (USC Sample)
- o. RICOH Service Order (USC Sample);
- p. RICOH Sale and Maintenance Agreement (USC Sample);
- q. RICOH Professional Services Statement of Work (USC Sample);
- r. This Memorandum of Negotiation;
- s. County's Purchase Order;
- t. Any subsequent amendments to the Contract;

The following provisions were negotiated and are incorporated into the Contract:

1. **Contract Clarification Table.** The Contractor's Clarification Table ("Clarification Table") shall take precedence over any other document in the Contract. Should there be a conflict of terms and conditions not identified in the Contractor's Clarification Table, then the terms and conditions of RFP 2000000264, Addenda, and subsequent mutually agreed upon Contract Amendments shall govern.

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035

Website: www.fairfaxcounty.gov/dpsm

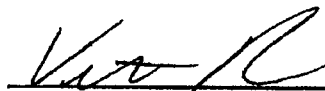
Phone: 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

2. **Termination for Convenience (Ref. RFP2000000264 Exhibit 1, Paragraph 32).** The Contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least thirty (30) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. Payment in full shall be made to the Contractor by the County for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Notwithstanding the foregoing, any termination of the Contract shall not affect any individual agreements the Contractor has in place with individual Participating Public Agencies prior to the effective date of the termination of the Contract.
3. **Pricing and Model Updates.** Ricoh's pricing is based on a discount from the MSRP of a device. When an existing product is being replaced with a new model, the discount established by the original product will be applied to the MSRP of the replacement model.

If new products are introduced that are not specifically replacing existing devices (i.e. additional products added into a segment) the discount percentages established for those products already in that segment will be applied to the MSRP of the additional product introductions.

Contractor will provide the County with a revised pricing schedule whenever products are changed or added. Once approved by the County, a Contract Amendment will be issued confirming acceptance of the revised price schedule.

ACCEPTED BY:



VENDOR'S REPRESENTATIVE VINCENT ROMA
TITLE VICE PRESIDENT

2/7/13

Date



Cathy A. Muse/ CPPO
County Purchasing Agent

2/7/13

Date

U.S. Communities Master Lease Agreement

Number: _____

CUSTOMER INFORMATION

Full Legal Name				
Address				
City	State	Zip	Contact	Telephone Number
Federal Tax ID Number <i>(Do Not Insert Social Security Number)</i>	Facsimile Number		E-mail Address	

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh Americas Corporation ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355.

1. **Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of [INSERT] and the contract period is from [INSERT] to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
2. **Schedules; Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Agreement.
3. **Term; Payments.**
 - (a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule.
 - (b) To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.
 - (c) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Customer shall have the option of terminating the particular Product under a Schedule to this Lease Agreement to which such service failure relates upon thirty (30) days prior written notice to Ricoh. In the event of such termination, Customer shall pay all fees and charges incurred through the termination date of the applicable Product, including any late fee charges (to the extent such late fee charges may be charged pursuant to Section 3(a) of this Lease Agreement).
 - (d) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).
 - (e) You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions", (b) for documented cases of non-performance as set forth in Section 3(b) and (c) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM

Customer Initials

INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. **Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies

Customer Initials

available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such

requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A

Customer Initials

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

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

- (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
- (b) Non-Appropriation/Non-Substitution. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product

covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

- (c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

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

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

CUSTOMER By: X _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____ Facsimile Number: _____	Accepted by: RICOH AMERICAS CORPORATION By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____ Facsimile Number: _____
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U.S. Communities Software Financing Agreement

Number: _____

This U.S. COMMUNITIES SOFTWARE FINANCING AGREEMENT (this "Agreement") is between Ricoh Americas Corporation ("Ricoh"; together with its successors and assignees, "we," "us" or "our") and the customer identified below ("Customer," "you" or "your").

CUSTOMER INFORMATION

Full Legal Name				Billing Contact Name			
Principal Place of Business Address				Billing Address (if different from principal place of business)			
City	County	State	Zip	City	County	State	Zip
Federal Tax ID No. <small>(Do Not Insert Social Security No.)</small>	Billing Contact Telephone No.		Billing Contact Facsimile No.	Billing Contact E-Mail Address			
Jurisdiction of Organization			Form of Organization				

LICENSED SOFTWARE DESCRIPTION

Qty	Description of Licensed Software

Qty	Description of Licensed Software

SOFTWARE SUPPLIER (If not Ricoh Americas Corporation)

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PRINCIPAL AMOUNT & PAYMENT SCHEDULE

Principal Amount <i>(Before Adjustment for Tax)</i> \$	Term <i>(months)</i> 	Payment <i>(Before Adjustment for Tax)</i> \$	Interest Rate _____% <i>per annum</i>
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Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages:____)

Customer Billing Reference Number (P.O.#., etc.) _____

TERMS AND CONDITIONS:

- Funding Authorization.** This Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of [INSERT] and the contract period is from [INSERT] to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Agreement entered into during the Contract Period shall continue in full force and effect for the entire term set forth in such Agreement. This Agreement shall consist of the terms and conditions of the Contract and this Agreement. As it pertains to this Agreement, the order of precedence of the component parts of the Agreement shall be as follows: (a) the terms and conditions of this Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Agreement in cases of conflict or inconsistency therein. You direct us or our Assignee to disburse to the software supplier who is either identified above or, if not identified above, Ricoh Americas Corporation (the "Software Supplier"), the principal amount shown above, as such amount may be adjusted in accordance with this Agreement and as shown on the Software Supplier's invoice (such amount, the "Principal Amount") in payment for your acquisition and use of the licensed software described above and as further described on the Software Supplier's invoice, together with services, maintenance, installation and training charges incurred prior to the Acceptance Date (as defined below) in connection with such licensed software (collectively, the "Licensed Software") after the delivery and your acceptance of such Licensed Software. You agree to sign and return to us a certificate of acceptance (which, at our option, may be returned electronically) within five (5) business days after the installation of the Licensed Software confirming that the Licensed Software has been delivered, installed, and is in good condition and accepted for all purposes under the Agreement.
- Promise to Pay; Interest Rate.** Except as set forth in Section 16 below entitled "State and Local Government Provisions", you promise to pay to the order of us or our assignee, if applicable, the Principal Amount plus interest on the unpaid balance in consecutive monthly payments in the amount set forth above (each such payment, as adjusted pursuant to this Section, a "Payment") over the term identified above (the "Term"). Payments will begin on or after the

delivery and acceptance date of the Licensed Software (the date of such delivery and acceptance, the "Acceptance Date"). The remaining payments are due on the same date of each subsequent month. Unless and to the extent you are exempt and provide a valid exemption certificate to us, you authorize us to adjust the Principal Amount and the Payment amount by up to fifteen percent (15%) to reflect any sales, use or similar taxes charged on the Software Supplier's invoice for the Licensed Software. You shall pay the unpaid balance of the Principal Amount and all accrued interest and any other charges due hereunder on the expiration of the Term.

EXCEPT AS SET FORTH IN SECTION 16 BELOW ENTITLED "STATE AND LOCAL GOVERNMENT PROVISIONS", YOUR OBLIGATIONS TO REMIT PAYMENTS TO US UNDER THIS AGREEMENT SHALL BE ABSOLUTE, UNCONDITIONAL AND COMPLETELY INDEPENDENT OF ANY DEFECT IN OR DAMAGE TO THE LICENSED SOFTWARE, CUSTOMER'S LOSS OF POSSESSION OR USE OF THE LICENSED SOFTWARE, OR ANY FAILURE ON THE PART OF ANY PARTY TO PERFORM ANY SERVICES RELATED TO THE LICENSED SOFTWARE. PAYMENTS UNDER THIS AGREEMENT ARE NOT SUBJECT TO SET-OFFS, CLAIMS OR DEFENSES OF ANY NATURE WHATSOEVER, ALL OF WHICH YOU HEREBY WAIVE TO THE EXTENT PERMITTED BY APPLICABLE LAW. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. Cash and cash equivalents are not acceptable forms of payment under this Agreement, and you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you.

3. Prepayment. You may not partially prepay the Principal Amount prior to the end of the Term without our written consent, which may be conditioned upon the payment of fees, the adjustment of the monthly Payment amount, and other terms and conditions. At any time, Customer may prepay all, but not less than all, of the Principal Amount, together with any and all accrued and unpaid interest thereon, any and all other amounts payable by Customer under this Agreement and, if such prepayment is made prior to the last twelve (12) months of the Term, a prepayment fee equal to the lesser of (i) one percent (1%) of the Principal Amount outstanding on the date of prepayment (without giving effect to any prior prepayments) multiplied by the number of full twelve-month periods remaining until the end of the Term and (ii) the maximum prepayment charge allowed by applicable law, or as otherwise mutually agreed to by the parties.
4. Late Payments. If any Payment or any other sum due under this Agreement is not received within ten (10) days after the applicable due date for such Payment or other amount, in addition to the amount of each such Payment or other amount, to the extent not prohibited by applicable law, you shall pay a late payment charge of five (5%) of such past due amount or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you also agree to pay \$25 for each check returned for insufficient funds or any other reason.
5. Ownership; Security Interest. Unless we are the licensor of the Licensed Software, we have no ownership interest in the Licensed Software and shall not be shown as the owner of the Licensed Software on any tax reports or returns. To secure all of your obligations under this Agreement, you grant to us a security interest in your rights under and interests in each software license agreement relating to the Licensed Software, including any amendments thereto (each, a "License") and each maintenance, support or other service agreement relating to any License, together with all of your rights and interest in any general intangibles which any of the foregoing may represent, and all products and proceeds of such rights and interest (collectively, the "Collateral"). You irrevocably grant to us the power to prepare, sign on your behalf (if applicable), and file Uniform Commercial Code ("UCC") financing statements identifying the Collateral and any related amendments or continuations.
6. Representations, Warranties and Covenants. You hereby represent, warrant and covenant as follows: (i) you have the power and authority to enter into this Agreement and to grant the security interest described in this Agreement; (ii) the Collateral is, and will remain, free and clear of all liens and encumbrances of every kind, except for the security interest granted in this Agreement and the rights of the software licensor in the Licensed Software; (iii) you will maintain each License in full force and effect and will do all acts deemed necessary by

us to continue our perfected, first priority security interest in the Collateral; (iv) you shall remain solely responsible under any License for the observance and performance of all conditions and obligations of you under such License; (v) you shall pay promptly when due all taxes, fees, assessments and other charges levied or assessed on any of the Collateral or on the use of the Collateral or on this Agreement to the extent permitted by applicable law; (v) you will use the Licensed Software only in the lawful conduct of your business, and not for personal, household or family purposes; (vi) your address, legal name, and form and jurisdiction of organization are set forth above or referenced above, and you will not change your address, legal name or form or jurisdiction of organization without thirty (30) days prior written notice to us; and (vii) this Agreement has been duly executed and delivered by your authorized officer or agent and constitutes your legal and binding obligations, enforceable against you in accordance with its terms.

7. Default and Remedies. Each of the following is a "Default" under this Agreement: (i) you fail to make payment of any amount due under this Agreement within thirty (30) days after its due date; (ii) you default or fail to perform any of your obligations under this Agreement; (iii) any License is terminated for any reason; (iv) any representation or warranty contained under this Agreement proves to be false in any material respect; or (v) the appointment of a receiver for all or of any part of your property, the assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency law by or against you. Upon the occurrence of a Default, we may (A) declare all of the Principal Amount immediately due and payable, without demand or notice to you, and such amount shall bear interest at the lower of one and one-half percent (1-1/2%) per month or the maximum rate allowed by applicable law; (B) terminate or cause to be terminated your rights under each License and withhold or cause to be withheld any maintenance, support or other service relating to each License; and (C) exercise any and all rights of a secured party under the UCC, and to the extent permitted by applicable law, we may charge you for expenses incurred in connection with the enforcement of such rights and remedies, including, without limitation, collection costs, attorneys' fees and court costs. You irrevocably grant to us the power to terminate or suspend any maintenance, support or other service relating to each License for and on your behalf. Our remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. We shall not be required to first foreclose, proceed against or exhaust any Collateral before enforcing your obligations under this Agreement. To the extent permitted by applicable law, you hereby waive presentment, demand for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, and all other notices in connection herewith.

8. DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT: WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF YOU; YOU HAVE SELECTED THE LICENSED SOFTWARE, THE SOFTWARE SUPPLIER AND, IF APPLICABLE, THE SOFTWARE LICENSOR BASED UPON YOUR OWN JUDGMENT; YOU AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL STATEMENTS OR REPRESENTATIONS CONCERNING THE LICENSED SOFTWARE MADE TO YOU; THE LICENSED SOFTWARE IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY YOU AND THAT THE SAME IS SUITABLE AND FIT FOR YOUR PURPOSES; WE DO NOT MAKE, HAVE NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT OR THE LICENSED SOFTWARE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO, AND MAKE YOUR OWN DETERMINATION OF THE PROPER ACCOUNTING TREATMENT OF, THIS AGREEMENT AND THE AGREEMENT. WE SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE LICENSED SOFTWARE OR THIS AGREEMENT.

9. Limitation on Charges. Both parties intend to comply with all applicable laws. In no event will you be charged nor will we collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Agreement or refunded to you.
10. Notices. All required notices will be considered to have been given if sent by registered or certified mail or overnight courier service to the other party (as the case may be) at its address stated herein, or at such other place as such addressee may have designated in writing. Notices shall be effective upon receipt, as reflected on the proof of delivery.
11. Assignment; Successors and Assigns. You shall not assign this Agreement or any of your obligations under this Agreement, without our prior written consent. We may sell or assign all or a portion of our interests in this Agreement without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set-offs that you may have against us. In the event the remit to address for Payments is changed during the term of this Agreement, then Ricoh or the Assignee will provide notice to you. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. This Agreement shall be binding upon you and your representatives, successors and assigns, and shall inure to the benefit of us, our successors and assigns. You acknowledge that the Assignee is not the owner, developer or designer of the Licensed Software.
12. Indemnification. To the extent permitted by applicable law, you are responsible for all losses, claims, liens, suits, damages, liabilities, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to this Agreement or the Licensed Software. You agree to indemnify and defend us against, and hold us harmless from, any and all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement. You shall pay to us all reasonable costs and expenses, including reasonable attorneys' and collection fees, incurred by us in enforcing the terms and conditions under, or in protecting our rights and interests in, this Agreement.
13. GOVERNING LAW, JURY TRIAL WAIVER, SEVERABILITY, EFFECT OF AGREEMENT. YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. If any provision of this Agreement is in conflict with any applicable statute, rule or regulation, then such provision shall be deemed null and void to the extent of such conflict, but without invalidating any other provision of this Agreement. This Agreement constitutes the full and complete agreement between you and us in connection with the Licensed Software. This Agreement cannot be modified except by mutual, signed written agreement between you and us. This Agreement shall continue in full force and effect for so long as any amount shall remain outstanding under this Agreement.
14. Miscellaneous. You authorize us to insert or correct missing information on this Agreement, limited to the following: (1) the agreement and/or applicable contract number(s), (2) your proper legal name, jurisdiction and form of organization and (3) any information describing the Licensed Software to include the quantity thereof. If applicable and to the fullest extent permitted by applicable law, you authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Agreement. Each of our respective rights and indemnities will survive the termination of this Agreement.
15. Electronic Transmission of Documents. This Agreement may be executed in counterparts. The counterpart that has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile or by other electronic transmission, the facsimile or other electronic transmission of this Agreement, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of this Agreement containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Agreement containing your manual signature.
16. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, as indicated on the first page of this Agreement, the following additional terms and conditions shall apply:
- (a) Essentiality. During the term of this Agreement, the Licensed Software will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Licensed Software is essential to performing such governmental or proprietary functions.
 - (b) Non-Appropriation. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under this Agreement in the next succeeding fiscal period, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, and (B) this Agreement shall terminate, on the last day of the fiscal period for which funds were appropriated for the amounts due under this Agreement, without penalty or expense to you and you shall not be obligated to pay amounts due under this Agreement beyond such fiscal year, provided that you shall pay any and all amounts due up through the end of the last day of the fiscal year for which appropriations were made. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
 - (c) Funding Intent. You represent and warrant to us that you presently intend to continue this Agreement for the entire term of this Agreement and to pay all amounts due under this Agreement and to do all things lawfully within your power to obtain and maintain funds from which such amounts may be paid. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of this Agreement the amounts due under this Agreement to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all amounts under this Agreement coming due during such fiscal year.
 - (d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Agreement; (C) this Agreement has been duly authorized, executed and delivered by you and constitute a

valid, legal and binding agreement enforceable against you in accordance with its terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) If applicable, you agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC,

as applicable, to preserve the tax exempt status of this Agreement. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Agreement.

- (e) Assignment. If applicable, you agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Agreement, as of the date written below.

CUSTOMER

By: **X** _____
Authorized Signer Signature

Printed Name: _____

Title: _____ Date: _____

RICOH AMERICAS CORPORATION

By: _____
Authorized Signer Signature

Printed Name: _____

Title: _____ Date: _____

**U.S. COMMUNITIES
MASTER AGREEMENT
(MANAGED DOCUMENT SERVICES AND/OR LABOR)**

Customer:

Full Legal Name: _____

Address: _____

City: _____ State: _____ Zip: _____

THIS MASTER AGREEMENT ("Agreement") is made by and between Ricoh Americas Corporation ("Ricoh") with its principal place of business at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355 and the customer listed above ("Customer"). This Agreement shall be effective from the _____ day of _____, 20____ and shall remain in effect for so long as any current or renewal term of any Order Form (as defined below) executed by Ricoh and Customer remains in effect. Any expiration or earlier termination of this Agreement shall not, however, be deemed to terminate, alter or otherwise modify the term of any Order Form entered into by the parties, which shall remain in effect in accordance with its terms. This Agreement is executed pursuant to the Contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of [INSERT] and the Contract Period is from [INSERT] to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Order Form entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order Form. This Agreement shall consist of the terms and conditions of the Contract and this Agreement and any Order Form issued pursuant thereto. As it pertains to this Agreement for Services (as defined below), the order of precedence of the component parts of this Agreement shall be as follows: (a) the terms and conditions of the Order Form (b) the terms and conditions of this Agreement, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Agreement in cases of conflict or inconsistency therein.

1. Services. Ricoh and/or its affiliate companies will provide Customer and/or its subsidiary and affiliated companies with the services more particularly described in an ordering document (the "Services"). In order to obtain Services from Ricoh, Customer shall submit to Ricoh an ordering document in the form of a Service Order, Statement of Work or other written instrument accepted and approved by Ricoh (an "Order Form"). In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Agreement establishes the terms and conditions between the parties governing all Services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Agreement, will not modify or affect this Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Agreement.

2. Service Warranties. Ricoh warrants that the Services performed under an Order Form will be performed in a good and workmanlike manner. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed; provided, however, resolution of any applicable service levels shall be made in accordance with the terms of the Order Form.

3. Fees and Charges. Customer payment for Services shall be net thirty (30) days. All rates and other charges provided for in any Order Form or owing under this Agreement are exclusive of all federal, state, municipal or other governmental excise, sales, use or similar taxes, which taxes (other than taxes relating to Ricoh's income) will be billed to Customer if required to be collected and remitted by Ricoh. Except as expressly set forth in writing, Ricoh may, increase fees and any rate expressly stated in any Order Form with respect to on-site Personnel in accordance with the pricing changes in the Contract. To the extent not prohibited by applicable law and unless and to the extent Customer is exempt and provides a

valid exemption certificate to Ricoh, in addition to the payments under the Order Form, Customer agrees to pay all taxes, assessments, fees and charges governmentally imposed upon Ricoh's provision of the Services under an Order Form.

4. Invoicing. All invoiced amounts shall be due to Ricoh by the date indicated on the invoice and will be considered past due thereafter. To the extent not prohibited by applicable law, if any invoiced amount is not paid within ten (10) days of its due date, Customer will pay, in addition to the invoiced amount, a late charge of five percent (5%) of the overdue payment (but in no event greater than the maximum amount allowed by applicable law). To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Agreement or an Order Form, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred. If Customer is in arrears on any invoice, Ricoh may, on giving notice, withhold or cancel further performance of Order Forms for such Services until all overdue amounts are paid in full. Ricoh may suspend or terminate this Agreement or any Order Form entered into hereunder for non-payment. If Customer disputes a charge or charges on a given invoice, Customer shall pay all non-disputed charges and protest the disputed charges in writing to Ricoh. Customer will not be charged a late fee on any charges disputed by Customer in accordance with this Agreement.

5. Term. Termination of Services. This Agreement is effective as of the date set forth above and will remain in effect for so long as any initial or renewal term of any Order Form remains in effect. Any earlier termination of this Agreement for any reason shall not be deemed to terminate, alter or otherwise modify the term of any Order Form, which shall remain in effect in accordance with its terms and subject to this Agreement. Except as otherwise set forth in an Order Form, either party may terminate any of the Services specified in an Order Form upon thirty (30) days' prior written notice, subject to any termination fee as may be set forth in the applicable Order Form. In the event Ricoh terminates any Services procured hereunder or this Agreement without cause, Ricoh shall reimburse Customer for all prepaid fees related to Services not

rendered prior to termination. Upon termination of this Agreement by Customer, Customer shall be responsible for payment for all Services completed by Ricoh and accepted by Customer through the effective date of termination.

6. Default. In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding.

7. Confidentiality.

7.1 Ricoh recognizes that it must perform the Services in a manner that protects any information of Customer or its clients that Customer has clearly identified to Ricoh as being confidential (such information hereafter referred to collectively as "Customer Confidential Information") that may be disclosed to Ricoh hereunder from improper use or disclosure. Ricoh agrees to treat Customer Confidential Information on a confidential basis. Ricoh further agrees that it will not disclose any Customer Confidential Information without Customer's prior written consent to any third party except to authorized representatives of Customer or to employees or subcontractors of Ricoh who have a need to access such Customer Confidential Information to perform the Services contemplated hereunder. Customer Confidential Information shall not include (i) information which at the time of disclosure is in the public domain, (ii) information which, after disclosure becomes part of the public domain by publication or otherwise through no fault of Ricoh, or (iii) information which can be established to have been independently developed and so documented by Ricoh or obtained by Ricoh from any person not in breach of any confidential obligations to Customer. The terms of this Agreement shall not be considered to be Customer Confidential Information. Customer acknowledges and agrees that any information provided by Customer to Ricoh pursuant to this Agreement that constitutes Protected Health Information ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 45 CFR Parts 160 and 164 ("HIPAA") and the Health Information Technology for Economical and Clinical Health Act, Public Law 111-005 (the "HITECH Act") or "nonpublic personal information" as defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder ("Gramm-Leach-Bliley") shall be specifically identified as such to Ricoh in writing.

7.2 The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of Customer owned, Customer leased or Ricoh provided equipment, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at then-current Contract rates. The selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, data information or documentation, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data

Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

7.3 Notwithstanding anything in this Agreement to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws. RICOH DOES NOT PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.

7.4 Ricoh recommends encryption related to the transmission of data for the provision of Services. If data is required to be encrypted by law (including but not limited to HIPAA, the HITECH Act, or Gramm-Leach-Bliley), and should Customer not encrypt such data, Customer is responsible for such failure to encrypt under the law.

8. Insurance. At all times during the term of this Agreement, Ricoh shall comply with the following insurance requirements:

8.1 Ricoh shall maintain workers' compensation insurance for all such party's employees, including coverage under the applicable law of the jurisdiction where the work will be performed. Ricoh shall also require that all of its subcontractors maintain similar workers' compensation coverage. For the purpose of this Section, self-insurance approved by the appropriate state agency or regulatory body is deemed to satisfy these requirements.

8.2 Ricoh shall maintain employer's liability insurance (in the United States typically Coverage B of a workers' compensation policy) with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident; (ii) \$1,000,000 for bodily injury by disease; and (iii) \$1,000,000 for each employee for bodily injury by disease. Ricoh shall also require that all of its subcontractors maintain similar employer's liability coverage.

8.3 Ricoh shall maintain general liability insurance and include the other party as an additional insured. Limits shall be a minimum of: (i) \$1,000,000 per occurrence for bodily injury or property damage; (ii) \$1,000,000 per occurrence for products or completed operations; and (iii) \$2,000,000 annual aggregate for products or completed operations' claims. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Ricoh shall also require that all of its subcontractors maintain similar general liability insurance.

8.4 Ricoh shall maintain automobile liability insurance that includes the other party as an additional insured. Limits shall be a minimum of: (i) \$1,000,000 per accident combined single limit or (ii) \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. Coverage shall include liability assumed under the Agreement.

8.5 Ricoh shall maintain professional liability insurance to the extent applicable to any contracted professional services for any negligent acts, errors or omissions in the performance of such professional services. Policy limits shall be a minimum of \$1,000,000 per occurrence.

8.6 Customer shall maintain insurance, through self-insurance or otherwise, that is necessary for Customer to perform its obligations hereunder and shall be appropriate under applicable law, including commercial general liability and workers' compensation policies.

8.7 With regard to the above, Ricoh's insurance shall: (i) be underwritten by a licensed insurer reasonably acceptable to the other party; (ii) be primary for Ricoh's exposure relative to any insurance purchased or maintained by the other party; (iii) be evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled, non-renewed or materially altered without thirty (30) days written notice by certified mail to the other party. With regard to the general liability insurance and automobile liability insurance, Ricoh's insurance shall be endorsed so the insurer will waive subrogation rights against the other party.

9. Indemnification.

9.1 Ricoh shall indemnify, keep and save harmless the Customer, its agents, officials, employees and volunteers against claims of bodily injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Customer in consequence of the performance of this Agreement or which may otherwise result therefrom, to the extent the act was caused through the negligent acts or omissions or willful misconduct of Ricoh or its employees, or that of any Ricoh subcontractor or its employees, if any; and Ricoh shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Customer in any such action, Ricoh shall, at its own expense, satisfy and discharge the same. Ricoh expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Ricoh, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Customer as herein provided.

9.2 Customer shall be responsible for its acts or omissions and the acts or omissions of its agents, officials, employees and volunteers.

9.3 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to give Ricoh any control over decisions relating to choosing the content of information copied or otherwise handled hereunder. Customer represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having Ricoh perform Services under this Agreement.

9.4 Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

10. Limitations. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN AN ORDER FORM, RICOH MAKES

NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Ricoh shall be excused from any delay or failure in performance of the Services under this Agreement for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control. THE AMOUNT OF ANY LIABILITY OF RICOH TO CUSTOMER OR ANY THIRD PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Professional Services. In the event that Customer desires to order professional services (including but not limited to, document output analysis, back-file conversion services, hosting, coding, data discovery, imaging services, or forensic collection services), or engage Ricoh for certain project-based work ("Professional Services"), it must do so by entering into an Order Form accepted and approved by Ricoh for such purpose. Each Order Form will be governed by this Agreement and the Contract and the following terms:

11.1 Changes to the scope of the Professional Services described in any such Order Form shall be made only in a written change order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide any such Professional Services at the Customer location set forth in the Order Form, as applicable, or on a remote basis as mutually agreed upon. In consideration of the services set forth in the Order Form, Customer shall pay Ricoh the fees in the amounts and at the rates set forth therein per the Contract prices. Ricoh may suspend or terminate such services for non-payment of Services should Customer be in violation of payment provisions of this Agreement.

11.2 Customer acknowledges that Ricoh's performance of any such Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order Form. Estimated delivery and/or service schedules contained in any Order Form are non-binding estimates.

11.3 Intellectual property rights arising from the Professional Services (but not the data, materials or content provided by Customer) shall remain the property of Ricoh, and nothing contained in any Order Form shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Order Form or that may be independently developed by Ricoh outside the scope of the Order Form and without use of any confidential or otherwise restricted material or information thereunder. Customer shall not use any Professional Services provided pursuant to an

Order Form for any unlawful purpose. Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in the applicable Order Form or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by Ricoh for Customer in connection with the Professional Services ("Contract Property"), unless otherwise agreed upon in the Statement of Work. Ricoh shall retain all ownership rights to the Contract Property. For purposes of clarity any Order Form and the foregoing license relates to the Professional Services only, and software programs shall not be deemed to be deliverables or "Services" or "Professional Services." All licensing for Ricoh or third-party software shall be as provided in subsection 11.4 below.

11.4 All Ricoh and/or third-party software provided by Ricoh as part of or in connection with the Professional Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth the relevant transaction documentation, and to the terms of the respective End User License Agreements. Upon Customer's request, Ricoh shall provide the applicable End User License Agreements to Customer. If such software is manufactured by a party other than Ricoh, then Customer acknowledges that Ricoh is not the manufacturer or copyright owner of such third party software and that Ricoh makes no representations and provides no warranties with respect thereto. Ricoh shall make available to Customer any warranties made to Ricoh by the manufacturer of the software and/or products utilized by Ricoh in connection with the Professional Services hereunder, to the extent transferable and without recourse.

12. Export Laws. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable laws or regulations relating to export and re-export control (collectively, "Export Laws") and for obtaining any applicable authorization or license under the Export Laws. Customer acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage third-party subcontractors, both foreign and domestic, to perform any portion of the Services on Ricoh's behalf. Customer represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Export Law.

13. Personnel. If an Order Form provides for the provision by Ricoh of on-site personnel ("Personnel") to perform the Services, such Personnel shall at all times be the employees of Ricoh, and Ricoh shall be solely responsible for the supervision, daily direction and control of such Personnel. Ricoh shall have the right to remove, reassign, or take any other employment-related action with respect to any of its Personnel furnished pursuant to this Agreement. In the event of such removal or reassignment, Ricoh will furnish a replacement. In addition, Ricoh shall be responsible for payment of all compensation, benefits and employer taxes relating to such Personnel (including workers' compensation and disability). Ricoh reserves the right to hire temporary employees or subcontractors, if the circumstances require, in order to perform the Services or to accommodate special requests from Customer. The parties do not hereby intend to enter into a partnership or joint venture, to become agents of one another or to have their respective personnel become agents of the other, and the relationship between Ricoh and Customer shall at all times be that of independent contractors, whether under the HITECH Act or otherwise. Should Customer determine that any Personnel are not performing in accordance with

the requirements of this Agreement, Customer shall provide Ricoh with written notice of such failure. Within five (5) business days of Ricoh's receipt of such notice, and in accordance with Ricoh policy and procedure, Ricoh shall remedy the deficiency with the Personnel in question. Notwithstanding, if Customer believes that an action of Personnel warrants immediate action by Ricoh, Customer shall contact Ricoh and provide Ricoh in writing with the reason for requesting such immediate action. Customer may not request that Ricoh take action because of race, religion, gender, age, disability, or any other legally-prohibited basis under federal, state or local law.

14. Purchases of Equipment for Cash. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

15. Assignment. Neither party shall assign or in any way dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

16. Governing Law. This Agreement and any Services procured hereunder shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

17. Non-Appropriation of Funds. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions in this Section 17 shall apply. Customer's obligation to pay compensation due to us under this Agreement and any Order Form is subject to appropriations by Customer's governing board to satisfy payment of such obligations. Customer's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the Order Form to this Agreement shall terminate effective at the end of the fiscal year for which funds were appropriated and Customer will not be obligated to make any payments under such

Order Form to this Agreement beyond the amount appropriated for payment obligations under the Order Form to this Agreement. Customer will provide Ricoh with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by Customer's governing board. However, Customer's failure to provide such notice shall not extend the Order Form to this Agreement into a fiscal year in which sufficient funds have not been appropriated, provided that (x) Customer shall pay any and all payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) Customer shall pay for Services set forth under any such Order Form for each month or part thereof that Customer utilizes the Services.

18. Miscellaneous. The parties agree that the terms and conditions contained in this Agreement, the Contract and any document to procure Services make up the entire agreement between them regarding the Services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. All equipment purchased or leased by Customer pursuant to a separate agreement will be separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. Except as otherwise expressly set forth herein, any change in any of the terms and conditions of this Agreement or any document to procure Services hereunder must be in writing and signed by both parties.

The parties hereby acknowledge that this Agreement or any Order Form may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. All notices shall be given in writing and sent by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Agreement. Either party may change its address by giving written notice of such change to the other party. Notices shall be effective on the date received. If more than one affiliate or subsidiary of Customer has signed this Agreement, each such Customer agrees that its liability is joint and several. If Customer has signed this Agreement on behalf of any of its subsidiaries or affiliates, or for the benefit of any third party, Customer shall remain liable for the obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the effective date specified above.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH AMERICAS CORPORATION

By: _____
Name: _____
Title: _____
Date: _____



**Managed
Document
Services**

MPS and Beyond

**U.S. COMMUNITIES
SERVICE ORDER #__**
(MANAGED DOCUMENT SERVICES AND/OR ON-SITE LABOR)

This Service Order is made pursuant to the U.S. Communities Master Agreement ("Agreement") by and between Ricoh Americas Corporation ("Ricoh") and _____ ("Customer") dated as of _____, 20__. This Service Order shall be effective as of the ____ day of _____ 20__ ("Service Order Effective Date") and have a (____) month term ("Initial Term") for performance unless earlier terminated as expressly provided herein. Thereafter, this Service Order shall be renewed on a month-to-month basis (each a "Renewal Term"), at the rates specified herein, unless terminated by either party upon thirty (30) days prior written notice before the end of the Initial Term or Renewal Term, as applicable.

This Service Order is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of [INSERT] and the contract period is from [INSERT] to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Order Form entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order Form. All terms and conditions of the Agreement and Contract are incorporated into this Service Order and made a part hereof. All capitalized words used but not defined in this Service Order will have the meanings given to them in the Agreement. This Service Order shall consist of the terms and conditions of the Contract, the Agreement and this Service Order issued pursuant thereto. As it pertains to this Service Order, the order of precedence of the component parts of the Service Order shall be as follows: (a) the terms and conditions of this Service Order, (b) the terms and conditions of the Agreement, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Service Order in cases of conflict or inconsistency therein. It is the intent of the parties that this Service Order be separately enforceable as a complete and independent agreement, independent of all other Service Orders made as part of the Agreement. This Service Order consists of this page, together with the following selected Exhibits and Schedules, which shall apply only to the engagement contemplated by this Service Order.

EXHIBITS

- ☒ Exhibit A – Fees, Locations, Services and Personnel
- ☒ Exhibit B – Scope of Work and Service Levels
- ☒ Exhibit C – Equipment Definitions and Terms

SCHEDULES

- ☒ Schedule 1 – Ricoh-Provided Equipment
- ☒ Schedule 2 – Customer-Provided Equipment
- ☒ Schedule 3 – Third Party Equipment
- ☒ Schedule 4 – Monitored Equipment

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

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH AMERICAS CORPORATION

By: _____
Name: _____
Title: _____
Date: _____

**EXHIBIT A TO SERVICE ORDER
MASTER AGREEMENT - FEES, LOCATIONS, SERVICES AND PERSONNEL**

FEES

As of the Service Order Effective Date:

Minimum Service Fee: Customer shall pay the [monthly/quarterly] minimum service fee ("Minimum Service Fee") for the Services set forth below and subject to the terms of the Scope of Work attached hereto as Exhibit B. The Minimum Service Fee will be increased by the mutually agreed amount set forth in the Agreement or any Additional Service Addenda in a form to be agreed upon by the parties.

- Minimum Service Fee shall be \$_____ per [month/quarter]

[If Impressions are included:]

As part of the Minimum Service Fee listed above, Ricoh will provide Customer with the base black and white and base color images as set forth below. Customer will be charged for black and white and color images [monthly/quarterly] over the base images indicated in the table below.

Option A:

		Base Images	Overage Rate
Copy Center & Convenience	Black & White		
	Color		
Copy Center	Black & White		
	Color		
Convenience	Black & White		
	Color		
Printers	Black & White		
	Color		

Option B:

		Base Images	Overage Rate
Ricoh-Provided Equipment	Black & White		
	Color		
Customer-Provided Equipment	Black & White		
	Color		
Third-Party Equipment	Black & White		
	Color		

Option C:

	Base Images	Overage Rate
Black & White		
Color		

Ricoh shall invoice Customer for the Minimum Service Fee and any other base recurring charges that may be agreed to by Ricoh and Customer in the form of an amendment to this Service Order. Additional charges incurred by Customer during the billing period in excess of the Minimum Service Fee (i.e., image charges and overtime charges as set forth herein) will be billed in arrears.

Separate from the Minimum Service Fee listed above, Customer will be charged:

- Overtime: When Customer workload requires the Services to be provided beyond Normal Operating Hours (defined below), Ricoh will provide overtime Services and will invoice Customer for such overtime. Overtime will be charged at [\$25.00] per hour per Personnel for week nights and [\$30.00] per hour per Personnel for weekends and holidays, with a four (4) hour per Personnel minimum overtime shift when the overtime is not directly adjacent to Normal Operating Hours. [Ricoh shall require prior Customer approval for all overtime Services.]
- Equipment Moves: Charges to move equipment [for distances greater than _____ () miles] - \$ _____
- Freight, Delivery, and Mailing Costs: If Customer contracts for Ricoh to perform mail and courier services, Customer shall pay all postage/mailing expenses (meter rentals), any reasonable fuel surcharges assessed from time to time, courier and/or carrier fees directly as deemed necessary to provide the Services. Ricoh shall not bear or be responsible for any costs related to Customer's freight, delivery and/or mail costs and, to the extent Ricoh pays such costs, Customer shall reimburse Ricoh.

Transition Billing:

Option A (Long form):

During the [first [three (3)] months of the term of this Service Order] **or** [time period beginning on _____, 20__ and ending on _____, 20__] (the "Transition Period"), Customer will pay a monthly service fee of \$ _____ per month ("Transition Fee") for the Services, which is based on the Customer's historical monthly image volume of _____ black and white images and _____ color images. During the Transition Period, Ricoh will perform an initial equipment inventory of all Customer equipment to determine what equipment is covered by this Service Order and will update the TRAC Asset Management Database to reflect any additional equipment ("Additional Equipment") located during such inventory. Any Additional Equipment will be Covered Equipment (as defined in Exhibit C hereto) under this Service Order, except as expressly set forth in writing by Customer. If Ricoh determines that any Additional Equipment effects the Minimum Service Fee and/or the Cost Per Image rates set forth above, Ricoh will provide Customer, in the form of an Amendment to this Service Order, with the revised Minimum Service Fee and/or the Cost Per Image rates necessary to provide Services on the Additional Equipment and Customer shall have thirty (30) days to agree to such revised Minimum Service Fee and/or Cost Per Image rates. In the event Customer does not agree to such revised Minimum Service Fee and/or Cost Per Image rates, Ricoh shall have no obligation to provide any Services on the Additional Equipment and Ricoh will charge Customer, on a time and materials basis at Ricoh's then current rates, for any Services previously provided on the Additional Equipment during the Transition Period. Ricoh will obtain initial meter reads for all Covered Equipment during the Transition Period and Customer agrees to provide access to Ricoh on a timely basis for such purpose. If Customer's actual average monthly image volume during the first [three (3)] months after the Transition Period is greater than or less than [ten percent (10%)] of the historical monthly image volumes set forth above, Ricoh will invoice or credit, as applicable, the difference between the actual average monthly image volume and the historical monthly image volume on Customer's next invoice.

Option B (Implementation Billing)

During the [first [three (3)] months of the term of this Service Order] **or** [time period beginning on _____, 20__ and ending on _____, 20__] (the "Transition Period"), Customer will pay a monthly service fee ("Transition Fee") for the Services, as set forth in the Implementation Plan attached hereto as Schedule 5. As set forth in the Implementation Plan, the Transition Fee will be increased as the Services are implemented and any Ricoh Provided Equipment is installed at the Customer's location(s). During the Transition Period, Ricoh will perform an initial equipment inventory of all Customer equipment to determine what equipment is covered by this Service Order and will update the TRAC Asset Management Database to reflect any additional equipment ("Additional Equipment") located during such inventory. Any Additional Equipment will be Covered Equipment (as defined in Exhibit C hereto) under this Service Order, except as expressly set forth in writing by Customer. If Ricoh determines that any Additional Equipment effects the Minimum Service Fee and/or Cost Per Image rates set forth above, Ricoh will provide Customer with the revised Minimum Service Fee and/or Cost Per Image rates necessary to provide Services on the Additional Equipment and Customer shall have thirty (30) days to agree to such revised Minimum Service Fee and/or Cost Per Image rates. In the event Customer does not agree to such revised Minimum Service Fee and/or Cost Per Image rates, Ricoh shall have no obligation to provide any Services on the Additional Equipment and Ricoh will charge Customer, on a time and materials basis at Ricoh's then current rates, for any Services previously provided on the Additional Equipment during the Transition Period. Ricoh will obtain initial meter reads for all Covered Equipment during the Transition Period and Customer agrees to provide access to Ricoh on a timely basis for such purpose.

Termination of Services: To the fullest extent permitted by applicable law, in the event (i) Customer terminates this Service Order for its convenience pursuant to Section 5 of the Agreement or (ii) Ricoh terminates this Service Order pursuant to a Customer default under Section 6 of the Agreement, the parties agree that Customer will pay the "Service Termination Fee" to Ricoh. The Service Termination Fee shall be equal to: (a) Ricoh's unamortized costs in implementing the Services including, but not limited to, costs relating to vehicles, computers, mail/copy equipment, printers, scanners, etc., (b) amounts paid with respect to any software and/or services fees that Ricoh has paid in advance and which are non-reimbursable, and (c) amounts paid to Personnel as severance as a result of any termination of Services. With respect to the Service Termination Fee, Ricoh will submit

an invoice to Customer with supporting detail to Customer representing the foregoing costs, which Customer shall pay to Ricoh within thirty (30) business days of receipt of invoice. The parties acknowledge and agree that such payment will be due and payable to Ricoh in respect of unamortized costs incurred by Ricoh associated with the implementation of the Services, as more fully described in the Service Order. If Customer terminates this Service Order pursuant to a Ricoh default under Section 6 of the Agreement, Customer shall not be obligated to pay the Service Termination Fee.

LOCATIONS

Ricoh will perform the Services at the following Customer location(s):

Customer and Ricoh may agree to add Customer locations over the term of this Service Order, and any such additional locations will be documented by an "Additional Service Locations Addendum" to this Service Order signed by both parties.

SERVICES

Ricoh will provide the following Services to Customer pursuant to this Service Order:

Managed Document Services

- ☐ [Onsite] or [Remote] Fleet Management Services
- ☐ [Onsite] or [Remote] Transformation Services
- ☐ Consumables Management Services
- ☐ Multi-vendor Management
- ☐ TRAC Solution®
- ☐ Intelligent Device Monitoring
- ☐ @Remote Enterprise Pro

Equipment Repair and Maintenance; Supplies; Software Support

- ☐ Equipment Repair and Maintenance Services
- ☐ Supplies
- ☐ Software Support

Onsite Services

- | | |
|--|---------------------------|
| <input type="checkbox"/> Copy Services | Hours of Operation: _____ |
| <input type="checkbox"/> Facsimile Services | Hours of Operation: _____ |
| <input type="checkbox"/> Mail Services | Hours of Operation: _____ |
| <input type="checkbox"/> Courier Services | Hours of Operation: _____ |
| <input type="checkbox"/> Receptionist Services | Hours of Operation: _____ |
| <input type="checkbox"/> Imaging Services | Hours of Operation: _____ |
| <input type="checkbox"/> Records Management Services | Hours of Operation: _____ |
| <input type="checkbox"/> [Other Services] | Hours of Operation: _____ |

[If Ricoh is including the costs of Services to be provided under a Statement of Work in the Minimum Service Fee, then include the following:]

Professional Services

Ricoh will provide the following Services to Customer pursuant to a Ricoh Statement of Work:

- ☐ Project Management
- ☐ Change Management Consulting
- ☐ Document Workflow Consulting
- ☐ Professional Services Engineering Block of Hours
- ☐ _____

All other Services shall be agreed upon from time-to-time by Customer and Ricoh in writing.

PERSONNEL

Ricoh, in its sole discretion, shall provide such Personnel as Ricoh determines necessary to perform the Services [and to meet the Service Levels set forth in Exhibit B].

OR

Ricoh will provide the following Personnel to perform the Services specified above:

- ☐ Full-time (Onsite)
- ☐ Full-time (Offsite)

- ☐ Part-time (Onsite)
- ☐ Part-time (Offsite)

Either during any Ricoh Personnel's assignment to Customer or within one (1) year after the completion of such an assignment, should Customer directly or indirectly solicit, hire or otherwise employ any Personnel in any manner whatsoever to perform services similar to those Services provided to Customer hereunder or have any Personnel provide such services through a third party, then Customer shall pay Ricoh, as a one-time placement fee as compensation for the screening, hiring and training costs incurred by Ricoh with respect to the replacement of each such Personnel, a sum equal to one (1) years' salary for each such Personnel Customer hires, engages or otherwise employs (but in no event more than \$20,000 for each such Personnel). The foregoing shall not apply provided that the Customer: (a) posts the employment advertisement to the general public; and (b) the employee or independent contractor of the other party independently finds and responds to such employment advertisement, which in turn is the basis for the hiring.

Hours of Operation and Holidays: Ricoh will provide the Services during "Normal Operating Hours." The Normal Operating Hours, unless otherwise specified herein, will be 8:00 a.m. to 5:00 p.m., local time, Monday through Friday except holidays recognized by Customer (which shall not be less than the seven (7) annual holidays specified below). Customer Nationally Recognized Holidays: [(i) New Year's Day; (ii) Memorial Day; (iii) Independence Day; (iv) Labor Day; (v) Thanksgiving; (vi) day after Thanksgiving; and (vii) Christmas Day.]

Additional Staffing: Additional staffing may be requested when scheduled forty-eight (48) hours in advance. Such additional staffing is provided on an as-available basis for weekday shifts. There is a four- (4-) hour minimum required for this service. Rates for such additional staffing will be as set forth in the Contract. Longer-term full-time and part-time staffing may be added via an amendment to this Service Order. Additional rates for longer-term additional staffing will be agreed upon in advance of commencement of such service by way of an amendment to this Service Order and such pricing shall be in accordance with the Contract. [Full-time headcount is considered forty (40) hours per week for an assignment in excess of a month; part-time headcount is considered twenty (20) hours per week for assignments in excess of a month.]

Onsite Services: If any Personnel are to be located onsite at Customer's location(s) in order to perform the Services ("Onsite Services"), Customer will provide adequate space for operation of all of the Onsite Services selected hereunder and will provide for the preparation of the designated space in its facility for the provision of the Services by Ricoh, including any electrical work required for installation or operation of all equipment required under this Service Order to perform such Onsite Services. Unless otherwise agreed herein, for Ricoh to perform the Onsite Services, Customer shall provide: (i) the office supplies (such as paper clips, staples, staplers, tape, etc.); and (ii) the office equipment (such as desks, shelves, telephones, file cabinets, table and chairs) that Customer and Ricoh mutually agree are necessary.

EXHIBIT B TO SERVICE ORDER
MASTER AGREEMENT - SCOPE OF WORK AND SERVICE LEVELS

The following terms shall apply to any Services provided by Ricoh:

Customer will maintain the designated space at the locations for the Services free from any unsafe conditions and will make available to the Personnel and subcontractors any safety equipment or materials provided by Customer to Customer's own employees and subcontractors. Customer shall provide adequate security for equipment (including Ricoh-Provided Equipment), supplies, and other items of value utilized by Ricoh in the performance of the Services at Customer locations. Customer shall bear all losses resulting from the theft or loss of such equipment (including Ricoh-Provided Equipment), supplies and/or items of value, except those negligently or willfully caused by Ricoh or Ricoh's employees.

Ricoh's inability to fulfill its obligations under this Agreement or Service Order because of any failure of Customer to meet its obligations under this Service Order shall not constitute a breach of this Service Order or other default by Ricoh.

I. MANAGED DOCUMENT SERVICES ("MDS")

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

1. Equipment Installation Management. For any Ricoh-Provided Equipment (as defined in Exhibit C attached hereto) that is to be installed at Customer locations during the term of this Service Order, Ricoh will work with Customer to mutually develop an Implementation Plan, which may be set forth in a Statement of Work and attached hereto. The Implementation Plan will set forth the objectives, metrics, requirements and expected timeline of the Ricoh-Provided Equipment Delivery, Installation and Configuration Services, along with the implementation and commencement of any other Services under this Service Order. Ricoh will provide a Single Point of Contact ("SPOC") to meet with Customer on a regular basis (as mutually determined by Ricoh and Customer) to report of the progress of the Implementation Plan along with any necessary changes or support requirements.

2. Equipment Asset Management Services. Ricoh will perform an initial equipment inventory of all Customer equipment to determine what equipment is covered by this Service Order and will update the Schedules to this Service Order to reflect any Additional Equipment located during such inventory. Any equipment located during such inventory will be Covered Equipment under this Service Order, except as expressly set forth in writing by Customer. After the initial equipment inventory, Ricoh will continue to maintain and update the TRAC Asset Management Database to include the asset tag and agreed upon equipment information (including model, serial number and equipment location) for all Covered Equipment [and Monitored Equipment]. Ricoh will obtain meter reads for all Covered Equipment [and Monitored Equipment]; provided that Customer agrees to provide access to Ricoh on a timely basis. If Customer does not provide such access on a timely basis for any given item of Covered Equipment [or Monitored Equipment], Ricoh reserves the right to estimate the meter readings from previous meter readings for such Covered Equipment [or Monitored Equipment]. Appropriate adjustments will be made to subsequent billing cycles following Ricoh's receipt of actual and accurate meter readings. As part of its Services, Customer acknowledges and agrees that Ricoh may place automatic meter reading units on the Covered Equipment [and Monitored Equipment] in order to facilitate the timely and efficient collection of accurate meter read data on a regular basis. Ricoh agrees that such units will be used by Ricoh solely for such limited purpose.

3. Install, Move, Add, Change and Dispose ("IMAC-D") Services. Ricoh will record Covered Equipment [and Monitored Equipment] IMAC-D data for any such actions with respect to the Covered Equipment [and Monitored Equipment] taken by Ricoh as part of the Services. For any IMAC-D actions with respect to the Covered Equipment [or Monitored Equipment] taken by Customer or any third-party vendor, Customer will provide such data to Ricoh as is reasonably requested by Ricoh, and Ricoh will record such data to the extent such data is provided to Ricoh by Customer or such third-party vendor, as applicable. Ricoh will provide access to such IMAC-D data to Customer in periodic reports and upon Customer's request. Except as otherwise agreed in writing, the removal and disposal of any Customer-Provided Equipment or Third-Party Equipment will be at Customer's sole expense and Ricoh shall have no obligation to remove or dispose of any such Equipment.

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

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

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

B. Transformation Services. If Ricoh is engaged to provide Transformation Services, then a Ricoh [Service Delivery Manager] will work with Customer in good faith to develop a “Continuous Improvement Action Plan” which shall be intended to work towards a reduction in Customer’s total cost of ownership of Covered Equipment, improved productivity of the Covered Equipment and/or increased efficiency in Customer’s document based business processes. The Continuous Improvement Action Plan may include print policy guidance and monitoring, device rationalization, change management monitoring and execution, and business process optimization recommendations. The Continuous Improvement Action Plan will be reviewed on a [monthly/quarterly] basis and provided as part of Ricoh’s regular reports to Customer. Both parties acknowledge and agree that the realization of any cost savings is subject to numerous conditions and assumptions that may be beyond the reasonable control of the parties as well as Customer’s willingness to implement such proposed cost savings opportunities. Accordingly, neither party makes any representations or warranties relating to the amount, nature or timing of any savings or objectives that may be achieved.

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

D. Multi-Vendor Management. As part of the Services, Ricoh will manage the third-party vendor relationship with any vendors of Third Party Equipment (as defined in Exhibit C attached hereto) as further described in a Statement of Work attached hereto. Customer shall provide the necessary contract and contact information for any applicable third-party vendors to allow Ricoh to manage such relationships. Ricoh shall not assume any liability or obligations under any third-party vendor contracts, including those for service or supplies.

E. TRAC Solution®. The TRAC (Trend, Reporting, Analysis and Communication) Solution is a web-based application and repository hosted by a third party application service provider (ASP) that is designed to enable centralized monitoring, tracking and management of the Covered Equipment and Services provided under this Service Order. During the term of this Service Order and provided Customer is not in default, Customer shall be entitled to receive access to the Basic Services as described under this Service Order and, at its election, may elect to subscribe for Enhanced Services at additional costs. To access and use the TRAC Solution, Customer shall be entitled to receive a confidential password, for which Customer shall assume responsibility to secure. Customer acknowledges that the information or data contained in any report or other document generated through the TRAC Solution that utilizes or incorporates Customer provided information is dependent upon the accuracy and completeness of such information. Ricoh shall not be responsible for any such inaccuracies, error or omissions resulting therefrom. Customer further acknowledges that the TRAC Solution is a proprietary solution to Ricoh and/or its third party ASP and that use and access shall be limited to internal business purposes only. Ricoh acknowledges that Customer shall be entitled to retain any proprietary rights it may have in the information provided to the TRAC Solution and the content of any reports generated therefrom, provided, however, that Ricoh may access the data contained in TRAC Solution and/or the reports generated from the TRAC Solution so that Ricoh can provide the Services required hereunder. If Customer terminates the Services provided by Personnel under this Service Order, Customer’s access to any TRAC Services shall also be terminated. Customer must comply with the TRAC Solution subscription agreement, which subscription agreement Ricoh will provide upon Customer request.

G. @Remote Enterprise Pro. @Remote Enterprise Pro is a locally installed server-based software for monitoring and managing networked Ricoh manufactured equipment. @Remote Enterprise Pro may allow Ricoh to remotely collect meter reads, install print drivers, and receive real-time Ricoh manufactured equipment status including paper, toner, configuration and early warnings such as “Low Toner” or “Almost out of Paper” and to automatically direct those alerts to Personnel, depending on what options are selected by Ricoh and Customer. @Remote Enterprise Pro cannot and does not collect Customer document content or user information. Customer must comply with the @Remote Enterprise Pro license agreement that ships with the product which Ricoh will provide upon Customer request.

F. Intelligent Device Monitoring. Intelligent Device Monitoring (IDM) is Ricoh's technology-enabled process for the management of remote, networked print devices, including: device administration and reporting; supply and service management; meter collection; and, control utilization.

II. EQUIPMENT REPAIR AND MAINTENANCE, SUPPLIES AND SOFTWARE SUPPORT

A. Equipment Repair and Maintenance Services.

1. Description of Services. If Ricoh is engaged to provide Equipment Repair and Maintenance Services, Ricoh will, during Normal Operating Hours, repair or replace in accordance with the terms and conditions of this Service Order any part of the Covered Equipment which does not perform according to manufacturer specifications ("Equipment Repair and Maintenance Services"). Ricoh will perform Preventative Maintenance ("PM") in accordance with the manufacturer's suggested schedule. Ricoh will make commercially reasonable efforts to perform all PM visits during Normal Operating Hours and in a manner not to interrupt the normal operations for Customer. Replacement parts will be furnished on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Covered Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Covered Equipment. All parts removed due to replacement will become the property of Ricoh, except hard drives on Customer-Provided Equipment (as defined in Exhibit C attached hereto) and Third-Party Equipment. Ricoh labor for service calls outside of Normal Operating Hours will be charged at the overtime rate set forth in the Contract. Ricoh will not be obligated to provide any reconditioning or similar major overhauls on Customer-Provided Equipment or Third-Party Equipment.

2. Equipment Eligibility. All Customer-Provided Equipment and Third-Party Equipment is subject to inspection and evaluation by Ricoh to determine whether such Equipment is eligible for Equipment Repair and Maintenance Services under this Service Order. Any Service necessary to bring such Customer-Provided Equipment or Third-Party Equipment into compliance with the manufacturer's specifications shall be at Customer's expense and in addition to the Minimum Service Fee. If Customer elects not to perform any such necessary Service, and/or Ricoh determines that any such Customer-Provided Equipment or Third-Party Equipment effects the Minimum Service Fee set forth above, Ricoh will provide Customer with the revised Minimum Service Fee necessary to provide Services on such Customer-Provided Equipment or Third-Party Equipment and Customer shall have thirty (30) days to agree to such revised Minimum Service Fee. In the event Customer does not agree to such revised Minimum Service Fee, Ricoh shall have no obligation to provide any Services on such Customer-Provided Equipment or Third-Party Equipment and Ricoh will charge Customer, on a time and materials basis at Ricoh's then current rates, for any Services previously provided on such Customer-Provided Equipment or Third-Party Equipment.

3. Space Requirements. Customer will provide adequate electrical service, telephone service, custodial service, air ventilation, heating and cooling systems for any Covered Equipment and will provide the access needed for equipment maintenance, repair, installation and removal. Customer will designate a key operator for the Covered Equipment who will be primarily responsible for the use and care of the Covered Equipment on behalf of Customer, and will be the primary point of contact for Personnel on Covered Equipment-related matters. Customer will make key operators available for instruction in use and care of the Covered Equipment. Unless otherwise agreed upon by Ricoh herein, all supplies for use with the Covered Equipment will be provided by Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

4. Limitations. The Equipment Repair and Maintenance Services provided by Ricoh under this Service Order will not include the following: (i) repairs or Software Support (defined below) resulting from misuse (including without limitation failure to maintain a proper environment for the Covered Equipment or software); (ii) repairs made necessary by service or relocation of the Covered Equipment performed by persons other than Ricoh representatives; (iii) parts no longer available from the applicable manufacturer for the Third-Party Equipment or Customer-Provided Equipment; and (iv) electrical work external to the Covered Equipment, including problems resulting from overloaded or improper circuits. Damage to Covered Equipment or parts, except to the extent damaged by Ricoh, are not covered by this Service Order. In the event that any Customer-Provided Equipment or Third-Party Equipment requires (__) or more service calls within ____ (__) consecutive calendar days for the same hardware defect, then Customer shall be responsible for the replacement of such Customer-Provided Equipment or Third-Party Equipment within thirty (30) days notice from Ricoh, if Ricoh is to continue to provide Service on such Customer-Provided Equipment or Third-Party Equipment pursuant to this Service Order. If Customer elects not to replace such Customer-Provided Equipment or Third-Party Equipment, and Ricoh determines that any such Customer-Provided Equipment or Third-Party Equipment effects the Minimum Service Fee set forth above, Ricoh will provide Customer with the revised Minimum Service Fee necessary to provide Services on such Customer-Provided Equipment or Third-Party Equipment and Customer shall have thirty (30) days to agree to such revised Minimum Service Fee. In the event Customer does not agree to such revised Minimum Service Fee, Ricoh shall have no obligation to provide any Services on such Customer-Provided Equipment or Third-Party Equipment.

5. Service Levels. If Ricoh is engaged to provide Equipment Repair and Maintenance Services, Ricoh agrees to meet the following Service Levels:

Quarterly Average Response Time

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

Uptime

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

In the case of an element of the Service Levels under this Section II (A) (5) of this Exhibit B to Service Order not being achieved a resolution or remedy process is to be engaged. A resolution or remedy will be documented by a corrective action plan tied to an agreed upon timeline to bring the services within targeted standards. The primary indicator of a problem unit of Ricoh Equipment is consistent failure to achieve the minimum required 95% uptime. Should the uptime of a specific piece of Ricoh Equipment fall below the ninety-five percent (95%) target, Ricoh will perform an in-depth evaluation and repair the problem unit to remedy the situation. The unit will then be closely monitored by Ricoh and if, over the next forty-five (45) day period the ninety-five percent (95%) target is not achieved and the Customer requests a replacement, Ricoh will replace the Ricoh Equipment at no expense.

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

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

The corresponding Service Coverage plan applicable to each unit of Covered Equipment will be identified, as appropriate, on Schedules 1-4. Any supplies provided by Ricoh in connection with its Equipment Repair and Maintenance Services for Equipment covered under this Service Order will be provided in accordance with manufacturer's specifications. If Ricoh determines that Customer has used more than the manufacturer's recommended specifications for supplies provided by Ricoh, Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse additional supply shipments. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

C. Software Support. Ricoh will, during Normal Operating Hours, provide support for software supplied by Ricoh ("Software Support") in accordance with the terms and conditions of this Service Order. Software Support is advice by telephone, email or via Ricoh's or the software developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults (remotely or by attendance on site as determined by Ricoh). The limitations set forth above in Section II (A) (4) of this Exhibit B to Service Order apply to this Software Support section.

III. ONSITE SERVICES

A. Copy Services. If Ricoh is engaged to provide onsite Copy Services hereunder, Ricoh will provide reprographic/copying services with various finishing options, including binding, hole punching, stapling, lamination, and other special finishing services mutually agreed upon, at the Customer location(s) identified and at the prices set forth herein. Copy jobs will be completed in accordance with the following Service Levels:

Job Accuracy

Copy Center completes [_____] jobs per month with an average job size of [_____] impressions. Copy all jobs as stated in the specifications agreed to by both Ricoh and Customer and specified by the job ticket with 95% of jobs completed with no error. Measured by calculating the jobs delivered with no error as recorded on the Ricoh Onsite Copy Services Log divided the total completed jobs for the period. The measurement is based on an average for a 90-day calendar period.

On Time Job Completion

Copy Center completes [_____] jobs per month with an average job size of [_____] impressions. Copy all jobs as stated in the specifications agreed to by both Ricoh and Customer and specified by the job ticket with 95% of jobs completed on time as measured by calculating the jobs completed on time as recorded on the Log divided by the total completed jobs for the period. The measurement is based on an average for a 90-day calendar period.

B. Facsimile Services. If Ricoh is engaged to provide onsite Facsimile Services hereunder, Ricoh will send, receive and distribute facsimiles on behalf of Customer.

C. Mail Services. If Ricoh is engaged to provide Mail Services, hereunder, Ricoh will manage Customer's inbound and outbound mail operations at the Customer locations identified ("Mail Centers") and at the prices set forth herein. This includes processing all mail pieces and parcels received at the Mail Centers, coordinating pickup and drop-off services with the United States Postal Service, maintaining a tracking system for accountable, express, special and/or overnight mail and parcels, and picking up outbound mail from Customer's offices and departments, as mutually agreed upon by the parties. Mail Services will be completed in accordance with the following Service Levels:

Mailroom Services

Mailroom delivers [_____] (tubs/trays) of items per day. Delivery of 98% of all Mail within same day measured by calculating the delivered mail (_____) divided by total mail (_____) for the day. This does not include mail to be researched (no name, unknown name, etc). The measurement is based on an average for a 90-day period.

D. Courier Services. If Ricoh is engaged to provide Courier Services hereunder, Ricoh will pick-up and deliver mail pieces and parcels within the Customer location(s) identified and at the prices set forth herein. Routine courier routes and delivery timeframes will be mutually determined by the parties. Ricoh Personnel will also be available upon Customer's reasonable request for pick-ups or deliveries. Courier services do not include, unless otherwise agreed upon in writing by the parties, courier runs to and from any locations outside of the Customer location(s) identified in Exhibit A.

E. Receptionist Services. If Ricoh is engaged to provide Receptionist Services hereunder, Ricoh will provide Personnel to answer telephone calls, operate Customer's switchboard, and direct Customer visitors, as appropriate, at the Customer location(s) identified and at the prices set forth herein.

F. Imaging Services. If Ricoh is engaged to provide Imaging Services, Ricoh will convert hard copy documents provided by Customer into electronic images of such documents as further set forth in a Statement of Work attached hereto.

G. Records Management Services. If Ricoh is engaged to provide Record Management Services, Ricoh will maintain the Customer's files and records as further set forth in a Statement of Work attached hereto.

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

- A. Covered Equipment.** “Covered Equipment” shall mean all Ricoh-Provided Equipment, Customer-Provided Equipment and Third-Party Equipment, as set forth below.
- 1. Ricoh-Provided Equipment.** “Rico-Provided Equipment” shall mean all equipment leased by Customer (“Leased Equipment”) from Ricoh or a Ricoh leasing partner pursuant to a lease agreement, along with any equipment provided by Ricoh (“Included Equipment”) as part of the Services and set forth on Schedule 1 attached hereto, or, in the event Ricoh is providing the TRAC Solution to Customer, as set forth in the TRAC database as maintained by Ricoh. In the event of a conflict between Schedule 1 and any TRAC database maintained by Ricoh hereunder, the TRAC database shall control. Unless otherwise provided in writing by Customer at the time of order, any additional equipment leased by the Customer pursuant to a Master Lease Agreement made pursuant to the Contract during the term of this Service Order shall be considered Leased Equipment and added to this Service Order as Covered Equipment. All Included Equipment shall remain the property of Ricoh or Ricoh’s assignee, and Customer shall have no right, title or interest in or to the Included Equipment other than as expressly set forth herein. The Master Lease Agreement shall be separately enforceable as a complete and independent agreement, separate and distinct from the Agreement and all Service Orders to the Agreement. Ricoh may sell or assign all or a portion of its interests in the Included Equipment without notice to Customer. Upon expiration of this Service Order or cancellation for any reason, Customer shall permit Ricoh to remove from Customer’s location(s) the Ricoh-Provided Equipment and any unused Ricoh-provided supplies.
 - 2. Customer-Provided Equipment.** “Customer-Provided Equipment” shall mean all equipment owned by Customer and set forth on Schedule 2 attached hereto that will be covered by the Services or, in the event Ricoh is providing the TRAC Solution to Customer, as set forth in the TRAC database as maintained by Ricoh. In the event of a conflict between Schedule 2 and any TRAC database maintained by Ricoh hereunder, the TRAC database shall control. All Customer-Provided Equipment shall remain the property of Customer, and Ricoh shall have no right, title or interest in or to the Customer-Provided Equipment.
 - 3. Third-Party Equipment.** “Third-Party Equipment” shall mean any equipment which is leased or rented by Customer from a third party pursuant to a lease or rental agreement (a “Third-Party Lease”) and set forth on Schedule 3 attached hereto that will be covered by the Services or, in the event Ricoh is providing the TRAC Solution to Customer, as set forth in the TRAC database as maintained by Ricoh. In the event of a conflict between Schedule 3 and any TRAC database maintained by Ricoh hereunder, the TRAC database shall control. Ricoh shall have no obligation, and does not assume any obligation, under the Third-Party Lease between Customer and the third-party.
- B. [Monitored Equipment.** “Monitored Equipment” shall mean any equipment owned by Customer or leased or rented by Customer from a third-party pursuant to a Third-Party Lease that is only covered by Fleet Management Services. Any Monitored Equipment shall be set forth on Schedule 4 attached hereto or, in the event Ricoh is providing the TRAC Solution to Customer, in the TRAC database as maintained by Ricoh. In the event of a conflict between Schedule 4 and any TRAC database maintained by Ricoh hereunder, the TRAC database shall control.]

**SCHEDULE 1 TO SERVICE ORDER
MASTER AGREEMENT – RICOH-PROVIDED EQUIPMENT**

Included Equipment:

MAKE	MODEL	START METER	SERIAL NUMBER	SERVICE LEVEL	TONER CARTS INCLUDED FOR TERM	MAINT KITS INCLUDED FOR TERM
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**SCHEDULE 2 TO SERVICE ORDER
MASTER AGREEMENT – CUSTOMER-PROVIDED EQUIPMENT**

Customer-Provided Equipment:

MAKE	MODEL	START METER	SERIAL NUMBER	SERVICE LEVEL	TONER CARTS INCLUDED FOR TERM	MAINT KITS INCLUDED FOR TERM
-------------	--------------	------------------------	--------------------------	--------------------------	--	---

**SCHEDULE 3 TO SERVICE ORDER
MASTER AGREEMENT – THIRD-PARTY EQUIPMENT**

Third-Party Equipment:

MAKE	MODEL	START METER	SERIAL NUMBER	SERVICE LEVEL	TONER CARTS INCLUDED FOR TERM	MAINT KITS INCLUDED FOR TERM
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**SCHEDULE 4 TO SERVICE ORDER
MASTER AGREEMENT – MONITORED EQUIPMENT**

Monitored Equipment:

MAKE	MODEL	START METER	SERIAL NUMBER
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U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES WITH NO ON-SITE LABOR)

This Equipment Sale and Maintenance Agreement (“Maintenance Agreement”) is made by and between Ricoh Americas Corporation and _____ (“Customer”). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of [INSERT] and the contract period is from [INSERT] to June 30, 2016, with the option to renew for no more than six (6) years (the “Contract Period”), one year at a time, or any combination thereof (the “Contract”). Notwithstanding the foregoing, any Maintenance Agreement entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Maintenance Agreement. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the “Order”), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) (“Normal Business Hours”), as follows (collectively, the “Maintenance Services”):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless otherwise agreed, consumable supplies such as toner, developer, paper, staples or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the

Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by this Maintenance Agreement and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate this Maintenance Agreement if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under this Maintenance Agreement will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by this Maintenance Agreement.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by this Maintenance Agreement. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under this Maintenance Agreement and refund any unused portion of the Maintenance Charges, or (b) refuse to renew this Maintenance Agreement upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. This Maintenance Agreement shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, this Maintenance Agreement shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.

(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order. Except as expressly set forth in writing, Ricoh may increase Maintenance Charges on an annual basis by an amount not to exceed the year-to-year increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, for All Items as published by the Department of Labor.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of this Maintenance Agreement; (ii) if this Maintenance Agreement includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate this Maintenance Agreement. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of this Maintenance Agreement that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average

response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days

thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

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

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH AMERICAS CORPORATION

By: _____
Name: _____
Title: _____
Date: _____



STATEMENT OF WORK

PURSUANT TO

U.S. COMMUNITIES

<Large SOW Template>

[NOTE: TO BE COMPLETED ACCORDING
TO SPECIFIC OPPORTUNITY]

Created for
<Client Name>

John Doe
1/1/2012

RICOH

v3.0

SOW Log Number: 5555

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Introduction

Ricoh Americas Corporation (“Ricoh”) has prepared the following Statement of Work (“SOW”) to detail services for the **XXX Implementation** project (the “Project”) at [REDACTED] (“Customer”).

Ricoh has outlined the Project scope and costs for the Project. The service costs outlined in this document are based on Ricoh’s experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

Project Objective

The main objective of this project is to _____. Systems and procedures will be set up to allow the Customer to:

- (Enter Project Objectives here)
- (Enter Project Objectives here)

Project Scope

Services included in the project scope

Upon receipt of authorization to proceed, the following functions and deliverables will be fulfilled within the scope of the project. See below under “Services Detail” for a complete description of these tasks.

1. (Enter functions and deliverables here)
2. (Enter functions and deliverables here)

Services Excluded from the Project Scope

This Project does not cover the following functions or deliverables.

- (Enter out-of-scope functions and deliverables here)
- (Enter out-of-scope functions and deliverables here)

Customer Location

The following Customer location is included in the scope of this Project.

123 Main Street
Anywhere, USA 12345

Services Detail/Project Scope

The following are the services and tasks that Ricoh will provide in fulfillment of the defined deliverables (the “Services”) of this project described in this SOW. Ricoh shall provide the Services at the Customer location set forth herein or on a remote basis. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates. *Customer acknowledges and agrees that all or a portion of the Services may be provided by Ricoh's subsidiary, Ricoh USA, Inc.*

1. Project Management

- (If Project management is included, insert description here)
- (If Project management is included, insert description here)

Deliverables:

Checkpoints:

2. Discovery

(If applicable, insert description of what discovery may be required)

We will identify:

- (Insert description of what is to be identified)
- (Insert description of what is to be identified)

Deliverable:

Checkpoint:

3. Design

(If applicable, insert description of design phase)

Topics for Design Phase:

- (Insert description of design items)
- (Insert description of design items)

The Design documents will include the following:

Deliverables: (Add documentation commitments here)

Checkpoint:

4. Planning

(If applicable, insert description of planning stage)

Deliverables:

Checkpoint:

5. Implementation

(If applicable, insert description of implementation stage)

In this phase, Ricoh will install, configure, and test the solution as defined in the Design documents and approved by Customer, as follows:

- (Describe implementation tasks)

Deliverables:

Checkpoint:

Training and Documentation

(If applicable, describe training and any documentation to be provided)

Deliverables:

Checkpoint:

User Acceptance Testing

(If applicable, describe UAT stage)

Testing should include:

- (Describe any testing)
- (Describe any testing)

Ricoh will assist UAT as follows:

- (Describe any UAT assistance)

Deliverable:

Checkpoint:

Production Rollout

(If applicable, describe rollout)

Deliverable:

Checkpoint:

6. Support

(If applicable, insert description of support)

Deliverable:

Checkpoint:

[Option 1 - IF SOFTWARE SUPPORT IS INCLUDED AND SUPPORTED BY Ricoh:]

Support Services

(Depending on the solution, describe any Ricoh software support obligations)

Software Maintenance Coverage

- (Describe what is included)

Not Covered by Annual Software Maintenance

- (Describe what is not included)

Customer Roles and Responsibilities

Customer Roles

(Describe Customer participation and specific individuals involved and roles)

Project Manager

End User Representative

System Administrator

Technical Support

Facility availability

Customer General Responsibilities

(Describe Customer participation necessary for project)

Customer Technical Responsibilities

If the <XXX Implementation> is to be successful, Customer must make the following technical commitments:

- (Describe Customer technical commitments)

Other Customer Responsibilities

- ADD ANY ADDITIONAL ITEMS AS NECESSARY

Completion Criteria

(Describe Completion Criteria)

Acceptance Criteria

(Describe Acceptance Criteria)

Change Control

(Describe Change Control procedures)

Project Assumptions

(Describe Project Assumptions)

Professional Services Fees [FOR FIXED FEE ENGAGEMENTS]

This is a Fixed Fee engagement. In consideration of the Services, Customer shall pay Ricoh the fees in the amounts and at the rates set forth as follows:

Payment Schedule

(Insert description)

Budget Notes

- (Insert description)

Professional Services Fees [FOR TIME AND MATERIALS ENGAGEMENTS]

(Insert description of time and materials billing)

Payment Schedule

Budget Notes

- (Insert description)

Terms & Conditions:

This SOW is executed pursuant to the contract by and between Ricoh Americas Corporation and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of [INSERT] and the contract period is from [INSERT] to June 30, 2016, with the option to renew for no more than six (6) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any SOW entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the SOW. This SOW shall consist of the terms and conditions of the Contract and this SOW. As it pertains to this SOW, the order of precedence of the component parts of the SOW shall be as follows: (a) the terms and conditions of this SOW, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this SOW in cases of conflict or inconsistency therein.

1. On-Site Security; Insurance. While on Customer's premises, Ricoh will comply with Customer's reasonable workplace safety and physical security processes and procedures provided by Customer in writing prior to performance of the Services. Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this SOW. Upon request, each party agrees to deliver the other evidence of such insurance coverage.
2. Term; Termination. Upon signature by both parties, this SOW shall become effective on the Effective Date and shall continue in effect for the shorter of the period necessary to complete the Services or one year, unless terminated earlier as specified in this Section (the "Term"). Either party shall have the right to terminate this SOW for cause in the event of a material breach by the other party, unless such breach is cured within thirty (30) days of receipt of written notice of such breach. Either party may terminate this SOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Ricoh may cancel this SOW, for convenience without cause, upon sixty (60) days prior written notice to Customer. In addition to its other legal remedies, Ricoh may suspend the performance of the Services, stop delivery of products and/or terminate this SOW for any non-payment on Customer's accounts that continues for more than ten (10) days following the due date. In the event a SOW is terminated by Customer without cause or terminated by Ricoh for cause, Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. In the event a SOW is cancelled by Ricoh without cause or terminated by Customer for cause, with respect to Services for which Customer has prepaid and which Ricoh has not yet fully provided to Customer, Ricoh will provide Customer with a prorated refund. The obligations of the parties under this SOW that by their nature would continue beyond expiration, termination or cancellation of this SOW shall survive any such expiration, termination or cancellation.
3. Limited Warranty for Services; Limitation of Liability. Ricoh warrants that it will perform the Services (i) in a good and workmanlike fashion, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. Customer must report any defects in the Services in writing within sixty (60) days of performance of such Services in order to receive warranty remedies. Ricoh's entire liability, and Customer's exclusive remedy for any breach of this limited warranty shall be Ricoh's reasonable effort to perform corrective work or, if the Services still cannot be completed after commercially reasonable efforts to do so, a refund to Customer of a prorated amount of the Fees and charges attributable to the defective Services. Except as provided above, THE SERVICES, WORK AND DELIVERABLES ARE PROVIDED "AS IS." EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, RICOH DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF UTILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING BY COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. FURTHERMORE, RICOH DOES NOT WARRANT THAT ALL DEFECTS WILL BE CORRECTED, OR THAT ANY SERVICES, PRODUCTS OR PROGRAMS SUPPLIED, INSTALLED OR CONFIGURED BY US WILL OPERATE ON AN

UNINTERRUPTED OR ERROR FREE BASIS, OR SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SYSTEM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES, THIS SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

4. IP Matters; Software Licenses; Export Compliance.

a. Ownership of IP Rights. Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant Fees and charges, RICOH hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in this SOW or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by RICOH for Customer in connection with the Services ("Contract Property"), unless otherwise agreed upon in this SOW. RICOH shall retain all ownership rights to the Contract Property. For purposes of clarity this SOW and the foregoing license relates to the professional services only, and software programs shall not be deemed to be deliverables or "Services". All licensing for RICOH or third party software shall be as provided in subsection (b), below.

b. Software Licenses. All RICOH and/or third party software provided by RICOH as part of or in connection with the Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth the relevant transaction documentation, and to the terms of the respective End User License Agreements, with which Customer agrees to comply. If such software is manufactured by a party other than RICOH, then Customer acknowledges that RICOH is not the manufacturer or copyright owner of such third party software and that RICOH makes no representations and provides no warranties with respect thereto. RICOH shall make available to Customer any warranties made to RICOH by the manufacturer of the software and/or products utilized by RICOH in connection with the Services hereunder, to the extent transferable and without recourse.

c. Export Compliance. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable Export Laws and for obtaining any applicable authorization or license under the Export Laws which arise from Customer's use of the Services and/or any software or web-based solution provided or contemplated under this SOW. Customer acknowledges and agrees that RICOH may from time to time, in its sole discretion, engage non-U.S. subcontractors to perform any portion of the Services on RICOH's behalf. Customer represents and warrants to RICOH that it, its employees and agents shall not provide RICOH with or otherwise use in connection with the Services any document, technology, software or item for which any authorization or license is required under any Export Law. Without intending to create any limitation relating to the survival of any other provisions of this SOW, RICOH and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

5. Confidentiality and Non-Solicitation.

a. Confidentiality. Except for purposes of this SOW, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from the Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any

reference to any information from which the identity of Customer may be reasonably ascertained. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current Contract rates. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

Notwithstanding anything in this SOW to the contrary, in the event that Customer engages Ricoh to perform any Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by Ricoh, including but not limited to any hard drive removal, cleansing or formatting services of any kind, Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) Ricoh does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer.

b. Non-Solicitation. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The foregoing shall not apply provided that the Customer: (a) posts the employment advertisement to the general public; and (b) the employee or independent contractor of the other party independently finds and responds to such employment advertisement, which in turn is the basis for the hiring.

6. General. This SOW and the Contract represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Only a Change Order in writing executed by authorized representatives of both parties may amend this SOW. Any purchase order, service order or other Customer ordering document will not modify or affect this SOW. All equipment is purchased or leased by Customer pursuant to a separate agreement and are separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. This SOW may not be transferred or assigned by Customer without the prior written consent of Ricoh.

This SOW shall be interpreted in accordance with the substantive laws of the state where the Customer's principal place of business or residence is located, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance, or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. The parties hereby acknowledge that this SOW may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party.

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This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

RICOH AMERICAS CORPORATION

By:		
Ricoh Internal Review Signature	Name and Title	Date

By:		
Ricoh Authorized Signature	Name and Title	Date

CUSTOMER

Name (Print)	Location

Authorized Signature	Title	Date

Appendix (If applicable)

ADD SOFTWARE INFORMATION / SPECIFICATIONS / BROCHURES

ADD HARDWARE INFORMATION / SPECIFICATIONS / BROCHURES

To access supporting contract documents and pricing information, please use your login at www.uscommunities.org.