

PARTICIPATING ADDENDUM  
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION  
formerly WSCA-NASPO  
COPIERS, PRINTERS, AND RELATED DEVICES 3091  
Lead by the State of Nevada (hereinafter "Lead State")

PARTICIPATING ADDENDUM 05214  
between

Ricoh USA, Inc.  
(hereinafter "Ricoh USA" or "Contractor")

and

The State of Washington  
(hereinafter "Participating State")

1. **Scope:** This addendum is a Participating Addendum pursuant to the WSCA NASPO Master Agreement Terms and Conditions executed in response to RFP #3091 by the State of Nevada (hereinafter "NASPO ValuePoint Master Agreement") and covers the Copiers, Printers & Related Devices 3091 lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the state's chief procurement official.

**MANAGED PRINT SERVICES IS OUTSIDE THE SCOPE OF THIS CONTRACT AND WILL NOT BE ALLOWED UNDER THIS CONTRACT. THIS CONTRACT IS FOR THE RENTAL, LEASE, AND PURCHASE OF EQUIPMENT AND SOFTWARE REQUIRED TO ENHANCE EQUIPMENT FUNCTIONALITY/OPERATION ONLY.**

Ricoh USA has been awarded devices and services in the following categories:

- Group A – Convenience Copiers
- Group B – Production Copiers
- Group C – Wide Format Copiers
- Group D – Printers
- Group E – Digital Duplicators

Ricoh USA Remanufactured products are also available. In the event of a conflict between the terms and conditions of this PA and any Amendment subject to this PA, the terms and conditions of the Amendment prevail.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

**3. Participating State Modifications or Additions to Master Agreement:**

The parties agree that Section 14.b of the Master Agreement is modified with the following:

- a.) At the beginning of the paragraph insert "For Ricoh manufactured Products" before "The Contractor shall defend, indemnify..."
- b.) The parties agree that Section 14.b.2 of the Master Agreement is changed with the following:
  1. Sentence three (3), is replaced with the following: "Otherwise, the Contractor shall have control over the defense and settlement of it."
  2. In sentence four (4) after "However," the following is inserted: "regarding the settlement of such claim".

3. Sentences six (6) and seven (7) are replaced with the following: "If such a claim is made or appears likely to be made, the Indemnified Party agrees to permit Contractor to enable Indemnified Party to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, Indemnified Party agrees to return the Product to Contractor on its written request. Contractor will then give Indemnified Party a credit equal to Indemnified Party's net book value provided Indemnified Party has followed generally-accepted accounting principles; This is Contractor's entire obligation to Indemnified Party regarding any claim of infringement."

#### 4. Leases

Any equipment acquired under this contract must follow the Office of Financial Management (OFM) Statewide Administrative & Accounting Manual (SAAM) [policy 30.20](#).

Equipment leases are subject to the Terms and Conditions of the Ricoh USA Lease Agreement, as set forth as Exhibit A (RicoH USA Lease Agreement) unless otherwise agreed to. Any lease terms that do not agree with this PA will not be accepted. To initiate a lease, Buyers may issue a Purchase Order ["PO"] and reference the type of lease (FMV, Operational, or Capital Lease) on the PO or may simply sign the Ricoh USA Lease Agreement. Each PO shall be deemed to constitute a Schedule under the Terms and Conditions of the Lease Agreement. Notwithstanding anything to the contrary in this PA, in the event of a conflict between an executed Lease Agreement and the Master Agreement, the terms of the Lease Agreement will supersede and control. The Lease Agreement and each PO issued prior to the termination of this PA shall survive the termination of this PA and the Master Agreement. ***NOTE: State agencies must agree to abide by the Department of Revenue's requirements when purchasing used equipment. This shall not be construed to impose any obligation on Contractor to enforce the Department of Revenue's requirements or to limit the activities of political subdivisions.***

Lease Renewals: FMV & Operational leases are subject to automatic price reductions at time of lease renewal. 30 days prior to lease expiration, Buyers will provide written notice of intent to enter into a lease renewal. Price reduction in equipment payment are as follows (i) twelve (12) month extension - for original lease terms of thirty-six (36) or forty-eight (48) month, a twenty (20) % lease payment reduction or (ii) twenty-four (24) month extension - for original lease term of thirty-six (36) months a thirty-five (35)% lease payment reduction.

End of term: At the end of term, Lessee shall have the option to: (i) renew the schedule, not exceeding the maximum term allowed of sixty (60) months (ii) purchase the Equipment, if a state agency has approval from the Department of Revenue or (iii) return the equipment. If Lessee desires to exercise a renewal or purchase of the equipment, it shall give Ricoh USA written notice at least thirty (30) days before the expiration of such Schedule Term. Notwithstanding anything to the contrary, if lessee fails to notify RICOH USA of its intent with respect to the exercise of a renewal or purchase option, the initial schedule term shall be terminated on the date as stated in the schedule and removal of the product will be arranged. At the end of term of any Capital lease, title to the applicable equipment shall transfer to Customer, the equipment will not be returned and the related PO will not be renewed.

4. **Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

##### Ricoh USA

|            |  |
|------------|--|
| Name:      | Ricoh USA, Bart Lemmon, NASPO ValuePoint National Contract Manager       |
| Address:   | 70 Valley Stream Parkway, Malvern, PA 91355                              |
| Telephone: | 425-255-0730   |
| Fax:       | 425-228-2115   |
| E-mail:    | <a href="mailto:bart.lemmon@RicoH-USA.com">bart.lemmon@RicoH-USA.com</a> |

##### Local Contact for Billing and Customer support

|            |                                   |
|------------|-----------------------------------|
| Name:      | Todd Marron                       |
| Address:   | 16129 SW Palermo Tigard, OR 97223 |
| Telephone: | 503-332-9279                      |
| Fax:       | 503-352-9156                      |

|         |                           |
|---------|---------------------------|
| E-mail: | Todd.marron@ricoh-usa.com |
|---------|---------------------------|

**Participating Entity**

|            |   |
|------------|---|
| Name:      | Department of Enterprise Services                       |
| Address:   | 1500 SE Jefferson Street/PO Box 41411 Olympia, WA 98504 |
| Telephone: | (360) 407-2210  |
| Fax:       | (360) 586-2426  |
| E-mail:    | DESITCommun@des.wa.gov                                  |

**6. Ricoh USA Authorized Dealers/Resellers:**

All Ricoh USA dealers and resellers authorized in the State of Washington, as shown on the dedicated Ricoh USA (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. Ricoh USA dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. An Authorized Service Provider shall be deemed "RicoH USA" under this PA for any PO issued directly to and accepted by such Authorized Service Provider and all references in the Lease Agreement to Ricoh USA shall be deemed to refer to such Authorized Service Provider. At the sole discretion of the State of Washington, Ricoh USA authorized dealers and resellers may be deemed unable to provide products/services under this contract. Purchasers, at their discretion, may choose which authorized dealer or reseller will provide service.

**7. Purchase Order Instructions:**

Orders can be made out to (i) Ricoh USA or (ii) Authorized Service Providers as approved by Ricoh USA and the State. All Authorized Service Providers must be registered to receive payment through the Washington State Payee Desk. See Section 17 of this Participating Addendum. To the extent Buyer and Ricoh USA agree on additional terms, the terms will be documented on the Buyer PO, or other transaction document such as a Statement of Work, signed by both parties.

All orders should contain the following (1) Mandatory Language, "PO is subject to NASPO ValuePoint Master Agreement Contract resulting from RFP # 3091 and this Washington Contract number 05214", (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount (4) If Leased, type of Lease (FMV, Operational, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service Program selected and CPC rates. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

Unless otherwise agreed upon by both parties in writing, signing the delivery and acceptance certificate constitutes Acceptance of the Product(s) and allows Ricoh USA to invoice for the Product(s). Ricoh USA will provide timely billing and Customer will notify Ricoh USA, in writing, of any billing concern. Ricoh USA will be allowed a thirty (30) day cure period upon receipt of such notification to address any such billing issue. Invoices that require update due to information being received incorrectly or late from the Buyer, are not considered inaccurate.

For Ricoh USA, Inc. Orders:

| Address Purchase Orders to:                                      | Purchases Remit Payment to:                              | Leases Remit Payment to:  |
|--|--|---------------------------|
| Ricoh USA, Inc.<br>70 Valley Stream Parkway<br>Malvern, PA 19355 | Ricoh USA, Inc.<br>Box 100345<br>Pasadena, CA 91189-0345 | Address listed on invoice |

For Authorized Service Provider Orders, address to and remit payments as shown on the dedicated Ricoh USA (cooperative contract) website or, in the case of lease payments, to the address listed on the invoice.

**8. Additional Service Level Agreement Commitments:** Ricoh will be required to provide the services levels or be assessed penalties as described in Exhibit B.

**9. Ricoh USA / WSCA Master Maintenance & Sale Agreement:**

Notwithstanding anything to the contrary in the Master Agreement, Buyers may be subject to sample "RicoH USA WSCA Maintenance and Sale Agreement" attached and incorporated herein as Exhibit C. Unless otherwise agreed, software is provided

subject to the terms and conditions of the license applicable to such software. Any term or condition in Exhibit C that conflicts with either the NASPO ValuePoint Master Agreement 3091 or this Participating Addendum 05214 is null and void.

**10. Minority and Women's Business Enterprises (MWBE)**

In accordance with the legislative findings and policies set forth in [RCW 39.19](#), the State of Washington encourages participation in all of its contracts by minority and woman-owned businesses firms certified by the [Office of Minority and Women's Business Enterprises](#) (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the state welcomes participation by self-identified minority and woman owned firms and strongly encourages such firms to become certified by OMWBE. Participation may be either on a direct basis in response to this solicitation or as a subcontractor to a Ricoh USA. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the original solicitation, no preference will be included in the evaluation of bids, no minimum level of MWBE participation is required as condition for receiving an award, and bids will not be evaluated, rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original solicitation will apply. Bidders are encouraged to contact OMWBE for information on becoming a certified firm as set forth in Washington Administrative Code (WAC) Chapters 326-02 and 326-20; or for information on other certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage bidders from inviting participation from non-MWBE firms as well as MWBE firms. Prior to performance, an awarded bidder that is a MWBE or intends to use MWBE subcontractor USAs is encouraged to identify the participating firm(s) to DES.

**11. Public records and exempt information**

All documents submitted by bidders to DES as part of this procurement will become public records. They are subject to disclosure unless specifically exempt under Revised Code of Washington (RCW) [42.56](#) (The Public Records Act).

**Confidential documents:** DES strongly discourages submittal of confidential material. DES considers confidential material to be any portion of your submittal clearly marked all or in part "Confidential," "Proprietary" or "Trade Secret" (or the equivalent).

- DES reserves the right to return, reject or disqualify any submittal that includes confidential material.

**Public records requests:** If a public records request seeks to view or obtain a copy of your RFP submittal, and if your submittal includes content clearly marked "Confidential," "Proprietary" or "Trade Secret" (or the equivalent), DES will:

- Notify you of the date DES will disclose the requested records;
- Give you an opportunity to seek a court order that stops DES from disclosing the records.

DES will not:

- Evaluate or defend your claim of confidentiality. It is your responsibility to support your claim and take appropriate legal action to do so;
- Withhold or redact your documents without a court order.

Questions about the confidentiality of your submittal can be directed to the Procurement Coordinator or the DES Public Records Officer at (360) 407-8768 or [publicrecords@des.wa.gov](mailto:publicrecords@des.wa.gov).

**12. Legal notices**

Any notice or demand or other communication required or permitted to be given under the contract or applicable law (except notice of malfunctioning Equipment) will be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in Section 4 Primary Contacts above. For purposes of complying with any provision in the contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form. Notices will be effective upon receipt or four (4) business days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to the contract is served upon Ricoh USA or DES, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. The Ricoh USA and DES

further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

**13. Liens, claims and encumbrances**

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, excepting those associated with securing payment to Contractor and if DES or the purchaser requests, following receipt of payment, a formal release of same shall be delivered to the respective requestor.

**14. Ricoh USA supervision and coordination**

Ricoh USA shall:

- a. Competently and efficiently supervise and coordinate the implementation and completion of all contract requirements specified herein.
- b. Identify Ricoh USA's Authorized Representative, who will be the principal point of contact for DES concerning Ricoh USA's performance under this contract.
- c. Immediately notify the Contract Administrator in writing of any change of the designated Authorized Representative assigned to this contract.
- d. Be bound by all written communications given to or received from the Ricoh USA's Authorized Representative.

Violation of any provision of this section may be considered a material breach establishing grounds for contract termination.

**15. Statewide Payee Desk**

Ricoh USAs must register with the Statewide Payee Desk, maintained by DES, in order to be paid for contract sales.

Washington state agencies cannot make payments to a Ricoh USA until it is registered. Registration materials are available here: [Receiving Payment from the State](#).

**16. Management fee**

Ricoh USA will pay a management fee of 0.74 % to DES on all state contract sales/purchase price for work orders, less any freight, taxes, returns, credits or adjustments. The management fee must be rolled into Ricoh USA's current pricing, and not shown as a separate line item on an invoice. The purchase price is defined as total invoice price less sales tax.

How to determine the fee: Total sales (not including freight, taxes, returns, credits or adjustments) x .0074 = management fee.

DES may increase, reduce or eliminate the management fee, by providing thirty days advance written notice. Ricoh USA reserves the right to alter contract pricing when the management fee is adjusted. Written notifications of the management fee by DES become effective for new purchases or new change orders to existing purchases thirty (30) calendar days after notification unless DES grants additional time.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all management fees have been paid. Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the management fee, may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

The management fee does not include or supersede fee terms owed to other entities such as the Western States Contracting Alliance, National Association of State Procurement Officials (NASPO ValuePoint) or governmental entities other than the state of Washington.

DES will invoice the Ricoh USA every quarter based on sales reported by Ricoh USA.

**Ricoh USA will not remit payment for management fee until they receive an invoice from DES which shall be payable thirty (30) days after receipt.**

Management fee payment must reference the contract number, work request number (if applicable), the year and quarter for which the management fee is being remitted, and Ricoh USA's name as it is known to DES, if not already included on the face of the check.

**17. Contract sales report**



The management fee will be based on total contract sales, which must be reported quarterly by Ricoh USA in the [Contract Sales Reporting System](#). DES will provide a login password and a vendor number.

For each report, Ricoh USA must identify every purchaser who has made purchases during the reporting period. The "Miscellaneous" option may be used only with prior approval by DES, and use of this option without prior approval by DES may be cause for contract termination. Refer sales reporting questions to the Contract Administrator.

**Due date: Reports must be submitted electronically within 30 days after the end of the calendar quarter: no later than April 30, July 31, October 31 and January 31.**

Failure to provide reports in accordance with the schedule above may be cause for contract termination.

**18. Other required term contract reports**

DES or Purchaser may require Ricoh USA to provide a detailed annual contract sales history report. This report, if requested, will include at a minimum, but is not limited to: product description, part number or other product identifier, per unit quantities sold, and contract price. This report must be provided to DES in an electronic format that can be read by MS Excel. Unless the solicitation specifies otherwise, all other required reports will be designed and approved by the parties by mutual agreement.

**19. Common vendor-registration and bid-notification system**

Ricoh USA shall be registered in Washington's Electronic Business Solution (WEBS), the state's common vendor registration and bid notification system ([www.ga.wa.gov/webs](http://www.ga.wa.gov/webs)). If Ricoh USA is already registered it need not re-register. It is the sole responsibility of Ricoh USA to properly register and maintain an accurate vendor profile.

**20. Ricoh USA qualifications and requirements**

DES reserves the right to require receipt of proof of compliance with any of the requirements in this section within 10 calendar days from the date of request, and to terminate this contract as a material breach for noncompliance with any requirement of this paragraph. Ricoh USA shall maintain compliance with these requirements throughout the life of this contract.

**a. Qualified and established business**

DES may, at its sole discretion, require Ricoh USA to provide proof of their status as an established business with all required licenses, fees, bonding, facilities, equipment, and trained personnel necessary to meet all requirements and perform the work as specified in the solicitation.

**b. Authorized Service Provider and Product Reseller certifications**

Upon request, Ricoh USA must provide evidence of its status as an authorized service provider or product reseller. Ricoh USA shall maintain its authorized service provider or product reseller status for the initial term and any extensions of the resulting contract. If this status is discontinued, this contract may be terminated.

**c. Dealer authorization**

Ricoh USA shall maintain dealer authorization from the manufacturer consistent with the requirements outlined in the original solicitation.

**d. Assignment**

Ricoh USA shall not assign or otherwise transfer its obligations or any claim arising under this contract without the prior written consent of DES. Such consent will not be unreasonably withheld. Ricoh USA shall provide a minimum of 30 calendar days advance notification of intent to assign or otherwise transfer its obligations under this contract. Violation of this provision may be considered a material breach and be grounds for contract termination. Assignment or transfer of contract shall not relieve the Ricoh USA from its responsibilities and obligations under the contract. Ricoh may assign, solely for financing purposes, their right title and interest in and to: (i) the Products subject to Lease Agreements or POs; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum and the applicable Lease Agreement with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Ricoh from bearing any obligation, terms and conditions as outlined under the either the NASPO ValuePoint Master Agreement 3091 or this Washington Participating Addendum 05214.

**e. Ricoh USA authority and infringement**

Under this contract, Ricoh USA is authorized to sell only those materials, supplies, services and/or equipment as stated herein and allowed for by the contract provisions. Ricoh USA shall not misrepresent to purchasers that they have the contract authority to sell any other materials, supplies, services and/or equipment.

## **21. Delivery requirements**

### **a. Delivery:**

Ricoh USA must ensure that delivery of goods will be made as required in the contract terms, the Purchase Order, or as otherwise mutually agreed in writing between the purchaser and Ricoh USA. The following apply to all deliveries:

- Ricoh USA must deliver the goods during purchaser's normal work hours and within contract time frames or as otherwise mutually agreed in writing between the purchaser and Ricoh USA at the time of order placement.
- Ricoh USA must verify specific working hours of individual purchasers and instruct carrier(s) to deliver accordingly.
- The purchaser may refuse shipment when delivered after normal working hours.
- The acceptance of late delivery does not constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Ricoh USA.
- Ricoh USA must make all deliveries to the applicable delivery location as indicated in the contract or Purchase Order.
- Ricoh USA is responsible for verifying delivery conditions/requirements with the purchaser prior to the delivery.
- When applicable, Ricoh USA must take all necessary actions to safeguard items during inclement weather.
- All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this contract shall be identified by the contract identifier and the applicable purchaser's order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- Ricoh USA must not initiate performance prior to receipt of written or verbal authorization from authorized purchasers. Expenses incurred otherwise will be borne solely by the Ricoh USA.

### **b. Receipt of goods:**

Inspection and rejection: The purchaser's inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered, and are ready for Acceptance. If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the purchaser will promptly notify Ricoh USA. At the purchaser's option and without limiting any other rights, the purchaser may require Ricoh USA to:

- Repair or replace, at Ricoh USA's expense, any or all of the damaged goods.
- Accept the return and corresponding refund of any amounts paid for any or all of the damaged goods.
- Accept the return of any or all of the damaged goods.

### **c. Acceptance:**

Acceptance shall be as specified in the contract or Purchase Order. In the event that there is a formal Acceptance Testing period required in the solicitation document then acceptance is formalized in writing. If there is no Acceptance Testing period required, signing the delivery and acceptance certificate constitutes Acceptance of the Product(s).

### **d. Shipping and risk of loss:**

Unless the contract specifies otherwise, Ricoh USA shall ship all Goods freight prepaid, FOB purchaser's destination. The method of shipment shall be consistent with the nature of the Goods and hazards of transportation. Regardless of FOB point, Ricoh USA agrees to bear all risks of loss, damage, or destruction of the Goods ordered hereunder that occurs prior to Delivery Date and Acceptance, whichever is applicable, except loss or damage attributable to purchaser's fault or negligence; and such loss, damage, or destruction shall not release Ricoh USA from any obligation hereunder. After Delivery Date and Acceptance, whichever is applicable, the risk of loss or damage shall be borne by purchaser, except loss or damage attributable to Ricoh USA's fault or negligence.

**e. Site security:**

While on purchaser's premises, Ricoh USA, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security regulations which are provided to Ricoh USA in writing.

**f. Installation:**

When applicable, installation shall be performed in a professional manner in accordance with Ricoh USA's standard installation practices. The premises shall be left in a neat, clean, and undamaged condition. The state reserves the right to require Ricoh USA to repair any damage caused during installation or provide full compensation as determined by the state.

**g. Labeling:**

Individual shipping cartons shall be labeled with the name of the purchaser, purchase order number (if applicable), contract number, and Ricoh USA.

**h. Hazardous materials:**

Consistent with WAC 296-839, all manufacturers and distributors of hazardous substances, including any of the items listed in this contract, must include a complete material safety data sheet (MSDS) for each hazardous material. Customers may access MSDS information at [www.ricoh-usa.com](http://www.ricoh-usa.com).

The Department of Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment-pending receipt of a legible copy of MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

**22. Payment**

Ricoh USA and their authorized dealers receiving payment in Washington are required to be registered in the Washington Statewide Vendor Payment system, prior to submitting a request for payment under this Contract.

**a. Advance payment prohibited:**

No advance payment shall be made for the Products and Services furnished by Ricoh USA under this contract. Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

**b. Payment:**

Payment is the sole responsibility of, and will be made by, the purchaser.

Under [Chapter 39.76 RCW](#), if purchaser fails to make timely payment(s), Ricoh USA may invoice for 1% per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified otherwise in the solicitation, net thirty (30) days will automatically apply.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Ricoh USA.

Note: when the state has been overcharged or otherwise reimbursed, the purchaser may elect to have either direct payments or written credit memos issued. If the Ricoh USA fails to make timely payment(s) or issuance of credit memos, the purchaser may impose a 1% per month on the amount overdue thirty (30) days after notice to the Ricoh USA.

**c. Invoicing and discounts**

Ricoh USA must provide a properly completed invoice to purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice must be identified by the associated contract number; the Ricoh USA's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM), the applicable purchaser's order number, and must be in U.S. dollars. Invoices must be prominently annotated by the Ricoh USA with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the solicitation. Additional invoicing and billing requirements can be found in Exhibit B Ricoh Model Service Level Agreement.



Invoices for payment will accurately reflect all discounts due the purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Ricoh USA has been accepted by the purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

**23. Taxes, fees and licenses**

**a. Taxes**

Where required by statute or regulation, the Ricoh USA shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Ricoh USA shall be made for federal excise taxes and the purchaser agrees to furnish Ricoh USA with an exemption certificate where appropriate. Unless and to the extent the purchaser is exempt and provides a valid exemption certificate to Ricoh USA, the purchaser agrees to pay all taxes, fees, and filing costs related to the use, ownership or possession of applicable equipment, supplies, services and/or equipment provided by Ricoh USA.

**b. Collection of retail sales and use taxes**

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with Ricoh USA's ability to establish or maintain a market for its products in Washington. Examples of such activity include where the contractor either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- Maintains an in-state inventory or stock of goods for sale;
- Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
- Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or
- Other factors identified in [WAC 458-20](#).

**c. Department of Revenue registration for out-of-state Ricoh USAs**

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to [WAC 458-20-193](#), and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

**d. Fees/Licenses**

After award of contract, and prior to commencing performance under the contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractors sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this contract.

**e. Taxes on invoice**

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with [WAC 458-20-247](#).

**f. Overpayments to Ricoh USA**

Ricoh USA shall refund to purchaser the full amount of any erroneous payment or overpayment under this contract within thirty (30) days' written notice. If Ricoh USA fails to make timely refund, purchaser may charge Ricoh USA 1% per month on the amount due, until paid in full.

**g. Audits**

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed

will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

Contractor will assist the State in connection with its efforts to verify the completeness and accuracy of the invoices. In no event, however, will Contractor be obligated to disclose any confidential information not directly pertaining to the invoice in question.

#### **24. Quality assurance**

##### **a. Right of inspection**

Ricoh USA shall provide right of access to its facilities to DES, or any of DES' officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

##### **b. Ricoh USA commitments, warranties and representations**

See NASPO ValuePoint Master Agreement

###### **Warranties**

See NASPO ValuePoint Master Agreement

###### **Cost of remedy**

See NASPO ValuePoint Master Agreement

#### **25. Information and communications**

##### **a. Advertising**

Ricoh USA shall not publish or use any information concerning this contract in any format or media for advertising or publicity without prior written consent from DES.

##### **b. Retention of records**

The Ricoh USA shall maintain all books, records, documents, data and other evidence relating to this contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Ricoh USA shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records shall be subject at all reasonable times to inspection, review, or audit by DES, personnel duly authorized by DES, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Purchaser's review unless the cost or any other material issue under this Contract is calculated or derived from these factors. At no time may any information considered confidential by Ricoh USA be removed from Ricoh's premises. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

##### **c. Proprietary or confidential information**

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, DES shall maintain the confidentiality of Ricoh USA's information marked confidential or proprietary. If a request is made to view Ricoh USA's proprietary information, DES will notify Ricoh USA of the request and of the date that the records will be released to the requester unless Ricoh USA obtains a court order enjoining that disclosure. If Ricoh USA fails to obtain the court order enjoining disclosure, DES will release the requested information on the date specified.

The state's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Ricoh USA of any request(s) for disclosure for so long as DES retains Ricoh USA's information in DES records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Ricoh USA of any claim that such materials are exempt from disclosure.

##### **d. Non-endorsement and publicity**

Neither DES nor the purchasers are endorsing the Ricoh USA's products or Services, nor suggesting that they are the best or only solution to their needs. Ricoh USA agrees to make no reference to DES, any purchaser or the State of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of DES.

##### **e. Protection of confidential and personal information**

Contractor recognizes that it must perform the services in a manner that protects any information of purchaser or its clients that Purchaser has clearly identified to Contractor as being confidential (such information hereafter referred to collectively as "Purchaser Confidential Information") that may be disclosed to Contractor hereunder from improper use or disclosure. Contractor agrees to treat Purchaser Confidential Information on a confidential basis. Contractor further agrees that it will not disclose any Purchaser Confidential Information without Purchaser's prior written consent to any third party except to authorized representatives of Purchaser or to employees or subcontractors of Contractor who have a need to access such Purchaser Confidential Information to perform the services contemplated under this Agreement. Purchaser 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 Contractor, or (iii) information which can be established to have been independently developed and so documented by Contractor or obtained by Contractor from any person not in breach of any confidential obligations to Purchaser. Ricoh USA agrees to implement appropriate physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "protected health information" (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Purchaser agrees to notify Ricoh USA before providing PHI to Ricoh USA.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. Ricoh USA must comply with all HIPAA requirements and rules as determined applicable by law. If purchaser determines that (i) purchaser is a "covered entity" under HIPAA, and that (ii) Ricoh USA will perform "business associate" services and activities covered under HIPAA, then at purchaser's request, Ricoh USA agrees to execute a mutually agreeable business associate contract in compliance with HIPAA.

Ricoh USA shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Ricoh USA and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and demand for return of all personal information.

Immediately upon expiration or termination of this contract, Ricoh USA shall, at purchaser's option: (i) certify to purchaser that Ricoh USA has destroyed all confidential information; or (ii) return all confidential information to purchaser.

## 26. General Provisions

### a. Governing law and venue

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the federal or state courts in the State of Washington.

### b. Severability

Severability: If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract that can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

### c. Survivorship

All transactions executed for products and Services provided pursuant to the authority of this contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this contract or any extension thereof. Further, the terms, conditions and warranties contained in this contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this contract shall so survive. In addition, the terms of the sections titled Overpayments to Ricoh USA; Ownership/Rights in Data; Ricoh USA's Commitments, Warranties and Representations; Protection of purchaser's Confidential Information; Section Headings, Publicity; Retention of Records; Patent and Copyright Indemnification; Ricoh USA's Proprietary Information; Disputes; and Limitation of Liability shall survive the termination of this contract.

**d. Independent status of Ricoh USA**

In the performance of this contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Ricoh USA shall not make any claim of right, privilege or benefit which would accrue to an employee under [Chapter 41.06 RCW](#), or [Title 51 RCW](#).

**e. Gifts and gratuities**

Ricoh USA shall comply with all state laws regarding gifts and gratuities, including but not limited to: [RCW 39.26](#), [RCW 42.52.150](#), [RCW 42.52.160](#), and [RCW 42.52.170](#) under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or contract activities.

Under [RCW 39.26](#) and the Ethics in Public Service Law, [Chapter 42.52 RCW](#), state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by [RCW 42.52.150](#)) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

**f. Immunity and hold harmless**

Contractor shall defend, indemnify, and save purchaser harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, in the performance of services under this Agreement.. Contractor's foregoing indemnity obligation herein is limited to the extent of the loss or damage caused by Contractor in performing its obligations and Contractor shall have no obligation to indemnify purchaser against its acts or omissions.

**g. Personal liability**

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of either party, when executing their official duties or employment responsibilities in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

**27. Insurance**

The following are general insurance provisions for the State of Washington. Additional requirements specific to a good/service may be detailed elsewhere in a solicitation or its appendices.

**a. General requirements**

Ricoh USA shall, at its own expense, obtain and keep in force insurance as follows until completion of the contract. Upon request, Ricoh USA shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, upon request, may result in further contract action. Ricoh USA will endeavor to have Subcontractor (s) provide certificates of insurance evidencing all insurance requirements stated herein. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

**b. Specific requirements**

Ricoh USA will at all times comply with all applicable workers' compensation, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The State of Washington will not be held responsible in any way for covered workers compensation or employers liability claims filed by Ricoh USA or their employees for services performed under the terms of this contract. Commercial General Liability Insurance: Ricoh USA shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. The insurance shall cover bodily injury, including disease, illness and death, and property damage arising out of the Ricoh USA's premises/operations, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Ricoh USA waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

|   |             |
|---|-------------|
| General aggregate limits (other than products-completed operations) | \$2 million |
| Products-completed operations aggregate                             | \$2 million |
| Personal and advertising injury aggregate                           | \$1 million |
| Each occurrence (applies to all of the above)                       | \$1 million |
| Fire damage limit (per occurrence)                                  | \$50,000    |
| Medical expense limit (any one person)                              | \$5,000     |

**c. Business Auto Policy (BAP)**

In the event that services delivered pursuant to this contract involve the use of vehicles, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Ricoh USA, Ricoh USA shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Ricoh USA waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

**d. Additional insurance provisions**

All above insurance policies shall include, but not be limited to, the following provisions:

**Additional insured:**

The State of Washington and all authorized purchasers shall be an additional insured on above required all liability, and insurance policies. All policies shall be primary over any other valid and collectable insurance.

**Notice of policy cancellation/Non-renewal:**

For insurers subject to [Chapter 48.18 RCW](#) (admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee 30 calendar days prior to cancellation to the policy as it relates to this contract. Written notice shall include the affected contract reference number.

**e. Insurance carrier rating**

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with [Chapter 48.15 RCW](#) and [Chapter 284-15 WAC](#)

**f. Excess coverage**

The limits of all insurance required to be provided by the Ricoh USA shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Ricoh USA from liability in excess of such limits.

**g. Limit adjustments**

The state reserves the right to increase or decrease limits as appropriate.

**28. Industrial Insurance Coverage**

Ricoh USA shall comply with the provisions of [Title 51 RCW](#) Industrial Insurance. If the Ricoh USA fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DES may terminate this contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the Ricoh USA.



**29. Nondiscrimination**

During the performance of this contract, the Ricoh USA shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); and, Chapter 49.60 RCW, Discrimination – Human Rights Commission.

**30. OSHA and WISHA requirements**

Ricoh USA agrees to comply with conditions of the federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued thereunder, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations.

**31. Antitrust**

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the Ricoh USA hereby assigns to the State of Washington any and all of the Ricoh USA's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this contract.

**32. Waiver**

Failure or delay of DES or purchaser to insist upon the strict performance of any term or condition of the contract or to exercise any right or remedy provided in the contract or by law; or DES's or purchaser's acceptance of or payment for materials, supplies, services and/or equipment, shall not release Ricoh USA from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of DES or purchaser to insist upon the strict performance of the entire agreement by the Ricoh USA. In the event of any claim for breach of contract against the Ricoh USA, no provision of this contract shall be construed, expressly or by implication, as a waiver by DES or purchaser of any existing or future right and/or remedy available by law.

**33. Disputes and remedies**

**a. Problem resolution and disputes**

Problems arising out of the performance of this contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between DES or the purchaser and Ricoh USA and it cannot be resolved between the parties through the normal personnel and processing orders under the Agreement, either party may initiate the dispute resolution procedure provided herein. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within ten business days. The initiating party shall have ten business days to review the response. If after this review a resolution cannot be reached, both parties shall have five business days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved after five business days, the problem will be escalated to an "Executive Reviewer." For purchaser, the dispute will be escalated to the agency head. For Contractor, the dispute will be escalated to the appropriate Vice President responsible for the purchaser account. The Executive Reviewers will review the written descriptions of the dispute, gather additional information as needed, and shall have ten business days to meet and attempt to negotiate a mutually acceptable resolution. Each party shall bear the cost for its Executive Reviewer. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using an Executive Reviewer whenever possible. If the Executive Reviewers cannot reach a mutually agreeable settlement, either party is free to take action as permitted under the Agreement or applicable law.

**b. Administrative suspension**

When it is in the best interest of the state, DES may at any time, and without cause, suspend the contract or any portion thereof other than the payment obligations thereunder for a period of not more than thirty (30) calendar days per event by written notice from DES to the Ricoh USA's Representative. Ricoh USA shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the Ricoh USA can be

demand and required to resume performance within the Thirty (30)-day suspension period by DES providing the Ricoh USA's Representative with written notice of such demand.

**c. Force majeure**

The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of war, riots, strikes, fire, floods, windstorms, epidemics or other similar occurrences.

**Exceptions:** Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this contract if, and to the extent that, such party's performance of this contract is prevented by reason of force majeure.

**Notification:** If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

**d. Alternative dispute resolution fees and costs**

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

**e. Non-exclusive remedies**

The remedies provided for in this contract shall not be exclusive but are in addition to all other remedies available under law.

**34. Liquidated damages**

**a. Liquidated damages - General**

DES and or the purchasers and the Ricoh USA agree that the liquidated damages provisions in the contract are a reasonable forecast of the actual damages that would be suffered by the purchaser in the event of Ricoh USA's nonperformance, that such liquidated damages are not a penalty but represent the reasonable compensation due purchaser in the event of a breach, and that such liquidated damages will be assessed as set forth herein. Any delay by Ricoh USA in meeting the Delivery Date, Installation Date, maintenance or repair date, or other applicable date set forth in this contract will interfere with the proper implementation of purchaser's programs and will result in loss and damage to purchaser.

As it would be impracticable to fix the actual damage sustained in the event of any such failure(s) to perform, purchaser and Ricoh USA agree that in the event of any such failure(s) to perform, the amount of damage which will be sustained will be the amount set forth in the following subsections and the parties agree that Ricoh USA shall pay such amounts as liquidated damages and not as a penalty.

Liquidated damages provided under the terms of this contract are subject to the same limitations as provided in the section titled Limitation of Liability.

**b. Limitation of liability – See NASPO ValuePoint Master Agreement**

**c. Federal funding (if applicable)**

If a purchaser intends to use federal funds to acquire products under this Agreement, the purchaser must disclose this intent to Ricoh USA prior to placing any order for goods or services. The purchaser must also provide Ricoh USA with a description of whatever additional information requirements or other obligations which would apply to Ricoh USA. If after such disclosure, Ricoh USA accepts the order Ricoh USA may be required to provide additional information (free of charge) at the request of DES or purchaser. Further, Ricoh USA may be subject to those federal requirements specific to the commodity.

**35. Debarment and suspension**

Respondent certifies, that neither it nor its affiliates presently are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any government agency. Respondent

also agrees to notify DES if its debarment status changes during the bid process or after receiving notice of contract award, if any.

### 36. Contract termination

#### a. Material breach

A Ricoh USA may be terminated for cause by DES, at the sole discretion of DES, for failing to perform a material contractual requirement or for a material breach of any term or condition that Ricoh USA fails to cure or commence a good faith effort to cure within thirty (30) days after receiving written notice of the breach. Material breach of a term or condition of the contract may include but is not limited to:

- Ricoh USA failure to perform services or deliver materials, supplies, or equipment by the date required in accordance with the contract terms or by an alternate date as mutually agreed in a written amendment to the contract;
- Ricoh USA failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;
- Ricoh USA becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
- Ricoh USA becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Ricoh USA's proper performance hereunder;
- Appointment of any receiver, trustee, or similar official for Ricoh USA or any of the Ricoh USA's property and such appointment endangers the Ricoh USA's proper performance hereunder;
- A determination that the Ricoh USA is in violation of federal, state, or local laws or regulations and that such determination renders the Ricoh USA unable to perform any aspect of the contract.

#### b. Termination of the Contract shall not be deemed a termination of a purchase order or Lease Agreement for the lease or rental of equipment under this Contract, unless such breach directly affects Contractor's performance of its contractual obligations with respect to the applicable lease.

#### c. Opportunity to cure

In the event that Ricoh USA fails to perform a contractual requirement or materially breaches any term or condition, DES may issue a written cure notice providing Ricoh USA with at least a thirty (30) day period of time in which to cure. Time allowed for cure shall not diminish or eliminate Ricoh USA's liability for liquidated or other damages, or otherwise affect any other remedies available against Ricoh USA under the contract or by law. If the breach remains after Ricoh USA has been provided the opportunity to cure, DES may do any one or more of the following:

- Pursue resolution according to the Disputes and Remedies clause of this contract.
- Exercise any remedy provided by law or this contract;
- Terminate this contract and any related contracts or portions thereof; Seek from a court of competent jurisdiction the right to impose actual or liquidated damages
- Suspend or bar Ricoh USA from receiving future solicitations or other opportunities;

#### d. Termination for cause

In the event the Participating State's Contract Administrator reasonably determines that the Contractor has failed to comply with the conditions of this Contract in a timely manner or is in material breach (if Contractor fails to cure within the thirty day notice period or commence a good faith effort to cure), the Contract Administrator has the right to suspend or terminate this Contract, in part or in whole. The Participating State's Contract Administrator shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Participating State's Contract Administrator, or if such corrective action is deemed by the Contract Administrator to be insufficient, the Contract may be terminated. Termination of the Contract shall not be deemed a termination of a purchase order or Lease Agreement for the lease or rental of equipment under this Contract, unless such breach directly affects Contractor's performance of its contractual obligations with respect to the applicable lease.

In the event of termination, the Participating State shall have the right to procure for all Purchasers any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market.

- e. If it is determined that: (i) the Contractor was not in material breach; or (ii) failure to perform was outside of Contractor's or its Subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience," Provided, however, that termination of the Contract for convenience shall not terminate any existing purchaser order or Lease Agreement for the lease or rental of Equipment under this Contract and the Participating State or Purchaser shall have no right to terminate its payment obligation pursuant to such order. The rights and remedies of the Participating State and/or the Purchaser provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

**f. Termination for convenience**

Except as otherwise provided in this contract, DES, at the sole discretion of DES, may terminate this contract, in whole or in part by giving thirty (30) calendar days or other appropriate time period written notice beginning on the second day after mailing to the Ricoh USA. If this contract is so terminated, purchasers shall be liable only for payment required under this contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the purchaser prior to the effective date of contract termination. Neither DES nor the purchaser shall have any other obligation whatsoever to the Ricoh USA for such termination. This Termination for Convenience clause may be invoked by DES when it is in the best interest of the State of Washington.

Notwithstanding the foregoing, such termination of this Participating Amendment, will not affect any Purchase Order, Lease Agreement or transaction entered into prior to such termination.

**g. Termination for withdrawal of authority**

In the event that DES and/or purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this contract and prior to normal completion, DES may terminate this contract, in whole or in part, by seven calendar days written notice, or other appropriate time period, to Ricoh USA. Notwithstanding the foregoing, such termination of this Participating Addendum, will not affect any Purchase Order, Lease Agreement or transaction entered into prior to such termination.

**h. Termination for non-allocation of funds**

Provided that Purchaser has used its good faith effort to secure funding during the Contract Period, if funds are not allocated to Purchaser to continue this Contract in any future period, Purchaser may terminate this Contract by thirty calendar days written notice to Contractor or work with Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay for charges incurring after the effective date of termination for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current period. Purchaser agrees to notify Vendor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to Purchaser in the event this section shall be exercised. Purchaser's written notice shall include a statement declaring the lack of appropriated funds as the reason for termination and agree not to replace the product or service being terminated with product or services with functions similar to those performed by Contractor under this Contract from another vendor.

**i. Termination for conflict of interest**

DES may terminate this contract by written notice to Ricoh USA if it is determined, after due notice and examination, that any party to this contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this contract is so terminated, DES and/or purchaser shall be entitled to pursue the same remedies against Ricoh USA as it could pursue in the event that the Ricoh USA breaches this contract.

**j. Termination by mutual agreement**

DES and the Ricoh USA may terminate this contract in whole or in part, at any time, by mutual agreement provided, however that termination of the Contract will not terminate any existing purchase order or Lease Agreement for the lease or rental of equipment under the Contract.

**k. Termination procedure**

In addition to the procedures set forth below, if DES terminates this contract, Ricoh USA shall follow any procedures DES specifies in the termination notice.

Upon termination of this contract and in addition to any other rights provided in this contract, DES may require the Ricoh USA to deliver to the purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The purchaser shall pay to Ricoh USA the agreed upon price, if separately stated, for completed work and service(s) Accepted by the purchaser, and the amount agreed upon by Ricoh USA and the purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the purchaser., and (iv) the protection and preservation of property, unless the termination is for cause, in which case DES and the purchaser shall determine the extent of the liability of the purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The purchaser may withhold from any amounts due the Ricoh USA such sum as DES and purchaser determine to be necessary to protect the purchaser against potential loss or liability.

The rights and remedies of DES and/or the purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by DES, Ricoh USA shall:

- Stop all work, order fulfillment, shipments, and deliveries under the contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the contract except as is necessary to complete or fulfill such portion of the contract that is not terminated;
- Complete or fulfill such portion of the contract that is not terminated in compliance with all contractual requirements;
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DES and/or the purchaser to the extent DES and/or the purchaser may require, which approval or ratification shall be final for all the purposes of this clause;
- Upon the satisfaction of all payment obligations of the Purchaser transfer title to the purchaser and deliver in the manner, at the times, and to the extent directed by DES on behalf of the purchaser any property which, if the contract had been completed, would have been required to be furnished to the purchaser;
- Make arrangements with DES and/or the applicable purchaser to retake possession of any Products leased pursuant to a terminated Lease Agreement
- Take such action as may be necessary, or as DES and/or the purchaser may direct, for the protection and preservation of the property related to this contract which is in the possession of the Ricoh USA and in which DES and/or the purchaser has or may acquire an interest.

#### **I. Treatment of Assets**

Title to all property furnished by DES and/or purchaser shall remain with DES and/or purchaser, as applicable. Any property of DES and/or purchaser furnished to the contractor shall, unless otherwise provided herein or approved by DES and/or purchaser, be used only for the performance of this contract.

Subject to the terms and conditions of this contract, the contractor shall be responsible for damages as a result of any loss or damage to property of DES and/or purchaser which results from the negligence of the contractor or which results from the failure on the part of the contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.

If any DES and/or purchaser property is lost, destroyed, or damaged, the contractor shall immediately notify DES and/or purchaser and shall take all reasonable steps to protect the property from further damage.

The contractor shall surrender to DES and/or purchaser all property of DES and/or purchaser prior to settlement upon completion, termination, or cancellation of this contract.

Title to all Equipment furnished by the contractor for a purchase transaction, the cost for which the contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the purchaser upon delivery of such Equipment by the contractor and Acceptance by the purchaser. As used above, "Equipment" does not include software, which, to the extent provided, is subject to the terms and conditions of the license agreement



applicable to such software. The foregoing notwithstanding, title to any leased Equipment (except for Equipment subject to a Capital Lease) shall remain with Ricoh USA (or its assignee).

All reference to the contractor under this clause shall also include contractor's employees, agents or subcontractors.

**37. Meter Collection Methods:**

As part of its Services, Ricoh USA may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring services using technology such as its @Remote solution. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades.


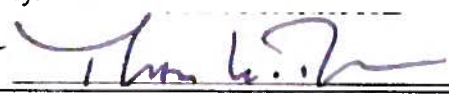
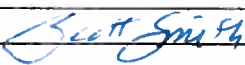

**38. Maintenance Service for Kodak Nexpress Products:**

Buyers must execute a Kodak Maintenance Agreement directly with Kodak for service on Nexpress products and Kodak is solely responsible for such service.

**39. Individual Customer:**

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Ricoh USA will apply the charges to each Participating Entity individually. This Participating Addendum 05214 and the Master Agreement 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected unless accepted by signature of both Buyer and Ricoh USA as stated in Section 7 of this PA. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

|  |  |
|--|--|
| State of Washington:   | Ricoh USA, Inc.:   |
| By:<br> | By:<br>  |
| Name: Neva Peckham   | Name: Tom Brown  |
| Title: Contracts Specialist  | Title: VP, Government & Higher Education   |
| Date: 6/18/15  | Date: 6/18/15  |
|  |  |
| Name: Scott Smith  |           |
| Title: Contracts Manager - IT  |  |
| Date:  | 6/22/15  |
|  |  6/25/15 |
| Name: Christine Warnock  |  |
| Title: NASPO ValuePoint Director   |  |

|       |  |
|-------|--|
| Date: |  |
|-------|--|

**RICOH**

**EXHIBIT A**

**NASPO ValuePoint Ricoh - Master Lease Agreement - Master Contract 3091**

Number: \_\_\_\_\_

**CUSTOMER INFORMATION**

|                  |       |                |         |                  |
|------------------|-------|----------------|---------|------------------|
| Full Legal Name  |       |                |         |                  |
| Address          |       |                |         |                  |
| City             | State | Zip            | Contact | Telephone Number |
| Facsimile Number |       | E-mail Address |         |                  |

This 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 USA, Inc. ("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, PA 19355.

- 1. Agreement.** 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.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
- 3. Term; Payments.** 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. 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). You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts may be included in your Payment or billed separately. You agree to pay \$25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
- 4. Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage 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"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
- 5. Taxes and Fees.** In addition to the payments under this Lease Agreement, you agree to pay all 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 file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when

billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. As compensation for our internal and external costs in the administration of taxes related to each unit of Product, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of the applicable Schedule, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of the applicable Schedule to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. 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. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.

6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will 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 from Ricoh.
8. **Indemnity, Liability and Insurance.** (a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance 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.
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, and/or any or all other agreements that we have entered into with you; (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) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

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 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 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. AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL IMMEDIATELY TERMINATE. Notwithstanding the foregoing, you may extend the original term of any Schedule by issuance of an acceptable Customer Purchase Order pursuant to the extension options outlined in the applicable State Participating Addendum to WSCA Master Contract 3091 prior to the expiration of the original term of such Schedule. 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 will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you 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 rates. 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 THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. 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 or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. 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 Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.

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 COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY 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 all of the following shall occur: (A) 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, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, 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 return to us 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 return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (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 (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

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

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

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

|   |  |
|---|--|
| <p><b>CUSTOMER</b></p> <p>By: <b>X</b> _____<br/><i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p> | <p><b>Accepted by: RICOH USA, INC.</b></p> <p>By: _____<br/><i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p> |
|---|--|

## Exhibit B

### RICOH MODEL SERVICE LEVEL AGREEMENT (SLA)

#### 1 BUYER LEVEL SLA

##### 1.1 Purpose

The purpose of this addendum is to define service levels; penalties for the performance of the service levels; as well as provide the Buyer with a defined replacement process for equipment performing below expectations. This SLA does not implicate or involve lease related invoicing rather it involves equipment performance and maintenance issues. Any penalties shall be awarded to the Buyer as a credit on the following period's service and supplies invoice.

##### 1.2 Buyer Service Level Agreement

Ricoh agrees to maintain the following service levels defined below as targets:

| Performance Criteria          | Target Level                       |
|-------------------------------|------------------------------------|
| Average Uptime                | 96% or Better                      |
| Average On-Site Response Time | 4 Hours or Less                    |
| First Time Fix                | 80% of all service calls or better |

These service levels will be measured on a quarterly basis between Ricoh and the State.

##### 1.3 Calculation of Service Level Points

Once per quarter, upon written request by the Buyer, Ricoh will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart. These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter's service and supplies billing (expressed as a negative %).

|                 | Target Level  | Below Target 1 | Below Target 2 | Below Target 3 | Below Target 4 |
|-----------------|---------------|----------------|----------------|----------------|----------------|
| Average Uptime  | 98% or Higher | 97.9% - 96%    | 95.9% - 94%    | 94.9% - 94%    | 93.9% or lower |
| Possible Points | 4             | 3              | 2              | 2              | 0              |
|                 | Target Level  | Below Target 1 | Below Target 2 | Below Target 3 | Below Target 4 |

|   |                     |                       |                       |                       |                       |
|---|---------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Average On-Site Response Time (in Hours)</b> | 4 or Less           | 4.1 – 5               | 5.1 - 6               | 6.1 - 7               | 7.1 or more           |
| <b>Possible Points</b>                          | 4                   | 3                     | 2                     | 2                     | 0                     |
|   | <b>Target Level</b> | <b>Below Target 1</b> | <b>Below Target 2</b> | <b>Below Target 3</b> | <b>Below Target 4</b> |
| <b>First Time Fix</b>                           | 80% or Higher       | 79.9% - 70%           | 69.9% - 60%           | 59.9% - 50%           | Less than 50%         |
| <b>Possible Points</b>                          | 4                   | 3                     | 2                     | 2                     | 0                     |

|   |                     |                       |                       |                       |                       |
|---|---------------------|-----------------------|-----------------------|-----------------------|-----------------------|
|   | <b>Target Level</b> | <b>Below Target 1</b> | <b>Below Target 2</b> | <b>Below Target 3</b> | <b>Below Target 4</b> |
| <b>Total Score</b>  | 12 – 10             | 9 – 7                 | 6 - 4                 | 3 – 1                 | 0                     |
| <b>Penalty/Award as a percentage of quarterly service and supplies billings</b> | 0%                  | -2.5%                 | -3.0%                 | -3.5%                 | -4.0%                 |

#### 1.4 Equipment Performance

Ricoh guarantees that the Buyer's fleet specified within any maintenance agreement, for units within the Urban service area, will average the monthly uptime as measured on a quarterly basis by product segment listed below.

| Group | Devices                            | Segments | Quarterly Uptime |
|-------|------------------------------------|----------|------------------|
| A     | Copiers Black & White              | All      | 96%              |
| B     | Copiers Color                      | All      | 96%              |
| C     | Wide Format Devices                | All      | 96%              |
| D     | Printers (Color and Black & White) | All      | 96%              |
| E     | Digital Duplicators                | All      | 96%              |

If any unit fails to maintain this level of performance for the monthly uptime, excluding service calls caused by operator error, provided Ricoh has been given a sixty (60) day cure period, that unit will be subject to replacement at the Buyer's discretion on a like-for-like basis with then current technology. Prior to installing a

substitute product, Ricoh will be allowed sixty (60) days to remedy any quality or reliability issues. The 96% uptime requirement shall not apply to devices whose uptime depends, in large part, on the operator's efficiency in replacing operator replaceable components.

Should Ricoh determine that it cannot maintain a unit of Equipment or an Accessory in good working order, Ricoh shall, at its own expense, **replace such Equipment** with another unit of the same product designation as that Equipment (a "replacement unit") 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. The replacement unit will be in "as new" condition, both in operation and appearance. In addition, all warranties and maintenance coverage that applied to the removed unit will also apply to the permanent replacement equipment.

A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by The Ricoh WSCA Master Maintenance & Sale Agreement. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier's payment requirements.

## **1.5 Additional Vendor Obligations**

### **1.5.1 Training** – On-going training as requested by the Buyer to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support.

To aid Buyer after the training session, Ricoh will provide a manual for every device for reference purposes. In addition, Ricoh will offer Quick Reference Guides and 24-hour toll-free end-user technical support for everyday minor troubleshooting.

### **1.5.2 Loaner Unit/Backup Production** – If any unit is inoperable due to equipment malfunction for a period in excess of 72 hours, as determined solely by Ricoh, Ricoh shall provide the Buyer with either:



- i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or
- ii) Provide the Buyer with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Ricoh. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

**1.5.3 Invoicing – Ricoh** shall maintain timely, accurate invoicing, less service run impressions, as defined below. The assigned copy machine operators, back-up personnel, and office personnel shall respond in a timely manner to the Ricoh's e-mails, facsimiles, and phone calls in providing the readings. Receiving meters from Buyer is a necessary step in the process of generating a complete and accurate invoice. Invoices that are generated without receiving the proper meter read information, due to the Buyer's failure to provide such meter by the last day of the month, are not considered inaccurate. Failure on the Ricoh's part to maintain the Service levels as defined in the table below shall result in a \$50.00 per instance credit on the following invoice, provided Buyer has provided written notice of any such alleged invoicing problem and Ricoh has been allowed a 30 day cure period after such notice to address any such issue.

| Measurable          | Service Level   |
|---------------------|---|
| Timely Invoicing    | Maintenance invoices will be submitted no later than the 25 <sup>th</sup> of the month immediately following the close of a billing period. |
| Accurate Invoicing  | Maintenance invoices do not require any credits for miss-billing  |
| Service Impressions | Vendor will credit all service run impressions within the same billing cycle  |

## **EXHIBIT C**

### **WSCA MASTER MAINTENANCE & SALE AGREEMENT**

| <b>CUSTOMER INFORMATION</b> |  |              |  |                 |
|-----------------------------|--|--------------|--|-----------------|
| <b>Legal Name</b>           |  |              |  |                 |
| <b>Bill To Address</b>      |  |              |  |                 |
| <b>City</b>                 |  | <b>State</b> |  | <b>Zip Code</b> |

This Master Maintenance & Sale Agreement ("Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") identified on an Order (defined below) entered into pursuant to WSCA Contract #3091 hereunder and/or provide the services identified on an Order ("Services") entered into hereunder to Customer (defined above) from time to time. Either party may terminate the "master" arrangement contemplated by this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order Form (each an "Order") placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

**The following terms shall apply to all Service transactions:**

- Services.** (a) In order to obtain Services from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing WSCA Contract #3091, Applicable State Participating Amendment, and this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such Order. Ricoh will not be responsible to provide Services for equipment, in the event the term or locations are not identified on the Order accepted by Ricoh.

(b) Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Failure to permit Ricoh to repair or replace the Serviced Products shall result in a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. Except for hard drives on Customer-owned equipment, all parts removed due to replacement will become the property of Ricoh.

(c) The Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) (unless covered under an extended hour service contract) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper or staples, unless expressly provided for in this Order; (vi) repairs and/or service calls resulting from attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; and (xi) repairs of damage or increase in service time caused by force majeure events. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.
- Service Calls.** Service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Ricoh Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. Customer is responsible for disconnecting, repairing and re-connecting unauthorized attachments or components.
- Reconditioning.** Reconditioning and similar major overhauls of Serviced Products may be covered by applicable manufacturer warranties, but are not covered by this Agreement or any Order. If Ricoh determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Serviced Products 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 Service Charges payable under the Order).
- Engineering Changes.** Engineering changes, determined applicable by Ricoh, will be controlled and installed by Ricoh. Engineering changes which provide additional capabilities to the Ricoh Equipment (defined below) covered herein will be made at Customer's request at Ricoh's applicable time and material rates then in effect.

5. **Term.** Each Order shall become effective on the effective date of the Order and shall continue for the term identified in the Order. At the expiration of the initial term or any extended term of the Order, it will automatically, subject to applicable law and without further action required by either party, renew for an additional twelve (12) month period, provided that Customer is not then in default. The contracted rate will be adjusted to Ricoh's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.

6. **Early Termination.** Customer may terminate any Order under this Agreement prior to its maturity so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. As set forth in the WSCA Contract 3091, Section 5.4.2.3, termination charges of the Service contract will not exceed 4 times the monthly base or 25% of the remaining term whichever is less. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in this Order; or (ii) in the event this Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

7. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on an Order and will be payable by the Customer in advance. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies. Customer agrees to pay when due, all taxes, where applicable, related to an Order, excluding taxes on the income of Ricoh. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

8. **Use Of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Product or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Product. If so terminated, Customer will be offered Service on a "Per Call" basis at Ricoh's then-prevailing time and material rates.

(b) If Ricoh determines that Customer has used more supplies than the manufacturer's recommended specifications as provided by Ricoh, Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments. Customer agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, Ricoh reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings.

(c) 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. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades. The meter count and other information collected by @Remote ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **@Remote cannot and does not collect Customer document content or user information.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to market research consultants in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. The @Remote technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to @Remote. In the event Customer does not rely on automatic meter reading devices or equipment monitoring services; Ricoh reserves the right to assess a surcharge for manual meter reads in addition to the Service Charges.

9. **Basic Connectivity Services.** If any software, system support or related connectivity Services are specifically set forth on an Order and accepted by Ricoh, Ricoh shall provide any such Services at the Customer's location set forth in the Order, as applicable, or on a remote basis. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such Services. Customer acknowledges that Ricoh's performance of any such Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order, as applicable. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

10. **IT Services and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh by executing and delivering to Ricoh an Order for acceptance and by executing a Statement of Work ("SOW") setting forth the specific services to be provided. The applicable Order applies to Ricoh IT Services or other professional services (the "ITS/PS Services"). Ricoh shall provide any such ITS/PS Services at the Customer's location(s) or on a remote basis as set forth in the SOW. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such ITS/PS Services. Customer acknowledges that Ricoh's performance of any such ITS/PS Services are dependent upon Customer's timely and effective performance of its responsibilities as set forth in the SOW. Estimated delivery and/or service schedules contained in any Order or SOW are non-binding estimates. Intellectual property rights, if any, arising from the ITS/PS Services provided under any SOW shall remain the property of Ricoh.

11. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products 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.

12. **Insurance.** At all times during the term of this Agreement, each party agrees to obtain and maintain in effect the following policies of insurance written as primary coverage and not contributing with or in excess of any coverage which each party may carry. These policies will be issued by an insurance carrier with a Best's rating of at least A, VII, which affords the following coverages through self insurance or otherwise: (a) Workers' Compensation Insurance for all such party's employees, including coverage under the applicable state and federal laws where the work will be performed. Each party shall also require that all of its subcontractors maintain similar Workers' Compensation coverage. (b) Employer's Liability Insurance, typically coverage B of the 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. Each party shall also require that all of its subcontractors maintain similar Employer's Liability coverage. (c) Commercial General Liability Insurance that includes the other party as an additional insured. Limits shall be a minimum of: \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate. 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. Each party shall also require that all of its subcontractors maintain similar general liability insurance. Customer shall provide satisfactory evidence of above coverage and failure to provide or request satisfactory evidence of said coverage does not represent a waiver of the requirements for insurance coverage noted above.

13. **Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, up to a maximum of \$1,000,000, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. 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.

**The following terms shall apply to all Product sale transactions:**

14. **Order, Delivery and Acceptance.** In order to purchase Products from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products or Services for which such information is not provided in an Order accepted by Ricoh. Unless otherwise agreed upon by both parties in writing, (a) delivery of Products to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, actual delivery by such vehicle to Customer shipping point, shall constitute delivery to Customer, and (b) Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Unless otherwise agreed upon by both parties in writing, signing the delivery and acceptance certificate constitutes Acceptance of the Product(s) and allows Ricoh to invoice for the Product(s). Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

15. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

**The following terms shall apply to all transactions:**

16. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. For any Products manufactured by Ricoh ("Ricoch Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply (a) if the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, or, (b) if the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications or (c) if a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) if the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR LOST PROFITS, LOSS OF REVENUE, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF, OR THE USE OR PERFORMANCE OF THE RICOH EQUIPMENT OR THE LOSS OF USE OF THE RICOH EQUIPMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, IF ANY, UNDER THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO RICOH THEREUNDER DURING THE ONE-YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. 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. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the third party supplier of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

17. **Data Management.** 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 Serviced Products, 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 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 Serviced 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 the sole and exclusive responsibility of Customer.

18. **Payment; Risk of Loss; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue past 45 days, Customer agrees to pay Ricoh a late charge of one (1.%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service terms set forth in this Agreement shall be the prompt and proper re-performance of such Services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by Ricoh to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, delivery by such vehicle to Customer shipping point. 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 Products and/or Services covered hereunder, other than income taxes of Ricoh.



19. **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. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any renewal thereof. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the early termination fee described in the Early Termination Section above.

20. **Confidentiality; Non-Solicitation; Independent Contractors** Except for the purposes set forth in the applicable Order, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from its 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. 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 relationship of the parties is that of independent contractors.

21. **Assignment; Force Majeure** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

22. **Governing Law; Entire Agreement** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement; supersedes all proposals, oral and written, and all other communications between the parties relating to the Products; and may not be amended except in writing signed by an officer or authorized representative of Ricoh. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements, including but not limited to, statements or representations made in sales presentations or sales proposals, by any Ricoh agent, employee or representative that differ in any way from the terms of this Agreement shall be given no force or effect. This Agreement shall be governed solely by these terms and conditions, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. Purchase Orders issued by Customer for Products and/or Services from Ricoh, even if they do not expressly reference or incorporate this Agreement, shall be subject to this Agreement and service only to identify the Products and/or Service ordered and shall not be deemed to alter or otherwise modify the terms and conditions of this Agreement. 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. Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This



Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document.  
Any notices required under this Agreement should be sent to: 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

**CUSTOMER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RICOH USA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



