

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

The State of North Dakota
(hereinafter "STATE", "Participating State" or "Participating Entity")

Page 1 of 12

1. Scope: This addendum covers the Copiers, Printers & Related Devices 14-19 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.

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

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity 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."

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Page 2 of 12

- 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) **Equipment Placements.** All purchases, leases or rentals made pursuant to this Participating Addendum must meet all of the following requirements:
- A. Shall be from:
 - i. Group A Segments 2 through 5
 - ii. Group B, Segments 6 through 9
 - iii. Group C,
 - iv. Group D, Segments 1 through 3
 - v. Group E,
 - B. If from Group B segments B6 through B9 the Participating Entity must have obtained advanced written approval from Contract Administrator in the form of a Contract Exemption Request prior to order placement. Non-state agencies are not subject to this provision.
- 5) **Coterminous.** The term of this participating addendum shall be coterminous with the State of Nevada Contract Number 3091.
- 6) **Confidentiality.** CONTRACTOR shall not use or disclose any information it receives from STATE under this contract that STATE has previously identified as confidential or exempt

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WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
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The State of North Dakota
(hereinafter "STATE", "Participating State" or "Participating Entity")

Page 3 of 12

from mandatory public disclosure except from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C ch. 44-04. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract.

7) Compliance with public records laws

CONTRACTOR understands that, except for disclosures prohibited in this Contract, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records obtained or generated by CONTRACTOR under this Contract, except for records that are confidential under this Contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to the request.

- 8) Spoliation.** Contractor shall notify State of all potential claims that arise or result from this contract. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

- 9) Cooperative Purchasing Contract.** This contract is a cooperative purchasing contract established pursuant to North Dakota Century Code (N.D.C.C.) §54-44.4-13. This contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C ch. 39-04.2, and the International Peace Garden. Participation in this open-ended contract is not mandated; therefore, the estimated volume of this contract is not known.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
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And

The State of North Dakota
(hereinafter "STATE", "Participating State" or "Participating Entity")

Page 4 of 12

10) Governing Law and Venue. This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

11) Insurance

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- (1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- (2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- (3) Workers compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this Contract.
- (4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- (1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the CONTRACTOR.
- (2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- (3) The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
- (4) The state of North Dakota and its agencies, officers, and employees shall be endorsed on the commercial general liability policy, including any excess policies (to the extent

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Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

The State of North Dakota
(hereinafter "STATE", "Participating State" or "Participating Entity")

Page 5 of 12

applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the CONTRACTOR.

The insurance required in this agreement, through a policy or endorsement, shall include:

- a) Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State.
- b) A provision that CONTRACTOR's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- c) Cross liability/severability of interest for all policies and endorsements.
The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
- d) The insolvency or bankruptcy of the insured CONTRACTOR shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured CONTRACTOR from meeting the retention limit under the policy.
- (5) CONTRACTOR shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- (6) Failure to provide insurance as required in this agreement is a material breach of contract entitling STATE to terminate this agreement immediately after written notice and a thirty (30) day cure period.
- (7) CONTRACTOR shall provide at least 30 day notice of any cancellation or material change to the policies or endorsements in accordance with policy provisions.

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
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MASTER AGREEMENT
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And

The State of North Dakota
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Page 6 of 12

12) Indemnification. In addition to any indemnity obligations found within the Master Agreement, CONTRACTOR agrees that any attorney appointed to represent the STATE must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08.

13) Alternative dispute resolution – jury trial

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

14) Attorney fees

In the event a lawsuit is instituted by STATE to obtain performance due under this Contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE'S reasonable attorney fees and costs in connection with the lawsuit.

15) Attachment O, Additional Vendor Guarantees

1.6.2 Loaner Unit/Backup Production- If any unit is inoperable for a period in excess of **48 hours**, Vendor shall provide the Customer with either:

4. Leases

Equipment leases are subject to the Terms and Conditions of the Ricoh Lease Agreement, as set forth as **Exhibit A** (Rico Lease Agreement) unless otherwise agreed to. 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 Lease Agreement. In the event of a conflict between Exhibit A and this PA or the Master Agreement, the documents shall control in the following order:

- This PA;
- The Master Agreement;
- Exhibit A

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.

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

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**MASTER AGREEMENT
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And

The State of North Dakota
(hereinafter "STATE", "Participating State" or "Participating Entity")

Page 7 of 12

lease renewal. Price reduction in equipment payment are as follows (a) twelve (12) month extension - for original lease terms of thirty-six (36) or forty-eight (48) month, a twenty (20) % lease payment reduction or (b) twenty-four (24) month extension - for original lease term of thirty-six (36) months a thirty-five (35)% lease payment reduction.

End of term removal: End of term: At the end of term, Lessee shall have the option to: (i) renew the schedule (ii) purchase the Equipment or (iii) return the equipment. If Lessee desires to exercise a renewal or purchase of the equipment, it shall give Contractor written notice at least thirty (30) days before the expiration of such Schedule Term. Notwithstanding anything to the contrary, if lessee fails to notify CONTRACTOR 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.

Ricoh may assign, solely for financing purposes, their right title and interest in and to: 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 WSCA/NASPO Master Agreement 3091 or this Participating Addendum.

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

<u>Contractor</u>	
Name	Ricoh USA, Bart Lemmon, WSCA-NASPO National Contract Manager
Address	70 Valley Stream Parkway, Malvern, PA 91355
Telephone	425-255-0730
Fax	425-228-2115
E-mail	bart.lemmon@ricoh-usa.com

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

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Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

The State of North Dakota
(hereinafter "STATE", "Participating State" or "Participating Entity")

Page 8 of 12

Local Contact for Billing and Customer support

Name	Travis Massman
Address	
Telephone	573-353-2559
Fax	
E-mail	Travis.massman@ricoh-usa.com

Participating Entity

Name	Chad Keech
Address	14 th Floor Capitol Tower, 600 E Boulevard Ave Dept 012, Bismarck, ND 58505
Telephone	701-328-2767
Fax	701-328-1615
E-mail	ckeech@nd.gov

6. Subcontractors:

All dealers and resellers authorized in the State of North Dakota, as shown on the dedicated (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The 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 "Contractor" 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 shall be deemed to refer to such Authorized Service Provider.

7. Purchase Order Instructions:

Orders can be made out to (a) Ricoh USA, Inc or (b) Authorized Service Providers as approved by Ricoh and the State. To the extent Buyer and Contractor 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 WSCA-NASPO Contract resulting from RFP # 3091 and the State of ND Contract # 131" (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

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And

The State of North Dakota
(hereinafter "STATE", "Participating State" or "Participating Entity")

Page 9 of 12

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 Contractor to invoice for the Product(s). Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. Contractor 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. 70 Valley Stream Parkway Malvern, PA 19355	Ricoh USA, Inc. Box 802815 Chicago, IL 60680-2815	Address listed on invoice

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

8. Additional Service Level Agreement Commitments: The Service Level Agreement (SLA) set forth as **Exhibit B** provides additional service level goals.

9. Ricoh / WSCA Master Maintenance & Sale Agreement:

Notwithstanding anything to the contrary in the Master Agreement, Buyers are subject to "Ricoh 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.

10. Meter Collection Methods:

As part of its Services, Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring services using technology such as

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Nevada RFP 3091
(hereinafter "Contractor")

And

The State of North Dakota
(hereinafter "STATE", "Participating State" or "Participating Entity")

Page 10 of 12

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.

11. MAINTENANCE SERVICES 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.

12. Audit Rights:

Upon the prior written request of the State and no more frequently than once a year during the term of this Agreement, Contractor will provide copies of the documentation that is reasonably necessary for the State to confirm its payment obligations under any invoice. 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.

13. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 131 and the Lead State price agreement number: 3091.

14. 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 Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the

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WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
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MASTER AGREEMENT
Ricoh USA, Inc
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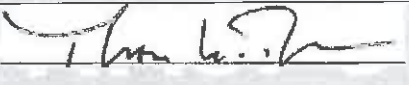
And

The State of North Dakota
(hereinafter "STATE", "Participating State" or "Participating Entity")

Page 11 of 12

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 Contractor 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.

Participating State:	Contractor: Ricoh USA, Inc
By: 	By: 
Name: Chad Keech	Name: Tom Brown
Title: Procurement Officer II	Title: VP, Government & Higher Education
Date: 7/27/15	Date: July 24, 2015

[Additional signatures as required by Participating State]

If you have questions about this Participating Addendum or the participation process, please contact:

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	651-206-3858
E-mail	paul.stembler@wsca-naspo.org

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
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MASTER AGREEMENT
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Nevada RFP 3091
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And

The State of North Dakota
(hereinafter "STATE", "Participating State" or "Participating Entity")

Page 12 of 12

[Fully executed PDF copy of this document should be emailed to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]





Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

EXHIBIT A

WSCA/ NASPO 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.

In the event of a conflict between this Exhibit A and the applicable State Participating Addendum to WSCA Master Contract 3091 (Master Agreement), the documents shall control in the following order:

- Applicable State Participating Addendum;
- WSCA Master Contract 3091 (Master Agreement);
- This Exhibit A, Master Lease Agreement.

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. 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.** Unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. 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

Customer Initials

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. You agree to maintain insurance through self-insurance or otherwise to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value. 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. 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. In the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred. 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 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.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE OF NORTH DAKOTA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN NORTH DAKOTA TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT.
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>CUSTOMER</p> <p>By: X _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
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Exhibit B

RICOH MODEL SERVICE LEVEL AGREEMENT (SLA)

The purpose of this model Service Level Agreement (SLA) is to provide the Participating State (the "State") and Contractor with an example of either objectives or service level commitments with penalties for failure to perform. This model SLA utilizes a scorecard method for the Buyer level SLA and flat rate penalties for the State.

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.

1.2 Buyer Service Level Agreement

Contractor 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 Contractor and the State.

1.3 Calculation of Service Level Points

Once per quarter, upon written request by the Buyer, Contractor 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 %).

1.4 Performance	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
Average On-Site Response Time (in Hours)	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
	4 or Less	4.1 - 5	5.1 - 6	6.1 - 7	7.1 or more
Possible Points	4	3	2	2	0
First Time Fix	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
	80% or Higher	79.9% - 70%	69.9% - 60%	59.9% - 50%	Less than 50%
Possible Points	4	3	2	2	0
Total Score	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
	12 - 10	9 - 7	6 - 4	3 - 1	0
Penalty/Award as a percentage of quarterly service and supplies billings	0%	-2.5%	-3.0%	-3.5%	-4.0%

The penalty shall be awarded to the Buyer as a credit or by check on the following period's service and supplies invoice.

1.5 Equipment Performance

Contractor 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	95%
B	Copiers Color	All	95%
C	Wide Format Devices	All	95%
D	Printers (Color and Black & White)	All	95%
E	Digital Duplicators	All	95%

If any unit fails to maintain this level of performance for the monthly uptime, excluding service calls caused by operator error, provided Contractor has been given a ninety (90) 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, Contractor will be allowed ninety (90) days to remedy any quality or reliability issues. The 95% uptime requirement shall not apply to devices whose uptime depends, in large part, on the operator's efficiency in replacing operator replaceable components.

Should Contractor determine that it cannot maintain a unit of Equipment or an Accessory in good working order, Contractor 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.

1.6 Additional Vendor Obligations

- 1.6.1 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, Contractor will provide a manual for every device for reference purposes. In addition, Contractor will offer Quick Reference Guides and 24-hour toll-free end-user technical support for everyday minor troubleshooting.

- 1.6.2 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 Contractor, Contractor 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 Contractor . 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.

1.6.3 **Invoicing – Contractor** 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 Contractor'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 Contractor'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 Contractor 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 th 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

2. Reporting and Billing

- 2.1 **Timely Reporting** – Contractor shall produce reporting for the Participating State within 30 days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the 30 day period.
- 2.2 **Timely Payment of Administrative Fees** – Contractor shall produce payment for any State Specific Administrative Fee within -60days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the 60 day period.
- 2.3 **Accuracy of Reporting** – The State may request, at any point, proof of the reporting accuracy through the data set supporting the reporting. If the State has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State's reasonable satisfaction; the State may require an audit by a third party whereby the Contractor will provide supporting documentation to allow such third party to confirm the accuracy of the reporting.. If errors are

found, the Contractor must reimburse the State for the cost of the auditor as well as correcting any administrative fee errors provided, however, the Contractor shall not be required to reimburse the Buyer for any cost of the auditor to the extent such cost exceeds the amount of the administrative fee error.

- 2.4 **Accuracy of Billing** – The State may request, at any point, proof of the billing accuracy through the data set supporting the billing. If the State has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State's reasonable satisfaction; the State may require an audit by a third party whereby the Contractor will provide supporting documentation to allow such third party to confirm the accuracy of the reporting. If errors are found, the Contractor must reimburse the State for the cost of the auditor as well as correcting any billing errors provided, however, the Contractor shall not be required to reimburse the Buyer for any cost of the auditor to the extent such cost exceeds the amount of the billing fee error.
- 2.5 **Penalties** – All penalties under this, section two (2) of the Service Level Agreement, shall be payable to the State.
- 2.6 All other Service terms and conditions are set forth in the WSCA Master Maintenance & Sale Agreement, as included in Contractor's bid submission, and are incorporated by reference into this SLA. The remedies provided in this SLA are the Buyer's and State's sole and exclusive remedies for Contractor's failure to fulfill its obligations stated in this SLA



EXHIBIT C

WSCA MASTER MAINTENANCE & SALE AGREEMENT

CUSTOMER INFORMATION				
Legal Name				
Bill To Address				
City		State		Zip Code

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, 4th 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.
- 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/mailling 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 ("Ricoh 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 or 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



EXHIBIT C

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: _____