
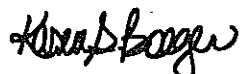




NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://www.oa.mo.gov/purch>

| | |
|---|---|
| SOLICITATION NUMBER B2Z15080 | CONTRACT TITLE NASPO ValuePoint Copiers, Printers, and Related Devices |
| CONTRACT NUMBER C215080018 | CONTRACT PERIOD October 2, 2015 Through December 31, 2019 |
| REQUISITION NUMBER N/A | VENDOR NUMBER 2303344000 4 |
| CONTRACTOR NAME AND ADDRESS Ricoh USA, Inc. 70 Valley Stream Parkway Malvern, PA 91355 | STATE AGENCY'S NAME AND ADDRESS Various Locations Throughout The State |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, contract C215080018 between the State of Missouri and Ricoh USA, Inc. is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 2 of the attached Cooperative Contract document. | |
| BUYER Paul Linhardt | BUYER CONTACT INFORMATION Phone: (573) 751-4578 Email: Paul.Linhardt@oa.mo.gov |
| SIGNATURE OF BUYER  | DATE 10/2/15 |
| DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  | |



I am
STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: C215080018
REQ NO.: NA
TITLE: NASPO ValuePoint Copiers, Printers,
and Related Devices

BUYER: Paul Linhardt
PHONE NO.: (573) 751-4578
E-MAIL: Paul.Linhardt@oa.mo.gov

TO: Ricoh USA
70 Valley Stream Parkway
Malvern, PA 19355

RETURN DOCUMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM) BY
E-MAIL, FAX, OR MAIL/COURIER:

| | |
|---------------------|---|
| SCAN AND E-MAIL TO: | Paul.Linhardt@oa.mo.gov |
| FAX TO: | (573) 526-9816 |
| MAIL TO: | DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809 |
| COURIER/DELIVER TO: | DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517 |

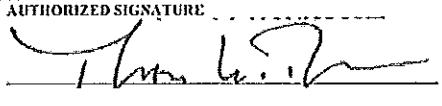
DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS STATE AGENCIES - STATEWIDE

The Contractor hereby agrees to provide the services and/or supplies described in the attached State of Nevada Contract # 3091 for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri.

SIGNATURE REQUIRED

| | | | |
|------------------------------|--|--|--|
| DOING BUSINESS AS (DBA) NAME | | LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. | |
| MAILING ADDRESS | | Ricoh USA, Inc | |
| CITY, STATE, ZIP CODE | | IRS FORM 1099 MAILING ADDRESS | |
| | | 70 Valley Stream Parkway, | |
| | | CITY, STATE, ZIP CODE | |
| | | Malvern, PA 91355 | |

| | | | |
|---|------------------------------------|-------------------------|--------------------------|
| CONTACT PERSON | | EMAIL ADDRESS | |
| Tom Brown | | Tom.brown@ricoh-usa.com | |
| PHONE NUMBER | | FAX NUMBER | |
| 302-353-5566 | | | |
| TAXPAYER ID NUMBER (TIN) | TAXPAYER ID (TIN) TYPE (CHECK ONE) | | VENDOR NUMBER (IF KNOWN) |
| | X FEIN SSN | | |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) | | | |
| <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt | | | |
| AUTHORIZED SIGNATURE | | DATE | |
|  | | 9/18/2015 | |
| PRINTED NAME | | TITLE | |
| Tom Brown | | VP of Public Sector | |

CONTRACT TITLE: NASPO ValuePoint Copiers, Printers, and Related Devices

CONTRACT PERIOD: Date of Award through December 31, 2019

C215080018¹⁸

Contract ~~C213093018~~ is awarded by the State of Missouri consisting of the following:

- ❖ The attached Contract #3091, signed by the State of Nevada on 12/05/15 and Ricoh USA.
- ❖ The attached RFP #3091 issued by the State of Nevada on 06/10/14 consisting of 156 pages.
- ❖ The attached amended Participating Addendum

As stated in the Participating Addendum, the contractor shall provide multifunction copiers and related services specified by the NASPO ValuePoint Copiers, Printers, and Related Devices contract. All references to the State of Nevada, Department of Administration's Purchasing Division and NASPO ValuePoint, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Nevada and NASPO ValuePoint such as background information, statistical/factual information, etc.

- 1.1 The contractor shall submit invoices for products and services/supplies provided for the State of Missouri directly to the ordering agency.
- 2.1 The contractor shall allow for ongoing lease payments, as applicable, from the previous WSCA Copiers and Related Software contract #1715.
- 3.1 The State of Missouri hereby incorporates the following provisions regarding state agency use of the contract:
 - a. State agencies shall not be permitted to acquire printers (Group D) through this agreement. Political subdivisions and universities of the State of Missouri may acquire printers (Group D) through this agreement.
 - b. Quotations: State agencies should obtain price quotations from at least three manufacturers before purchasing products through the contract.
 - c. Color and High Speed Units: Before purchasing a color multifunction device of any speed or a black and white multifunction device with a speed greater than 60 pages per minute (PPM), a state agency must obtain written approval to purchase the device from OA General Services State Printing. State agencies must submit State Printing's written approval with the purchase order.
 - d. Trade-Ins: State agencies must obtain OA Surplus Property's approval before trading in a copier.
 - e. Hard Drive Erase: State agencies must purchase hard drive erase software for all devices containing a hard drive.
 - f. Orders and Invoicing: When the manufacturer utilizes dealers to accept orders and payments, then the order must be placed to the same vendor as the payment will be made. (i.e. If orders are submitted to the manufacturer, then payment must be submitted to the manufacturer. If orders are submitted to a dealer then payment must be submitted to the same dealer.)
 - g. Financing Options: State agencies may enter into fair market value/operational leases, cancelable rentals, and non-cancelable rentals. State agencies must not enter into capital leases.

- h. Sales Reporting: The manufacturer must provide quarterly reports to the Division of Purchasing and Materials Management identifying devices purchased, leased, and maintained under this contract.
- 1) The report must list the placement of all copiers (purchased or fair market value lease) during the previous three months.
 - 2) The report must be presented by email within 30 business days after the end of each reporting period.
 - 3) Reports must include the following:
 - i. Contract Number;
 - ii. Equipment Make, Model, and Serial Number;
 - iii. State Agency and Location;
 - iv. Purchase or Fair Market Value Lease;
 - v. Maintenance Agreements;

4.1 Missouri Statewide Contract Quarterly Administrative Fee:

- a. The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- b. The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- c. Payments shall be made using one of the following acceptable payment methods:
 - Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing and Materials Management, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
 - Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing and Materials Management at (573) 751-2387.
- d. All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

5.1 Missouri Statewide Contract Quarterly Administrative Fee Report:

- a. The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing and Materials Management which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.
- b. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.
- c. The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 1) may be downloaded from the following DPMM website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:
 - **Mnail:** Division of Purchasing and Materials Management,
P.O. Box 809, Jefferson City MO 65102-0809
 - OR
 - Division of Purchasing and Materials Management,
301 West High Street, Room 630, Jefferson City, MO 65101-1517
 - **Fax:** (573) 526-9815
 - **Email:** ereports@oa.mo.gov
- d. The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

6.1 Missouri Statewide Contract Quarterly Usage Report:

- a. The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing and Materials Management (DPMM) which shall provide the Data Element information listed below:

| Data Element | Description |
|-----------------|--|
| Contractor Name | Contractor name as it appears on the contract. |

| | |
|--|--|
| Statewide Contract Number | Statewide contract number as listed on the cover page of your contract with the State of Missouri. |
| Report Contact Name | Name of the person completing the report on behalf of the contractor. |
| Contact Phone Number | Phone number for the person completing the report. |
| Contact Email Address | Email address for the person completing the report. |
| Date Report Submitted | Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM. |
| Reporting Quarter | Quarter for which the contractor is reporting purchases on the contract. |
| Entity Type | Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state. |
| Customer Name | Customer's name. If the customer has multiple locations, please only use the main entity name. |
| Product or Service Description | Description of product or service purchased. |
| Purchase Authorization Number/Identifier | Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card". |
| Contract Line Item Number | Line item number on the contract. |
| Quantity Delivered | Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project. |
| Unit Price Charged | Unit Price Charged (i.e. excluding credits) for the product or service purchased. |
| Extended Price | Quantity Delivered X Unit Price Charged. |

- b. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing and Materials Management no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- c. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 2) which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- d. The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and

agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

- 7.1 Leases: State agencies may enter into fair market value leases, cancelable rentals, and non-cancelable rentals. State agencies shall not enter into capital leases or short term rentals.

8.1 **Affidavit of Work Authorization and Documentation:**

Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor should complete applicable portions of Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit A must be submitted prior to an award of a contract.

9.1 **Contractor's Personnel:**

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - (2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - (3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

10.1 Federal Funds Requirement:

- a. The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
 - 1) the percentage of the total costs of the program or project which will be financed with Federal money;
 - 2) the dollar amount of Federal funds for the project or program; and
 - 3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

11.1 Outside United States:

- a. If any products and/or services offered under this contract are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details in the space below or on an attached page.
- b. Are products and/or services being manufactured or performed at sites outside the United States?
☒ Yes ☐ No

If Yes, describe and provide details:

For MFP Products, except for our 60 & 70 CPM units which are manufactured in CA, Ricoh manufacturers products in China, Japan, and South Korea. Printers are manufactured in Thailand.

EXHIBIT A
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

| | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A - CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; OR
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ (insert agency name) with all documentation required in Box B of this exhibit.

 Authorized Representative's Name (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT A, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT A, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Tom L. Brown
Authorized Representative's Signature

Tom Brown
Printed Name

VP, Government & Higher Education
Title

9-22-15
Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this 22 of September 2015. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Chester, State of
(NAME OF COUNTY)
Pennsylvania, and my commission expires on April 21, 2018
(NAME OF STATE) (DATE)

Michelle L. Peterson
Signature of Notary

9-22-15
Date

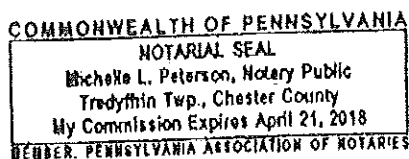


EXHIBIT A, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: _____

(if known)

Tom Brown

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

Tom.brown@ricoh-usa.com
E-Mail Address

Ricoh USA, Inc
Business Entity Name

9/18/2015
Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date



Company ID Number: 32855
Client Company ID Number: 576173

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer RICOH USA

VICTOR MACIAK
Name (Please Type or Print)

[Signature]
Signature

VP, TALENT MANAGEMENT
Title

6-28-2012
Date

E-Verify Employer Agent ADP, Inc. (SC)

Kenneth Hampton

Name (Please Type or Print)

Electronically Signed

Signature

Title

06/28/2012

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

07/12/2012

Date

Information Required For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: RICOH USA

EXHIBIT B
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Rico
 Company Name
Tom Brown
 Authorized Representative's Printed Name
Thomas L. Brown
 Authorized Representative's Signature

DUNS # (if known)
VP, Government & Higher Education
 Authorized Representative's Title
9-22-15
 Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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Administered by the State of Nevada (hereinafter "Lead State")**

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

And

State of Missouri
(hereinafter "Participating State")

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1. Scope: This addendum covers the Copiers, Printers & Related Devices 3091 led by the State of Nevada for use by state agencies governed by Chapter 34 RSMo, political subdivisions, and universities of the State of Missouri as authorized by statute to utilize State of Missouri contracts with the prior approval of the Director of the Division of Purchasing and Materials Management.

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

State agencies governed by Chapter 34 RSMo are specifically prohibited from acquire printers (Group D) and scanners (Group F) through this agreement unless specifically authorized by the Director of the Division of Purchasing and Materials Management (DPMM) for the State of Missouri.

Political subdivisions and universities of the State of Missouri may acquire printers (Group D) or scanners (Group F) through this agreement.

In the event of a conflict between the terms and conditions of this Participating Addendum (PA) and any Exhibit or Attachment subject to this PA, the terms and conditions of the PA shall 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:
(These modifications or additions apply only to actions and relationships within the Participating Addenda)
 - a) Scope: State agencies governed by Chapter 34 RSMo must utilize the contract in the following manner:
 - 1) State agencies shall not be permitted to acquire printers (Group D) through this agreement unless specifically authorized by the Director of the DPMM. Political subdivisions and universities of the State of Missouri may acquire printers (Group D) through this agreement.
 - 2) Quotations: State agencies should obtain price quotations from at least three manufacturers before purchasing products through the contract.

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- 3) Color and High Speed Units: Before purchasing a color multifunction device of any speed or a black and white multifunction device with a speed greater than 60 pages per minute (PPM), a state agency must obtain written approval to purchase the device from OA General Services State Printing. State agencies must submit State Printing's written approval with the purchase order.
 - 4) Trade-Ins: State agencies must obtain OA Surplus Property's approval before trading in a copier.
 - 5) Hard Drive Erase: State agencies must purchase hard drive erase software for all devices containing a hard drive.
 - 6) Orders and Invoicing: When the manufacturer utilizes dealers to accept orders and payments, then the order must be placed to the same vendor as the payment will be made. (i.e. If orders are submitted to the manufacturer, then payment must be submitted to the manufacturer. If orders are submitted to a dealer then payment must be submitted to the same dealer.)
 - 7) Financing Options: State agencies may enter into fair market value/operational leases, cancelable rentals, and non-cancelable rentals. State agencies must not enter into capital leases.
- b) For informational purposes, the contractor is requested to complete Exhibit A regarding their economic impact to the State of Missouri.
- c) Missouri Statewide Contract Quarterly Administrative Fee:
- 1) The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
 - 2) The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
 - 3) Payments shall be made using one of the following acceptable payment methods:

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- Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing and Materials Management, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing and Materials Management, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
 - Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing and Materials Management at (573) 751-2387.
- 4) All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.
- 5) Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing and Materials Management which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing and Materials Management (DPMM) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 4) may be downloaded from the following DPMM website: <http://oa.mo.gov/purchasing/vendor-information>. The

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Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- Mail: Division of Purchasing and Materials Management,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing and Materials Management,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

- Fax: (573) 526-9815
- Email: ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.

d) Missouri Statewide Contract Quarterly Usage Report:

- 1) The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing and Materials Management (DPMM) which shall provide the Data Element information listed below:

| Data Element | Description |
|---------------------------|--|
| Contractor Name | Contractor name as it appears on the contract. |
| Statewide Contract Number | Statewide contract number as listed on the cover page of your contract with the State of Missouri. |
| Report Contact Name | Name of the person completing the report on behalf of the contractor. |
| Contact Phone | Phone number for the person completing the report. |

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| | |
|--|--|
| Number | |
| Contact Email Address | Email address for the person completing the report. |
| Date Report Submitted | Date the Missouri Statewide Contract Quarterly Usage Report is submitted to DPMM. |
| Reporting Quarter | Quarter for which the contractor is reporting purchases on the contract. |
| Entity Type | Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state. |
| Customer Name | Customer's name. If the customer has multiple locations, please only use the main entity name. |
| Product or Service Description | Description of product or service purchased. |
| Purchase Authorization Number/Identifier | Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card". |
| Contract Line Item Number | Line item number on the contract. |
| Quantity Delivered | Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project. |
| Unit Price Charged | Unit Price Charged (i.e. excluding credits) for the product or service purchased. |
| Extended Price | Quantity Delivered X Unit Price Charged. |

- 2) Sales Reporting: The manufacturer must provide quarterly reports to the Division of Purchasing and Materials Management identifying devices purchased, leased, and maintained under this contract.
- a. The report must list the placement of all copiers (purchased or fair market value lease) during the previous three months.
 - b. The report must be presented by email within 30 business days after the end of each reporting period.
 - c. Reports must include the following:
 - i. Contract Number;
 - ii. Equipment Make, Model, and Serial Number;
 - iii. State Agency and Location;

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- iv. Purchase or Fair Market Value Lease;
- v. Maintenance Agreements;

- 3) The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing and Materials Management no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 4) The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 5) which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- 5) The contractor shall agree that the Division of Purchasing and Materials Management reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing and Materials Management may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing and Materials Management, the contractor shall comply with all contractual terms, as amended.
- e) The parties agree that nothing in Section 14.b of the Master Agreement is meant to obligate Contractor to indemnify for third party (non-Ricoh branded) products purchased hereunder that may come with their own warranties and indemnity for infringement of intellectual property rights.

In addition, Section 14.b.2 of the Master Agreement is further clarified 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.

4. Leases:

- a) State agencies may enter into fair market value leases, cancelable rentals, and non-cancelable rentals. State

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agencies shall not enter into capital leases or short term rentals.

- b) State Agencies: State agencies shall only utilize the approved State of Missouri Lease document, as set forth as Attachment 1. State agencies may initiate a lease subject to the state leasing document, by issuing a Purchase Order ["PO"] and reference the type of lease or rental (FMV, cancelable rentals, and non-cancelable rentals) on the PO.
- c) Political Subdivisions: Political Subdivisions may utilize the state leasing document (Attachment 1) or may enter into Equipment leases subject to the Terms and Conditions of the Ricoh Lease Agreement (Not Attached), unless otherwise agreed to. To initiate a lease subject to the state leasing document, Political Subdivision Customers may issue a Purchase Order ["PO"] and reference the type of lease (FMV, Operational, or Capital Lease) on the PO. To initiate a lease subject to the Ricoh Lease Agreement, Political Subdivision Customers must sign the Ricoh Lease Agreement. Notwithstanding anything to the contrary in this PA, in the event of a conflict between an executed Lease Agreement and the Master Agreement, the terms of the Lease Agreement will supersede and control. The Lease Agreement and each PO issued prior to the termination of this PA shall survive the termination of this PA and the Master Agreement.
- d) Lease Renewals: Fair Market Value and Operational leases are subject to automatic price reductions at time of lease renewal. Thirty days prior to lease expiration, Customers will provide written notice of intent to enter into a 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.
- e) 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.
- f) Contractor may sell and assign, solely for financing purposes, its right, title and interest in and to: (i) the Products subject to Lease Agreements or POs; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this PA and the applicable Lease Agreement with respect to the Products, such payments and other amounts due, but none of Contractor's obligations under this PA, the Lease Agreements, the Master Agreement or related documents may be sold or assigned. Any such assignment does not excuse Contractor from bearing any obligation, term and condition as outlined under the NASPO ValuePoint Master Agreement.

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5. Primary Contacts:

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

Contractor

| | |
|-----------|--|
| Name | Ricoh USA, Bart Lemmon, WSCA-NASPO National Contract Manager |
| Address | 19304 SE 145 th ST, Renton, WA |
| Telephone | 425-255-0730 |
| Fax | 425-228-2115 |
| E-mail | bart.lemmon@ricoh-usa.com |

Contractor Local Contact for Billing and Customer Support

| | |
|-----------|--|
| Name | Travis Massman, Ricoh USA |
| Address | 1401 Forum Blvd, Columbia, MO 65203 |
| Telephone | 573-353-2559 |
| Fax | 573-446-4777 |
| E-mail | Travis.massman@ricoh-usa.com |

State of Missouri

| | |
|-----------|--|
| Name | Paul Linhardt |
| Address | 301 West High Street, Room 630 |
| Telephone | 573-751-4578 |
| Fax | 573-526-9816 |
| E-mail | Paul.Linhardt@oa.mo.gov |

6. Subcontractors:

All Ricoh USA dealers and resellers authorized in the State of Missouri, as shown on the dedicated Ricoh USA website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The Ricoh USA dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. An Authorized Service Provider shall be deemed "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:

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- a) Orders can be made out to (a) Ricoh USA, Inc or (b) Authorized Service Providers as approved by Ricoh and the State.
- b) All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract resulting from RFP # 3091", (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount (4) If Leased, type of Lease (FMV or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service Program selected and CPC rates.
- c) 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, but will be updated by the Contractor within thirty (30) days written notice from the Buyer of the required information update.
- d) 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).

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 P.O. Box 660342 Dallas, TX 75266-0342 | 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 Attachment 2 provides additional service level goals.
9. Ricoh / WSCA Master Maintenance & Sale Agreement:

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Notwithstanding anything to the contrary in the Master Agreement, Buyers are subject to "Ricoh WSCA Maintenance and Sale Agreement" attached and incorporated herein as Attachment 3. 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 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.

State agencies governed by Chapter 34 RSMo shall not be permitted to acquire scanners (Group F) through this agreement unless specifically authorized by the Director of the DPMM. Political subdivisions and universities of the State of Missouri may acquire scanners (Group F) through this agreement.

12. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the appropriate State of Missouri contract number associated with Ricoh USA and the Lead State price agreement number: 3091.

13. 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.

14. Audit Rights: Upon the prior written request of the State and no more frequently than once per quarter 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.

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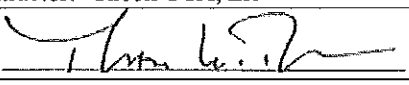
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This Participating Addendum and the Master Agreement number 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, 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. 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: Missouri | Contractor: Ricoh USA, Inc |
| By:  | By:  |
| Name: Karen S. Boeger | Name: Tom Brown |
| Title: Director, Division of Purchasing | Title: VP, Government & Higher Education |
| Date: 9-22-15 | Date: 8/25/2015 |

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EXHIBIT A

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and Ricoh USA is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc. Ricoh currently employs 640 Missourians all through-out the state. Our current Facilities in the State of Missouri are listed below:

| Property Function | Property Address 1 | Property City | ST | Property Zip | Square Footage |
|-------------------|---|------------------|----|--------------|----------------|
| Sales | 16253 Swingley Ridge Road | Chesterfield | MO | 63017 | 28,830 |
| Sales | 1401 Forum Boulevard | Columbia | MO | 65203 | 3,800 |
| Telesales | 1400 South Highway Drive | Fenton | MO | 63099 | 76,908 |
| Transfer Center | 728 Heisinger Road | Jefferson City | MO | 65109 | 2,250 |
| Print Shop | 2384 - 2386 Centerline Industrial Drive | Maryland Heights | MO | 63043 | 4,460 |
| Transfer Center | 957 - 959 Harmsted Court | Saint Charles | MO | 63301 | 11,666 |
| Sales | 3043 S. Kansas Expressway | Springfield | MO | 65807 | 4,600 |
| BIS | 515 Olive Street | St. Louis | MO | 63101 | 6,032 |

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2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number

Ricoh will be providing professional services including but not limited to insulation of MFD's /printers /software, warranty service on the units purchased/leased, pick-up and delivery services, and consulting with end users to take full advantage in the states investment.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Below are the taxes paid by Ricoh in 2014

| | |
|----------------------------|------------------|
| Franchise Tax | 6,767 |
| Sales Tax | 581,261 |
| Sellers Use Tax | 203,779 |
| Consumers Use Tax | 290,978 |
| Rental Tax | 227,989 |
| Unclaimed property | 822 |
| Personal Property | 214,598 |
| Total MO taxes paid | 1,526,194 |

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

N/A

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

N/A

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:

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N/A

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ATTACHMENT 1

**STATE OF MISSOURI
AGREEMENT FOR LEASE OF EQUIPMENT**

| |
|----------------------------------|
| WSCA-NASPO MSA CONTRACT #3091 |
|----------------------------------|

A Contract Between the State of Missouri
Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF LEASING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF LESSOR)

WHEREAS, The State of Missouri and its Using Agencies are authorized to lease under the above referenced NASPO ValuePoint Master Agreement and the State's Participating Addendum; and
WHEREAS, it is deemed that the lease of this equipment is both necessary and for the good of the State of Missouri;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **LEASE TERM.** This Agreement shall be effective from _____ to _____, unless sooner terminated by either party as set forth in this Agreement in paragraph 7.
2. **DEFINITIONS.** "State" means the State of Missouri and any state agency identified herein, its officers, and employees. "Lease Term" means the term of the Agreement set forth in Section 1. "Leased Equipment" means the equipment described in Attachment A and any equipment replaced by Lessor during the term of this Agreement. "Lessor" means a person or entity from whom the State has leased equipment under the terms and conditions set forth in this Agreement. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by telephonic facsimile or email with simultaneous regular mail, or (c) mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above. For purposes of

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computing times from service of notice, service of notice by delivery in hand shall be effective on the date of delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing.

4. INCORPORATED DOCUMENTS. This Agreement incorporates the following attachments in descending order of constructive precedence; a Lessor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Agreement:

ATTACHMENT A: SCHEDULE OF LEASED EQUIPMENT AND LEASE PAYMENT

CONSIDERATION (RENT). The parties agree that for the Lease Term set forth in Section 1 above, Lessor leases to the State the equipment described in Attachment A, for the lease payments set forth in Attachment A, with the total Agreement or installments not to exceed \$ _____, excluding meter charges and late fees (pursuant to State of Missouri statute 34.055.1). Lessor's Service obligations on the Leased Equipment shall conform to the terms of the NASPO ValuePoint Master Agreement and the State's Participating Addendum. The State does not agree to reimburse Lessor for expenses unless otherwise specified in the incorporated documents. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Agreement term) or a termination as the results of legislative appropriation may be required.

5. POSSESSION AND RETURN OF LEASED EQUIPMENT. The State shall have possession of the Equipment for the Term set forth in Section 1, above, unless this Agreement is earlier terminated in accordance with Section 7, below. Lessor covenants that it has good title to the Leased Equipment. At the expiration of the term of this Agreement, the State shall make the Leased Equipment available to Lessor for pickup at the State's premises. If the State is not in breach of this Agreement, all costs of removing and transporting the Equipment at the expiration of the Lease Term shall be the responsibility of Lessor. Risk of loss of the equipment rests with Lessor until the Leased Equipment is delivered to the State's designated location and delivery is accepted by the State.

6. TERMINATION.

- a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties.
- b. Termination With Penalty. Leases may be bought out and return to Lessor, although operational, non-cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed (i) the balance of lease payments of the remaining term for leases and (ii) with respect to service and maintenance charges, may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less.
- c. State Termination for Nonappropriation. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Agreement, and Lessor waives any and all claim(s) for damages, effective immediately upon service of written notice (or any subsequent date specified

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therein) if for any reason the Leasing Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

- d. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice to other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this Agreement. Notice of Termination for Breach or Default is effective 30 days following service of notice, or upon any subsequent date specified in the notice of termination. Termination by Lessor due to the Leasing Agency's material breach or default will be subject to a termination charge, which may not exceed (i) the balance of lease payments for leases and (ii) with respect to service and maintenance charges, may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less, for service and maintenance charges.
8. INSURANCE. Lessor shall procure, maintain and keep in force for the duration of this Agreement insurance conforming to the requirements of the NASPO ValuePoint Master Agreement and the State's Participating Addendum to the Master Agreement, naming the State of Missouri as additional insured on any general liability policies by specific endorsement, or by a blanket additional insured endorsement. At Lessor's request, the State of Missouri shall provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in State's possession by the State's program of self-insurance or a policy of property insurance from a qualified insurer.
9. WARRANTY AND MAINTENANCE OF EQUIPMENT. All services performed under this Agreement shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to the state all manufacturer's warranties on the Leased Equipment, which shall be not less than a full six months warranty. Lessor shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term.
10. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Missouri, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction.
11. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by Lessor before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Lessor.
12. AGREEMENT AND MODIFICATION. This Agreement is made pursuant to the NASPO ValuePoint Master Agreement identified above, and the Participating Addendum to that Master Agreement between the State of Missouri and Lessor, the terms of which are incorporated herein by reference. Except as to the term of this Agreement or the schedule of lease payments, any amendments to the NASPO ValuePoint Master Agreement or the

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State's Participating Addendum shall apply to this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Missouri Division of Purchasing and Materials Management.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

Lessor's Signature (Vendor)

Date

Lessor's Title

Leasing Agency Signature

Date

Title

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ATTACHMENT 2

**STATE OF MISSOURI
SERVICE LEVEL AGREEMENT (SLA)**

1. Customer 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 Customer with a defined replacement process for equipment performing below expectations. This SLA does not implicate or involve lease related invoicing; it involves equipment performance and maintenance issues.
- 1.2 Customer 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 Customer.

- 1.3 Calculation of Service Level Points** - Upon written request of the Customer, the Contractor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart for the previous quarter. 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 only (expressed as a negative %). Penalty will not apply to lease payments.

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| | 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) | 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 | 80% or Higher | 79.9% - 70% | 69.9% - 60% | 59.9% - 50% | Less than 50% |
| Possible Points | 4 | 3 | 2 | 2 | 0 |

- 1.4 Penalty** - The penalty shall be awarded to the Customer as a credit on the following period's service and supplies invoice.

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

- 1.5 Equipment Performance** - Contractor guarantees that each machine specified within any maintenance agreement, for units within the Urban service area, will average the monthly uptime as measured on a quarterly basis by product segment listed below.

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

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| | | | |
|---|---------------------|-----|-----|
| E | Digital Duplicators | All | 96% |
|---|---------------------|-----|-----|

If any unit fails to maintain this level of performance for the monthly uptime, excluding service calls caused by operator error, provided 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 96% uptime requirement shall not apply to devices whose uptime depends, in large part, on the operator's efficiency in replacing operator replaceable components.

Should 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 Contractor Guarantees

- 1.6.1 Training** – On-going training as requested by the Customer 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.

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1.6.2 **Loaner Unit/Backup Production** – If any unit is inoperable due to equipment malfunction for a period in excess of 72 hours, Contractor shall provide the Customer 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 Customer 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 meter readings from Customer 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 Customer's failure to provide such meter readings 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 Customer has given written notice to Contractor 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 | Invoices will be submitted no later than the 25 th of the month immediately following the close of a billing period |
| Accurate Invoicing | Invoices do not require any credits for miss-billing |
| Service Impressions | Contractor 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 State within 30 days of the closing of the reporting period. Failure to do so may result in a penalty of \$5.00 per work day beyond the 30 day period.
- 2.2 **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 appropriate account or purchasing entity

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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.

- 2.3 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 appropriate account or purchasing entity 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.
- 2.4 Penalties** - All penalties under this, section two (2) of the Service Level Agreement, shall be payable to the appropriate account or purchasing entity.

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ATTACHMENT 3

WSCA MASTER MAINTENANCE & SALE AGREEMENT

| CUSTOMER INFORMATION | | | | |
|----------------------|--|-------|--|----------|
| Legal Name | | | | |
| Bill To Address | | | | |
| City | | State | | Zip Code |

The following terms shall apply to all Service transactions:

1. **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.

2. **Service Calls.** Service calls will be made during 8:00am – 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.

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3. **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.

4. **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 should the customer wish to extend or renew the service agreement, and 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.

5. **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.

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

7. **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.

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8. **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.

9. **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.

10. **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.

11. **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. 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.

12. **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. 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.

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
Nevada RFP 3091
(hereinafter "Contractor")

And

State of Missouri
(hereinafter "Participating State")

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13. **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's warranty is as set forth in the WSCA-NASPO MSA, Contract #3091 and Ricoh's response to the solicitation. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN AND THEREIN 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 THE WSCA-NASPO MSA, CONTRACT #3091 AND 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 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 OR PAYABLE TO RICOH DURING THE TERM OF THE LEASE OR AMOUNT OF THE PURCHASE, WHICHEVER IS APPLICABLE. 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. THE FOREGOING DOES NOT LIMIT RICOH'S LIABILITY IN TORT OR PRODUCT LIABILITY FOR DEATH, PERSONAL INJURY, OR LOSS OR DAMAGE TO TANGIBLE PROPERTY.

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.

14. **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"). 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.

CUSTOMER

By: _____
Name: _____
Title: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____

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Date:

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