

**APPENDIX F TO DIR CONTRACT NO. DIR-TSO-3041**  
**Maintenance and Sale Agreement**

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

DIR Contract No. DIR-TSO-3041 and this Maintenance & Sale Agreement (the "Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh" and/or "Vendor") agrees to sell the specific equipment and/or hardware ("Products") identified on an Order (defined below) entered into hereunder and/or provide maintenance services for the specific items of equipment identified on an Order ("Services") entered into hereunder to Customer (defined above) from time to time. Either party may terminate the arrangement contemplated by this Agreement at any time upon prior written notice to the other in accordance to Appendix A, Section 11.B of DIR Contract No. DIR-TSO-3041. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order Form (each an "Order") placed and accepted prior to such termination.

**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 DIR-TSO-3041 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 and must include the words, "DIR Contract No. DIR-TSO-3041". Ricoh will not be responsible to provide services for equipment, for terms or locations not identified on the Order accepted by Ricoh.

(b) As part of its Services, Ricoh will repair or replace in accordance with the terms and conditions of DIR Contract No. DIR-TSO-3041 and this Agreement any part of the serviced equipment that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. 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); (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 regular Ricoh business hours (unless covered under an extended hour service contract) and Service calls or work which Customer requests to be performed on Ricoh holidays; (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the serviced equipment; (v) consumable supplies such as paper, unless expressly provided for in the 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 equipment, including problems resulting from overloaded or improper circuits; and (x) installation or de-installation and/or movement of the serviced equipment from one location to another unless specified in writing by Ricoh. Notwithstanding the foregoing, initial equipment installation and/or final disposition de-installation of the equipment and transportation each way is included at no cost to Customer. Damage to serviced equipment or parts arising from causes beyond the control of Ricoh are not covered by this Agreement or any Order. Additionally, service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in Service being rendered on a time-and-material basis in addition to the Service Charges.

2. **Service Calls.** Service calls will be made during normal business hours at the installation address shown on the applicable Order exclusive of State of Texas published holidays listed on the Texas Comptroller of Public Accounts website at: [http://www.window.state.tx.us/taxinfo/state\\_holidays.html](http://www.window.state.tx.us/taxinfo/state_holidays.html). Travel is not an allowable charge under this Contract and labor-time for the service calls after normal hours, on weekends and on 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 in accordance to Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components.

3. **Reserved.**

4. **Term.** Each Order shall become effective on the effective date of the Order and shall continue for the term identified in the Order. Notwithstanding the foregoing, pricing shall be in accordance with Appendix C of DIR Contract No. DIR-TSO-3041. Termination shall be in accordance with Appendix A, Section 11.B of DIR Contract No. DIR-TSO-3041.

5. **Service Charges.** (a) Service charges (“Service Charges”), will be set forth in accordance to Appendix C of DIR Contract No. DIR-TSO-3041. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer’s limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge its customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may result in Service Charges; (ii) the transfer of the serviced equipment from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the applicable Order; and (iii) the Toner Inclusive Program is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. As per Section 151.309, Texas Tax Code, Government Customers under this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, Government Customers under this Agreement are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

(b) Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Pricing shall be in accordance with Appendix C of DIR Contract No. DIR-TSO-3041.

6. **Use of Recommended Supplies; Meter Readings.** (a) If the Customer uses other than manufacturer-recommended paper, and if such paper is defective or not acceptable for use on the serviced equipment or causes abnormally frequent service calls or service problems that are uncured and continuing, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such items of serviced equipment. If so terminated, Customer will be offered service on a time and materials basis in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041. Supplies, including toner, staples, developer and fuser oil are included in the cost of images listed in Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041.

(b) If Ricoh determines that Customer has used more than the manufacturer’s recommended specifications for supplies provided by Ricoh, Customer and Ricoh will assess the equipment to determine if the device needs to be upgraded to a model that will accommodate the Customer’s actual usage. Supplies are included in this Contract at no cost. 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. As part of its Services, Customer acknowledges and agrees that Ricoh may place automatic meter reading units on imaging devices, embedded or otherwise, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis, service calls and toner alerts. Ricoh agrees that such units will be used by Ricoh solely for such limited purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes only. In the event Customer does not rely on automatic meter reading devices or equipment monitoring services and if after repeated billing cycles of estimations, a meter reading is still not provided to Ricoh, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges.

7. **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 location set forth in the Services 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.

8. **Customer Obligations.** Customer agrees to provide a proper place for the use of the serviced equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the serviced equipment hereunder within a reasonable distance of the serviced equipment. Customer agrees to provide “360 degree” service access to the serviced equipment. Customer will provide a key operator for the serviced equipment and will make operators available for instruction in use and care of the serviced equipment. Customer agrees that any equipment not serviced by Ricoh which utilizes identical supplies to the serviced equipment must be covered under a separate inclusive non-Ricoh service program. If Customer is authorized by law to perform background checks on Ricoh personnel performing Services under this Agreement, then it shall provide Ricoh with advance written notice of any such requirement before the commencement of work under this Agreement.

9. **Early Termination.** Termination shall be in accordance with Appendix A, Section 11.B of DIR Contract No. DIR-TSO-3041.

10. **Insurance.** Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this Agreement. If Customer is a governmental entity, Ricoh agrees that Customer may self-insure to fulfill this requirement. Ricoh will maintain insurance coverage in accordance with Appendix A, Section 10.N of DIR Contract No. DIR-3041. Upon request, each party agrees to deliver the other evidence of such insurance coverage.

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

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 for such order. Ricoh will not be obligated to sell or deliver Products for which such information is not provided in an Order accepted by Ricoh. Unless otherwise agreed upon by both parties in writing, delivery of Products to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, actual delivery by such vehicle to Customer, shall constitute delivery to Customer. All handling, transportation and installation will be provided to Customer at no charge. Customer agrees to confirm delivery of all Products covered by this Agreement when the same is delivered by signing a delivery acknowledgement. Customer will have five (5) business days to provide Acceptance Certification. Orders shall not be cancelable by the Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments and if necessary and in accordance with Customer's budgetary guidelines.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Merchandise returned without written authorization may not be accepted at the receiving dock and is the sole responsibility of Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing, delivered to Ricoh within five (5) days after receipt of Products.

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

13. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh is not the manufacturer of any of the Products. However, in connection with any Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. EXCEPT AS EXPRESSLY SET FORTH IN DIR CONTRACT DIR-TSO-3041, 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. LIMITATION OF LIABILITY SHALL BE IN ACCORDANCE WITH APPENDIX A, SECTION 10.K OF DIR CONTRACT NO. DIR-TSO-3041. 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 supplier of the Software ("Software Supplier"). Ricoh has no right, title or interest in any Software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

14. **Payment; Risk of Loss; Taxes.** Payment shall be in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-TSO-3041. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service standards set forth in this Agreement shall be the prompt and proper re-performance of such services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by Ricoh at Customer location or, in the case of an arranged delivery by a local Ricoh installation vehicle, delivery by such vehicle to Customer. As per Section 151.309, Texas Tax Code, Government Customers under this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, Government Customers under this Agreement are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

15. **Assignment; Force Majeure.** Assignment shall be in accordance with Appendix A, Section 4.D of DIR Contract No. DIR TSO-3041. Force Majeure shall be in accordance with Appendix A, Section 11.C of DIR Contract No. DIR-TSO-3041.

16. **Governing Law; Entire Agreement.** DIR Contract No. DIR-TSO-3041, this Agreement and any Order shall be governed by the laws of the State of Texas. Venue shall be in the State Courts of Travis County, Texas. Nothing

herein shall be construed to waive the State's sovereign immunity. This Agreement and DIR Contract No. DIR-TSO-3041 constitutes the entire agreement between the parties and may not be amended except in writing signed by an officer or authorized representative of Ricoh and DIR. All Orders shall be governed by the terms and conditions of this Agreement and DIR Contract No. DIR-TSO-3041, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. In the event of conflict the DIR Contract No. DIR-TSO-3041 shall prevail. PURCHASE ORDERS ISSUED BY CUSTOMER FOR PRODUCTS AND/OR SERVICES FROM RICOH, EVEN IF THEY DO NOT EXPRESSLY REFERENCE OR INCORPORATE THIS AGREEMENT, SHALL BE SUBJECT TO THIS AGREEMENT AND SERVE ONLY TO IDENTIFY THE PRODUCTS AND/OR SERVICES ORDERED AND SHALL NOT BE DEEMED TO ALTER OR OTHERWISE MODIFY THE TERMS AND CONDITIONS OF DIR CONTRACT NO. DIR-TSO-3041 AND THIS AGREEMENT. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of DIR Contract No. DIR-TSO-3041 and this Agreement are held to be invalid or unenforceable, neither shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This Agreement and any Orders may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement shall be in accordance to Appendix A, Section 12 of DIR Contract No. DIR-TSO-3041.

**CUSTOMER**

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

**RICOH USA, INC.**

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

End of Appendix F