

APPENDIX G TO DIR CONTRACT NO. DIR-TSO-3041
SERVICE AGREEMENT

Customer:

Full Legal Name: _____

Address: _____

City: _____ State: _____ Zip: _____

THIS Appendix G to DIR Contract No. DIR-TSO-3041 SERVICE AGREEMENT ("Agreement") is made by and between Ricoh USA, Inc. ("Ricoh"), with its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355-1453 and the customer listed above ("Customer"). This Agreement shall be effective from the _____ day of _____, 20____ and shall remain in effect for so long as any current or renewal term of any service order (a "Service Order") executed by Ricoh and Customer remains in effect. Any expiration or earlier termination of this Agreement shall not, however, be deemed to terminate, alter or otherwise modify the term of any Service Order entered into by the parties, which shall remain in effect in accordance with its terms and the terms and conditions of DIR Contract No. DIR-TSO-3041.

1. Services. Ricoh and/or its subsidiary companies will provide Customer and/or its subsidiary and associated companies with the services more particularly described in Appendix G, Exhibit A of a Service Order (collectively, "Services") at the Customer location(s) (each a "Center") identified in a Service Order. In order to obtain Services from Ricoh hereunder, Customer and Ricoh will execute a Service Order in the form attached as Schedule 1 to this Agreement.

2. Personnel. Ricoh will provide the personnel as listed in Appendix G, Exhibit A of a Service Order ("Personnel") to perform Services and to operate at each Center. Personnel shall at all times be the employees of Ricoh, and Ricoh shall be solely responsible for the supervision, daily direction and control of such Personnel. Ricoh shall have the right to remove, reassign, or take any other employment-related action with respect to any of its Personnel furnished pursuant to this Agreement. In the event of such removal or reassignment, Ricoh will furnish a replacement. In addition, Ricoh shall be responsible for payment of all compensation, benefits and employer taxes relating to such Personnel (including workers' compensation and disability). 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. Ricoh reserves the right to hire temporary employees or subcontractors, if the circumstances require, in order to operate at any Center or to accommodate special requests from Customer. The parties do not hereby intend to enter into a partnership or joint venture, to become agents of one another or to have their respective personnel become agents of the other, and the relationship between Ricoh and Customer shall at all times be that of independent contractors.

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

4. Prohibition on Hiring. Either during any Ricoh Personnel's assignment to Customer or within six (6) months after the completion of such an assignment, Customer shall not hire or otherwise employ any Personnel in any manner whatsoever to perform services similar to those Services provided to Customer hereunder or have any Personnel provide such services through a third party. Publicly advertised employment does not apply to this provision.

5. Space, Utilities and Office Supplies. (a) Customer will provide adequate space for operation of Copy Center Services and will provide for the preparation of the designated space in its facility for the Copy Center(s), including any electrical work required for installation or operation of all equipment required under this Agreement. (b) Customer will provide adequate electrical service, telephone service, custodial service, air ventilation, heating and cooling systems for each Copy Center and any Ricoh Non-Leased Equipment and/or Customer Equipment (as defined in Sections 6 and 7 below) and will provide the access needed for equipment maintenance, repair, installation and removal. (c) To operate the Copy Center(s), Customer shall provide (i) the office supplies (such as paper clips, staples, staplers, tape, etc.); and (ii) the office equipment (such as desks, shelves, telephones, file cabinets, table and chairs) that Customer and Ricoh mutually agree is necessary. (d) Customer agrees to provide a proper place for the use of the Equipment (as defined in Section 6 below), 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 Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment. Customer will designate a key operator for the Equipment who will be primarily responsible for the use and care of the Equipment on behalf of the Customer, and will be the primary point of contact for Personnel on Equipment-related matters. Customer will make key operators available for instruction in use and care of the Equipment. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs. (e) Customer will maintain the designated space for the Center(s) free from any unsafe conditions and will make available to the Ricoh personnel and subcontractors any safety equipment or materials provided by Customer to Customer's own employees and subcontractors. (f) Customer shall provide adequate security for equipment, supplies, and other items of value utilized by Ricoh in the performance of the Services. Customer shall bear all losses resulting from the theft or loss of such equipment, supplies and/or items of value, except those negligently or willfully caused by Ricoh or Ricoh's employees. (g) Ricoh's inability to fulfill its obligations under this Agreement because of any failure of Customer to meet its obligations under this Section shall not constitute a breach of this Agreement or other default by Ricoh.

6. Non-Leased Equipment. In addition to any equipment leased to Customer under Appendix D, Master Lease Agreement or Appendix E, Master Operating Lease Agreement of DIR Contract No. DIR-TSO-3041, for such purpose ("Equipment"), Ricoh will provide any additional administrative equipment that is listed on Appendix G, Exhibit B of a Service Order under the heading "Ricoh-Provided Non-Leased Equipment" ("Non-Leased Equipment"). Delivery of the Equipment and the Non-Leased Equipment to the Center(s) shall not include system and/or network related installation or services unless agreed to in writing by Customer and Ricoh. For the term of this

Agreement, all maintenance and repairs for the Non-Leased Equipment shall be provided by Ricoh, at its expense, during Normal Business Hours as defined below. Customer shall have no right, title or interest in or to the Equipment or the Non-Leased Equipment, except as otherwise may be provided under Appendix D of DIR Contract No. DIR-TSO-3041, Master Lease Agreement.

7. Customer Equipment. Customer shall provide the equipment listed on Appendix G, Exhibit B of a Service Order under the heading "Customer-Provided Equipment" ("Customer Equipment"). Customer Equipment may also include any equipment and/or services for which Ricoh has agreed to pay a third party on behalf of Customer during the term of this Agreement and pass through such expense to Customer to the extent that the equipment and/or services is in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041. All costs and expenses relating to any Customer Equipment, including maintenance and repairs, shall be the responsibility of Customer, unless otherwise agreed to in writing by Customer and Ricoh. All Customer Equipment shall remain the property of Customer, and Ricoh shall have no right, title or interest in or to the Customer Equipment. Customer will be responsible for all costs and expenses, including those listed on Appendix G, Exhibit A of a Service Order incurred by Ricoh to move, at Customer's request, any Equipment, Non-Leased Equipment, or Customer Equipment from one location to another in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041.

8. Equipment and Software (a) If Ricoh is engaged to provide Equipment repair and maintenance under any Service Order ("Serviced Equipment"), Ricoh will, between 8:00am and 5:00pm, Monday to Friday excluding public holidays and 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 ("Normal Business Hours"), repair or replace in accordance with the terms and conditions of DIR Contract No. DIR-TSO-3041 and this Agreement any part of the Equipment that becomes unserviceable due to normal usage (other than consumable supplies) ("Equipment Repair and Maintenance"). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used as determined by Ricoh in its sole discretion. All parts removed due to replacement will become the property of Ricoh.

(b) If Ricoh is engaged to provide software support under any Service Order ("Software Support"), Ricoh will during Normal Business Hours provide support for software supplied by Ricoh ("Software") in accordance with the terms and conditions of DIR Contract No. DIR-TSO-3041 and this Agreement. Software Support is advice by telephone, email or via the Ricoh or the developer's website following receipt of a request from the Customer to diagnose faults in the Software and advice to rectify such faults (remotely or by attendance on site as determined by Ricoh).

(c) The Services provided by Ricoh under this Agreement and each Service Order will not include the following: (i) repairs or Software Support resulting from misuse (including without limitation failure to maintain a proper environment for the Equipment or Software, improper voltage or the use of supplies that do not conform to the manufacturer's specifications); (ii) repairs made necessary by service or relocation of the Equipment performed by persons other than Ricoh representatives; (iii) service calls or work which the Customer requests to be performed outside of Normal Business Hours (unless covered under an extended hour service contract and in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) supply of consumable supplies of paper; (vi) repairs and/or service calls resulting from attachments not purchased from Ricoh; (vii) any Software Support or system support or the connection of any hardware or software to any Customer network or system unless specified in the

Service Order; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; and (x) charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another. 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 Equipment or parts are not covered by this Agreement or any Service Order. In no event shall Ricoh be liable for any damages resulting from or related to any failure of software, including, but not limited to, loss of data, or delay of delivery of Services hereunder. Ricoh assumes no obligation to provide or install any anti-virus of similar software and the scope of services contemplated hereby does not include any such Services. Additionally, Service necessitated as a result of inadequate key operator involvement, any operator caused damage, or the equipment being beyond economical repair may result in Service being rendered on a time-and-material basis in addition to the Service Charges.

9. Service Calls. Service calls will be made during Normal Business Hours at the Center shown on the applicable Service Order. Travel and labor-time for service calls outside of Normal Business Hours, 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 on a time-and-material basis. Pre-approved Travel Expense Reimbursement shall be handled in accordance with Appendix A, Section 8.F 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. Customer shall hold Ricoh and its employees and representatives harmless from and against damages to any unauthorized parts, components or accessories as well as any claims arising therefrom. Reconditioning and similar major overhauls may be covered by applicable manufacturer warranties, but are not covered by this Agreement or any Service Order. If Ricoh determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under the applicable Service Order).

10. Service Warranties. (a) Ricoh will perform its Services (i) in accordance with the applicable manufacturer's specifications and (ii) to meet the Service Levels, as defined in Appendix H, Service Level Agreement for Managed Print Services and Appendix G, Service Agreement, Exhibit A of the Service Order. If the Equipment fails to perform in accordance with the manufacturer's specifications or fails to meet the Service Levels, and Customer provides Ricoh with written notice of the problem, then Ricoh shall promptly use reasonable commercial efforts to repair such Equipment. If Ricoh is unable to repair the Equipment at the Center, Ricoh will provide temporary replacement equipment at no additional cost to Customer while the Equipment is being repaired at a Ricoh service center. If Ricoh is unable to repair the Equipment, Ricoh will install at the Center replacement equipment of equal or greater functionality at no additional charge to Customer.

(b) Ricoh warrants that the Services performed hereunder will be performed in a good and workmanlike manner, and Customer's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed. Ricoh warrants that the Ricoh service technicians will meet the Service Levels.

11. 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 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 Service Order with respect to such items of Equipment. If so terminated, Customer will be offered service on a time-and-material 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) Customer agrees, either by itself or through a designated representative, which may include any Ricoh Personnel or an independent third party, to provide Ricoh true and accurate meter readings by submitting meter reads to Ricoh through the Ricoh web-based meter read submission program, or when 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. 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, 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 low 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 may 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 Minimum Fee.

12. Purchases of Equipment for Cash. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the applicable equipment manufacturer, to the extent transferable and without recourse. Accordingly, 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 WITH RESPECT TO ANY EQUIPMENT OR PRODUCTS PURCHASED BY CUSTOMER HEREUNDER. Ricoh is responsible for all installation and transportation charges. Customer agrees to confirm delivery of all equipment purchased under this Agreement when the same is delivered by signing a written 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.

13. Technical Services. In the event that Customer desires to order fixed fee or variable fee technical services from Ricoh from time to time which shall be in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041, it may do so by entering into a form of Appendix I, Statement of Work. In addition to the terms and conditions of DIR Contract No. DIR-TSO-3041 and this Agreement, the following terms shall apply to any Appendix I, Statement of Work:

13.1 Changes to the scope of the services described in any such Appendix I, Statement of Work shall be made only in a written change order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide any such services

at the Customer location set forth in the Appendix I, Statement of Work, as applicable, or on a remote basis. In consideration of the services set forth in the Appendix I, Statement of Work, Customer shall pay Ricoh the fees in the amounts and at the rates set forth therein to the extent that the fees and rates are in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041. Ricoh may suspend or terminate such services for non-payment.

13.2 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 Appendix I, Statement of Work. Estimated delivery and/or service schedules contained in any Appendix I, Statement of Work are non-binding estimates.

13.3 Intellectual property rights arising from the services provided under any Appendix I, Statement of Work shall remain the property of Ricoh, and nothing contained in any Appendix I, Statement of Work shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Appendix I, Statement of Work or that may be independently developed by Ricoh outside the scope of the Appendix I, Statement of Work and without use of any confidential or otherwise restricted material or information thereunder. Customer shall not use any services provided pursuant to an Appendix I, Statement of Work for any unlawful purpose.

14. Basic Connectivity Services. If any software, system support or related connectivity services are specifically set forth on a Service 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 Service Order, as applicable. Unless connectivity services are specifically identified in the Service 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.

15. Fees and Charges. Customer shall only pay the minimum fees ("Minimum Fee") for the Services and the fees for any additional images as specified on Appendix G, Exhibit A of the Service Order ("Service Charges") and in accordance to Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041. 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). Pricing shall be in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041 as may be amended upon the request of Ricoh and the approval of the State pursuant to Appendix A, Section G of DIR Contract No. DIR-TSO-3041

16. Invoicing. Ricoh shall invoice Customer in accordance with Appendix A, Section 8.I of DIR Contract No. DIR-TSO-3041. Additional charges incurred by Customer during the billing period in excess of the Minimum Fees (i.e., additional image charges and overtime charges as set forth herein) will be billed in arrears. Payment shall be in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-TSO-3041.

17. Termination of Services. Termination shall be handled in accordance with Appendix A, Section 11.B of DIR Contract No. DIR-TSO-3041.

18. Confidentiality. To the extent authorized by the Texas Public Information Act, Ricoh recognizes that it must perform the

Services in a manner that protects any information of Customer or its clients that Customer has clearly identified to Ricoh as being confidential (such information hereafter referred to collectively as "Customer Confidential Information") that may be disclosed to Ricoh hereunder from improper use or disclosure. Ricoh agrees to treat Customer Confidential Information on a confidential basis. To the extent authorized by the Texas Public Information Act, Ricoh further agrees that it will not disclose any Customer Confidential Information without Customer's prior written consent to any third party except to authorized representatives of Customer or to employees or subcontractors of Ricoh who have a need to access such Customer Confidential Information to perform the Services contemplated hereunder. Customer Confidential Information shall not include (i) information which at the time of disclosure is in the public domain, (ii) information which, after disclosure becomes part of the public domain by publication or otherwise through no fault of Ricoh, (iii) information which can be established to have been independently developed and so documented by Ricoh or obtained by Ricoh from any person not in breach of any confidential obligations to Customer or (iv) information that is required to be disclosed pursuant to the Texas Public Information Act. The terms of this Agreement shall not be considered to be Customer Confidential Information. If desired, Customer may engage Ricoh to perform services related to the removal, deletion, preservation, maintenance or other safeguarding of information, images or content retained by, in, or on any item of equipment serviced by Ricoh, through a digital storage device, hard drive or similar electronic medium ("Data Management Services") according to Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041 and Ricoh hereby certifies that any Ricoh multi-functional printers and printer used by Ricoh as Ricoh-Provided Non-Leased Equipment in connection with the Services includes Data Overwrite Security System ("DOSS") which has the capability to overwrite Customer information. Notwithstanding anything in this Agreement to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer.

19. 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-TSO-3041. Upon request, each party agrees to deliver the other evidence of such insurance coverage.

20. Indemnification. Indemnification shall be in accordance with Appendix A, Section 10.A of DIR Contract No. DIR-TSO-3041.

21. Limitations. Limitation of Liability shall be in accordance with Appendix A, Section 10.K of DIR Contract No. DIR-TSO-3041. Force Majeure shall be handled in accordance with Appendix A, Section 11.C of DIR Contract No. DIR-TSO-3041.

22. Assignment. Assignment will be handled in accordance with Appendix A, Section 4.D of DIR Contract No. DIR-TSO-3041.

23. Governing Law. This Agreement and any United States Service Order shall be governed by the laws of the State of Texas. Venue shall be the State Courts of Travis County, Texas. Nothing herein shall be construed to waive the state's sovereign immunity. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

24. Out of Scope Services. Notwithstanding anything to the contrary set forth herein or in any Schedule or Exhibit hereto or any current or future course of dealing between the parties, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT DO NOT INCLUDE, AND RICOH SHALL HAVE NO OBLIGATION TO PROVIDE, OR ANY LIABILITY FOR, ANY OUT OF SCOPE SERVICES. SIMILARLY, THE FEES PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DO NOT CONTEMPLATE THE PROVISION OF ANY OUT OF SCOPE SERVICES. For this purpose, the term "Out of Scope Services" shall include by way of illustration and not to be limited to any and all of the following: the operation or maintenance of any heavy equipment or machinery, including forklifts and stackers; the use or operation of any non-Ricoh vehicles; the handling or delivery of cash, checks, securities or negotiable instruments; security services, including x-ray, screening, guard or similar security measures; catering services; the leasing of real estate; chauffer, limo or shuttle services; and the handling or delivery of explosives, drugs, chemicals, hazardous wastes, biological materials, medical supplies, medical wastes, food items, organic and other perishables. In the event that Customer desires to obtain any Out of Scope Services, Customer should contact its Ricoh account executive to discuss available solutions for such services.

25. Miscellaneous. The parties agree that DIR Contract No. DIR-TSO-3041 and the terms and conditions contained in this Agreement and in each Service Order hereto make up the entire agreement between them regarding the Services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. Any purchase order or other ordering documents issued by Customer at any time for any reason will not modify or affect this Agreement or any Service Order hereto, nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the Services ordered. Except as otherwise expressly set forth herein, any change in any of the terms and conditions of this Agreement or any Service Order must be in writing and signed by both parties. 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 or this Agreement is held to be invalid or unenforceable, it shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. All notices will be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-3041. If more than one Customer has signed this Agreement, each such Customer agrees that its liability is joint and several. If Customer has signed this Agreement on behalf of any of its subsidiaries or affiliates, Customer shall remain liable for the obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of _____, 20__.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

RICOH USA, INC.

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1 TO SERVICE AGREEMENT

SERVICE ORDER FORM

Exhibits to Service Order Form:

Exhibit A – Service Agreement-Services, Personnel and Fees

Exhibit B – Service Agreement -Equipment

MANAGED PRINT SERVICES RIDER

SEE ATTACHED.



APPENDIX G TO DIR CONTRACT NO. DIR-TSO-3041

SERVICE ORDER FORM

Order Number: _____

Customer Name: _____ **Customer Location:** _____

This Service Order shall have a (____) month term (“Initial Term”) for performance unless earlier terminated as expressly provided under Appendix A, Section 11.B of DIR Contract No. DIR-TSO-3041. Thereafter, in the event that DIR Contract No. DIR-TSO-3041 is active, this Service Order may be renewed for annually up to three (3) one (1) year periods, (each a “Renewal Term”) at the rates specified in accordance to Appendix C of DIR Contract No. DIR-TSO-3041, unless terminated by Customer upon thirty (30) days prior written notice before the end of the Initial Term or Renewal Term, as applicable. This Service Order is made pursuant to the Service Agreement dated as of the ___ day of _____, 20__ (“Agreement”). All terms and conditions of DIR Contract No. DIR-TSO-3041 and the Agreement are incorporated into this Service Order and made a part hereof. It is the intent of the parties that this Service Order be separately enforceable as a complete and independent agreement, independent of all other Service Orders made as part of this Agreement. In the event of conflict DIR Contract No. DIR-TSO-3041 shall prevail. This Service Order consists of this page, together with the following Exhibits, which shall apply only to the engagement contemplated by this Service Order.

Exhibit A – Services, Personnel and Fees

Exhibit B – Equipment

SERVICE RIDERS

Managed Print Services Rider

IN WITNESS WHEREOF, the parties have executed this Service Order to the above mentioned Service Agreement as of the _____ day of _____, 20__.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

RICOH USA, INC.

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX G TO DIR CONTRACT NO. DIR-TSO-3041
EXHIBIT A TO SERVICE ORDER
SERVICE AGREEMENT-SERVICES, PERSONNEL AND FEES

Ricoh agrees to provide the following Services for the base Minimum Fee: \$_____

SERVICES

- Managed Services**
 - Copy/Print Services Hours of Operation: _____
 - Mail Services Hours of Operation: _____
 - Courier Services Hours of Operation: _____
 - Receptionist Services Hours of Operation: _____
 - Imaging Services Hours of Operation: _____
 - Records Management Services Hours of Operation: _____
 - Business Information Services Hours of Operation: _____
 - Other: _____ Hours of Operation: _____

- Managed Print Services**
 - Fleet Management Services
 - Print Policy Governance
 - Consumables Management Services
 - Multi-vendor Management
 - Intelligent Device Monitoring
 - @Remote Enterprise Pro

- Technical Services**
 Ricoh will provide the following Services to Customer pursuant to a Ricoh Statement of Work:
 - Project Management
 - Change Management Consulting
 - Document Workflow Consulting
 - Technical Services Engineering Block of Hours
 - Other: _____

- TRAC Solution™**
 Basic Services (Included):
 - Convenience Devices (up to 100 units)
 - Copy
 - Mail
 - Directory
 Enhanced Services (Optional):
 - Space \$_____
 - Visitor \$_____
 - Conference Room Management \$_____
 - Supplies \$_____
 - Fleet \$_____
 - Production Management \$_____

- Equipment Repair and Maintenance; Software Support**
 - Equipment Repair and Maintenance Services (Serviced Equipment listed in Exhibit B)
 - Software Support

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

CENTER

Ricoh will provide the Services at the following Customer location:

RICOH PERSONNEL

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

- Full-time
- Part-time

RICOH ADDITIONAL STAFFING

Additional staffing may be requested when scheduled forty-eight (48) hours in advance. Such additional staffing is provided on an as-available basis for weekday shifts. There is a four (4) hour minimum required for this service. Rates for such additional staffing will be mutually agreed upon by the parties in advance of the Services being provided or in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041.

Longer-term full-time and part-time staffing may be added via an amendment to this Service Order. Additional rates for longer-term additional staffing will be in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041 or agreed upon in advance of commencement of such Services by way of an amendment to this Service Order. Full-time headcount is considered forty (40) hours per week for an assignment in excess of a month; part-time headcount is considered twenty (20) hours per week for assignments in excess of a month.

HOURS OF OPERATION AND HOLIDAYS

Ricoh will provide the Services during normal business hours which, unless otherwise specified herein, will be 8:00 a.m. to 5:00 p.m. local time, Monday through Friday excluding public holidays and 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 (“**Normal Business Hours**”).

SERVICE LEVELS

JOB ACCURACY

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

ON TIME JOB COMPLETION

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

MAILROOM SERVICES

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

EQUIPMENT

QUARTERLY AVERAGE RESPONSE TIME

Ricoh service technicians will meet a quarterly average response time of four (4) hours for all Customer service calls located within thirty (30) miles of an Ricoh service center and eight (8) hours for all Customer service calls located thirty-one (31) miles or greater from an Ricoh service center.

UPTIME

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

In the case of an element of the above Service Levels not being achieved a resolution or remedy process is to be engaged. A resolution or remedy will be documented by a corrective action plan tied to an agreed upon timeline to bring the Services within targeted standards within thirty (30) day timeframe. The remedy may require service delivery correction actions, the addition of incremental capacity, modification to service process due to changes in facilities logistics and environment.

SERVICE LEVEL	Maintenance		Consumables		Additional Supplies	
	Parts	Labor	Toner, Ink*	Preventative Maintenance Kits	Staples	Paper
Gold	YES	YES	YES	YES	YES	No

MINIMUM FEES

As part of the Minimum Fee listed above and in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041, Customer is entitled to use the number of monthly Base Images specified below:

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

SEPARATE FROM AND IN ADDITION TO THE MINIMUM FEES LISTED ABOVE, CUSTOMER WILL BE CHARGED:

- **Overages:** Customer shall pay for black & white and color images monthly over the number of Base Images indicated in the table above at the Overage Rate specified above in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041. The charge for overages is calculated by multiplying the number of images in excess of the number of Base Images by the applicable Overage Rate.
- **Overtime:** When Customer workload requires the Services to be provided by any Personnel in excess of an eight (8) hour workday, during or beyond Normal Business Hours, Ricoh will provide pre-approved overtime Services and will invoice Customer for such overtime. Overtime will be charged based on the job description of such Ricoh Personnel, in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041, with a four (4) hour per Personnel minimum overtime shift when the overtime is not directly adjacent to Normal Business Hours.
- **Equipment Moves:** Customer shall pay Ricoh to move Serviced Equipment in accordance to Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3041.
- **Freight, Delivery, and Mailing Costs:** Customer shall pay all postage/ mailing expenses (meter rentals), any reasonable fuel surcharges assessed from time to time and as mutually agreed upon, courier and/or carrier fees directly as deemed necessary to provide the Services. Ricoh shall not bear or be responsible for any costs related to Customer's freight, delivery and/or mail costs and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

TRAC Solution®. The TRAC (Trend, Reporting, Analysis and Communication) Solution is a web-based application and repository hosted by a third party application service provider (ASP) that is designed to enable centralized monitoring, tracking and management of the Equipment and Services provided under the Service Order. During the term of the Service Order and provided Customer is not in default, Customer shall be entitled to receive access to the basic services and, at its election, may elect to subscribe for enhanced services at additional costs. To access and use the TRAC Solution, Customer shall be entitled to receive a confidential password, for which Customer shall assume responsibility to secure. Customer acknowledges that the information or data contained in any report or other document generated through the TRAC Solution that utilizes or incorporates Customer provided information is dependent upon the accuracy and completeness of such information. Ricoh shall not be responsible for any such inaccuracies, error or omissions resulting therefrom. Customer further acknowledges that the TRAC Solution is a proprietary solution to Ricoh and/or its third party ASP and that use and access shall be limited to internal business purposes only. Ricoh acknowledges that Customer shall be entitled to retain any proprietary rights it may have in the information provided to the TRAC Solution and the content of any reports generated therefrom, provided, however, that Ricoh may access the data contained in TRAC Solution and/or the reports generated from the TRAC Solution so that Ricoh can provide the Services required hereunder. If Customer terminates the Services provided by Personnel under the Service Order, Customer's access to any TRAC Services shall also be terminated. Customer must comply with the TRAC Solution subscription agreement located at <http://downloads.iofficecorp.com/servlet/servlet.FileDownload?file=015A0000002JLPI> the terms of which are incorporated herein by reference.

**APPENDIX G TO DIR CONTRACT NO. DIR-TSO-3041
EXHIBIT B TO SERVICE ORDER
SERVICE AGREEMENT - EQUIPMENT**

Ricoh-Provided Non-leased Equipment:

MAKE MODEL

- () Phone(s) & Pagers
- () Hand-held radio(s)
- () Personal computer w/printer (as needed for Ricoh administrative requirements)

Customer-Provided Equipment:

MAKE MODEL

Ricoh shall provide Services for the following:

Serviced Equipment*: (List all items of Equipment for which Ricoh Services are to be provided under this Service Order)

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

APPENDIX G TO DIR CONTRACT NO. DIR-TSO-3041
SERVICE RIDER TO SERVICE ORDER
MANAGED PRINT SERVICES RIDER

This Managed Print Services Rider is included as part of the Service Order, and the following terms and conditions shall apply to the Service Order:

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

- 1. Equipment Installation Management.** For any Equipment (as set forth in the Service Order) that is to be installed at Customer locations during the term of this Service Order, Ricoh will work with Customer to mutually develop an Implementation Plan, which may be set forth in a Statement of Work. The Implementation Plan will set forth the objectives, metrics, requirements and expected timeline of the Equipment Delivery, Installation and Configuration Services, along with the implementation and commencement of any other Services under this Service Order. Ricoh will provide a Single Point of Contact to meet with Customer on a regular basis (as mutually determined by Ricoh and Customer) to report of the progress of the Implementation Plan along with any necessary changes or support requirements.
- 2. Equipment Asset Management Services.** Ricoh will perform an initial equipment inventory of all Customer equipment to determine what equipment is covered by the Service Order and will update the Exhibit B to the Service Order to reflect any additional equipment located during such inventory. Any equipment located during such inventory will be Equipment under the Service Order, except as expressly set forth in writing by Customer. After the initial equipment inventory, Ricoh will continue to maintain and update the TRAC Asset Management Database to include the asset tag and agreed upon equipment information (including model, serial number and equipment location) for all Equipment.
- 3. Install, Move, Add, Change and Dispose ("IMAC-D") Services.** Ricoh will record Equipment IMAC-D data for any such actions with respect to the Equipment taken by Ricoh as part of the Services. For any IMAC-D actions with respect to the Equipment taken by Customer or any third-party vendor, Customer will provide such data to Ricoh as is reasonably requested by Ricoh, and Ricoh will record such data to the extent such data is provided to Ricoh by Customer or such third-party vendor, as applicable. Ricoh will provide access to such IMAC-D data to Customer in periodic reports and upon Customer's request. Except as otherwise agreed in writing, the removal and disposal of any Customer-Provided Equipment will be at Customer's sole expense and Ricoh shall have no obligation to remove or dispose of any such equipment.
- 4. Service Level Management.** Ricoh will monitor and record any service calls on the Equipment, along with the Equipment's uptime and service call response times, to help ensure that Ricoh and any third-party vendors are performing the Services in a manner that is designed to meet or exceed the agreed upon Service Levels as set forth in the Service Order and in Appendix H, Service Level Agreement to DIR Contract No. DIR-TSO-3041 or in any service contract with such third-party vendors. Ricoh will make Service Level compliance data available to Customer in periodic reports and upon Customer's request.
- 5. Management Information Reporting.** On a regularly scheduled basis, as mutually determined by Ricoh and Customer, Ricoh will provide reports to Customer. Ricoh and Customer will mutually determine what information is to be included in the reports, the format of the reports, and who will require access to such reports.
- 6. Equipment Training Services.** Ricoh will provide basic operator training on the Equipment and the Ricoh MDS tools and processes provided under the Service Order as mutually determined by Ricoh and Customer. Such training will be delivered through various methods, which may include in-person training, webinar training and recorded video or screencast sessions.

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

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

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

E. @Remote Enterprise Pro. @Remote Enterprise Pro is a locally installed server-based software for monitoring and managing networked Ricoh manufactured equipment. @Remote Enterprise Pro may allow Ricoh to remotely collect meter reads, install print drivers, and receive real-time Ricoh manufactured equipment status including paper, toner, configuration and early warnings such as "Low Toner" or "Almost out of Paper" and to automatically direct those alerts to Personnel, depending on what options are selected by Ricoh and Customer. @Remote Enterprise Pro cannot and

does not collect Customer document content or user information. Customer must comply with the @Remote Enterprise Pro license agreement that ships with the product.

End of Appendix G