

Appendix D-1 to DIR Contract No. DIR-SDD-1674

RICOH

**SERVICES AGREEMENT
WITH
*CUSTOMER NAME***

**Ricoh Americas Corporation
5 Dedrick Place
West Caldwell, NJ 07006**

SERVICES AGREEMENT

This Services Agreement ("Agreement"), made as of this ___ day of _____, 201_ (the "Effective Date"), sets forth the terms and conditions upon which _____, a _____ corporation with offices at _____, _____ ("Customer") and **Ricoh Americas Corporation**, a Delaware corporation with offices at 5 Dedrick Place, West Caldwell, New Jersey 07006 ("Ricoh"), have agreed that Customer (as hereafter defined) may through the execution of Orders (as hereafter defined) acquire Products (as hereafter defined) from Ricoh on the terms and conditions set forth in this Agreement.

IN CONSIDERATION of the mutual covenants and undertakings contained herein, and intending to be legally bound, Ricoh and Customer hereby agree as follows.

1. Definitions.

1.1 **Specific Words or Phrases.** For purposes of this Agreement, each word or phrase listed below shall have the meaning designated. Other words or phrases used in this Agreement may be defined in the context in which they are used, and shall have the respective meaning there designated.

(a) **"Control" or "Controls" or "Controlled"** when used with respect to a Customer Company, means the power, whether directly or indirectly (by ownership of stock, share capital, the possession of voting power, contract or otherwise), to appoint and/or remove the majority of the members of the governing body of such Customer, or otherwise exercise control over such entity's affairs and policies.

(b) **"Customer"** means, for the general purposes of this Agreement, the entity designated above as "Customer". However, for the particular purposes of any agreement that arises as a result of an Order, reference to "Customer" shall be construed solely as a reference to the specific entity that executes that particular Order.

(c) **"Designated Servicer"** means a third-party entity which may be a Ricoh affiliate, or an independent dealer or distributor of Ricoh or an entity having a business relationship with Ricoh and to which Ricoh may subcontract some of its obligations for the performance of all or any portion of this Agreement or an Order.

(d) **"Documentation"** means all documents and materials (in any language, format or medium) that are supplied by Ricoh to its commercial customers to aid in the use and operation of the Products, and all modifications to such documents or materials that are made by or on behalf of Ricoh from time to time, including: (i) functional, technical and performance information; (ii) installation, configuration, administration, operation and maintenance procedures and instructions; and (iii) training guides and user manuals.

(e) **"Equipment"** means the machines, accessories and options supplied by Ricoh to Customer as set forth in the attached Schedule A.

(f) **"Intellectual Property Rights"** means those rights arising from patents, trademarks, service marks, and copyrights.

(g) **"Maintenance Services"** consists of the support and maintenance services to be provided by Ricoh or a Designated Servicer in accordance with the requirements set forth in Section 5 or Exhibit 2 of this Agreement.

(h) **"Order"** means a transactional document in the form(s) attached to this Agreement as Exhibits 1, 2 and 3 inclusive, which is used for the acquisition of Products by Customer from Ricoh or a Designated Servicer.

(i) **"Products"** means and includes the Equipment, Software and Maintenance Services made available to Customer under this Agreement.

(j) **"Technical Services"** means and includes such other and further services that may be provided by Ricoh to Customer, including, but not limited to, Facilities Management Services, Managed Print Services, Network Management Services, Processing Services or other services which shall be provided to Customer pursuant to the terms of a On-Site Services Agreement substantially in the form attached hereto as Exhibit 3 and one or more Statements of Work.

(k) **"Software"** means the standard operating and supervisory software integrated in the Equipment, together with any application software that is not otherwise covered by a separate license agreement, wherever resident and/or whatever media.

(lm) **"Specifications"** means and includes: (i) the standard published specifications for the Products; and (ii) any additional description of the functional, technical, design and performance characteristics of the Products provided by Ricoh or a Designated Servicer to Customer.

(m) **"Statement of Work"** means one or more agreements between Ricoh and Customer which describes the Technical Services to be provided by Ricoh under or pursuant to a Services Agreement and which shall be attached as an Exhibit to such Services Agreement.

GENERAL TERMS AND CONDITIONS

2. **Acceptance.** This Agreement establishes the general terms and conditions under which Customer may, from time to time, acquire Products from Ricoh. This Agreement does not in and of itself constitute any agreement to purchase and/or license any Products, but sets forth the terms and conditions which are incorporated by reference into any Order for Products. Neither this Agreement nor any specific Order shall be valid unless signed by a duly authorized representative of Customer and accepted in writing by a duly authorized representative of Ricoh. This shall be the sole and exclusive manner of acceptance.

3. **Orders.** Customer may acquire the Products from Ricoh by executing and delivering to Ricoh an Order for acceptance. Purchases of Equipment or supplies shall be subject to the Order Agreement, Terms and Conditions of Purchase, attached hereto as Exhibit 1. Maintenance Services for Products shall be provided by Ricoh pursuant to the Terms and Conditions for Maintenance Services in the form attached hereto as Exhibit 2 and such terms and conditions shall take precedence over the terms and conditions of this Agreement. At any time during the term hereof, a Services Agreement and one or more Statements of Work for Technical Services may be entered into between Customer and Ricoh. The Statement of Work shall describe the Technical Services to be performed by Ricoh pursuant to the applicable terms and conditions and prices of the Services Agreement.

With respect to any Order:

(a) Ricoh reserves the right to conduct such credit investigations and inquiries as deemed necessary and appropriate as a prior condition of acceptance of any Order and to reject any Order where the results of such investigation are unsatisfactory in the sole discretion of Ricoh.

(b) Ricoh shall be permitted to subcontract or transfer the performance of all or a portion of its maintenance obligations to a Designated Servicer in Ricoh's discretion.

(c) The printed terms of any Customer purchase order, purchase order confirmation or invoice issued by Ricoh or Customer with respect to any Order is solely for the internal and administrative purposes of the parties in connection with this Agreement. Other than the line items that serve to identify the Products, or to confirm their ordering, or to establish dates of delivery or performance, or the prices to be paid (in all cases not to be inconsistent with any other terms of this Agreement), no other terms of any of these documents shall modify or become part of this Agreement or become binding on either party under any circumstances.

4. **Integration.** The terms of this Agreement shall be incorporated by reference into any Order; provided, however, that to the extent that there is any conflict between the terms of any Order and the terms of this Agreement, the terms of the Order shall control.

5. **Maintenance Services.** Ricoh shall make maintenance services available to Customer for Equipment (provided the Equipment was new when it was installed) and Software for a period of at least five (5) years from the date of installation of such Equipment.

6. **Pricing and Charges/Payment Terms.**

(a) **Equipment.** Pricing shall be in accordance with Appendix C of DIR Contract No. DIR-SDD-1674. In the event a model of Equipment is discontinued during the term hereof, any successor model with the same specifications, capabilities and features as the model of Equipment discontinued, shall have similar discount levels or pricing. In case a successor model has additional features and/or improved capabilities or specifications, the pricing of such successor model shall be subject to the written agreement of the Customer and Ricoh.

(b) **Maintenance Services.** Pricing for Maintenance Services may be adjusted by Ricoh on or after each one-year anniversary of the Effective Date in an amount not to exceed ten percent (10%). Charges for Technical Services performed pursuant to a Master Services Agreement shall be set out in the Statement of Work.

(c) **Terms.** Payment shall be in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-1674.

7. **Taxes.** Customer shall be responsible for all present and future taxes and other governmental charges, or any increases therein (including, without limitation, sales, use, lease, personal property, stamp taxes, license, and registrations) and amounts in lieu of such taxes and charges and any penalties or interest on any of the foregoing, imposed, levied upon, in connection with, or as a result of the purchase, ownership, delivery, possession or use of the Equipment, or based upon or measured by the payments made with respect to this Agreement or any Order hereunder, with the exception of any taxes on or measured by Ricoh's net income. Customer authorizes Ricoh to add the amount of any such taxes to each payment to be made under any Order or this Agreement. As per Section 151.309, Texas Tax Code, Government Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Government Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

8. **Limited Warranties.**

(a) **Authority and Non-Infringement.** Ricoh represents and warrants to Customer that Ricoh has all rights and authority required to enter into this Agreement and/or any Order hereunder, to convey to Customer good, clear and marketable title to the Equipment, license rights for the Software, and to perform the Maintenance Services and Technical Services contemplated by this Agreement and/or any Statement of Work hereunder, free from all liens, claims, encumbrances, security interests and any other restrictions. Subject to the applicable terms and conditions of this Agreement and Order, so long as all of its obligations are satisfied, Customer will be entitled to possess the Products and to use and enjoy the benefit of all Products without adverse interruption or disturbance by Ricoh or any entity asserting a claim of ownership under or through Ricoh. Ricoh further represents and warrants that the Equipment and all other materials of whatever nature furnished under this Agreement, and the use thereof by Customer in accordance with the terms and conditions of this Agreement, will not infringe, misappropriate or violate the Intellectual Property Rights of any third party, or violate the laws, regulations or orders of any governmental or judicial authority.

(b) **Replacement Parts.** Ricoh warrants to Customer that all replacement parts shall equal or exceed the original manufacturer's specifications for such parts. Title to any replacement parts shall vest in the owner of the Equipment at the time of installation, at which time title to the parts so replaced shall revert to Ricoh. Ricoh represents and warrants that for a minimum period of five (5) years from the date of installation of new Equipment, Ricoh will manufacture or procure replacement parts for each Product acquired hereunder. Without prejudice to any other rights and remedies available to Customer under this Agreement, in the event Ricoh cannot procure replacement parts in accordance with this Section, Ricoh

will replace the Equipment needing servicing with Equipment of substantially similar specifications at no additional cost to Customer. Such Equipment may be new or refurbished equipment in Ricoh's sole discretion.

(c) Availability of Maintenance Services. Ricoh warrants to Customer that for a minimum period of five (5) years after installation, Ricoh will make continuous maintenance services available to Customer provided such Equipment was new when installed.

(d) Material and Workmanship. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Equipment (i) will be in good working order and substantially conform to the applicable Specifications, (ii) will be free from any defects in material and workmanship, and (iii) that the Maintenance Services and Warranty Services shall be performed in a workmanlike manner. In addition, Ricoh will (at no additional charge) make available engineering changes or Software updates that are generally released by Ricoh during the term that Maintenance Services are being provided. If during such ninety (90) day period Ricoh receives notice as set forth above that the Product fails to operate in substantial conformity to the Specifications or that the Maintenance Services or Technical Services were not performed in a workmanlike manner, Ricoh will (at no additional charge) furnish all materials and make all adjustments, repairs, and replacements required to correct the defect.

The foregoing warranty shall not apply in the event (i) the Product is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh or a Designated Servicer, (ii) the Product is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Equipment, or (iv) the Equipment is relocated to any place where Ricoh or Ricoh authorized services are not available.

(e) **THE FOREGOING LIMITED WARRANTIES DO NOT APPLY TO CONSUMABLE PARTS INCLUDING, BUT NOT LIMITED TO, DRUMS, CLEANING BRUSHES, FILTERS, HEAT AND OILER TUBES, PRESSURE PADS, LAMPS LENSES, FUSES, PAPER AND TONER. THE WARRANTIES EXPRESSED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON CONFORMITIES IN THE MANNER PROVIDED ABOVE SHALL CONSTITUTE FULFILLMENT OF ALL OBLIGATIONS OF RICOH WITH RESPECT TO OR ARISING OUT OF THE EQUIPMENT, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE.**

9. Intellectual Property Rights. Upon termination or expiration of an Order or the right of Customer to use and possess the Equipment, for any reason, all rights of Customer to the Software and all changes, modifications, customizations, or improvements made or developed with regard to the Software, granted under this Agreement shall terminate and immediately revert to Ricoh, and Customer shall return to Ricoh the Software and all copies and portions thereof and remove the Software from its computers and its computer systems. Customer acknowledges and agrees that the Software is Ricoh's property, is protected by copyright, trade secrets and trademark law, and contains valuable confidential, unpublished information developed or acquired by Ricoh at great expense. The Software, product names and other Ricoh materials and documentation, if any, are either patented, copyrighted, trademarked or otherwise proprietary to Ricoh. Customer agrees not to remove any such notices and product identification.

10. Assignment. Assignment shall be in accordance with Section 4D of Appendix A, DIR Contract No. DIR-SDD-1674.

11. Limitation of Liability. Limitation of Liability shall be in accordance with Section 9K of Appendix A, DIR Contract No. DIR-SDD-1674.

12. Force Majeure. Force Majeure shall be in accordance with Section 10C of Appendix A, DIR Contract No. DIR-SDD-1674.

13. Term and Termination.

(a) Term. This Agreement shall commence as of the Effective Date and shall remain in force for a period of _____ () years unless sooner terminated as provided for herein or by agreement of the

parties. Each Order shall only become effective when duly signed on behalf of the parties thereto, and shall continue in effect thereafter through the date of termination specified in accordance with the provisions of that Order.

- (b) Termination of Agreement. Termination shall be in accordance with Section 10B of Appendix A, DIR Contract No. DIR-SDD-1674.
- (c) Effect of Termination or Expiration on Agreement. Upon any termination or expiration of this Agreement:
 - (i) Unless Customer provides Ricoh written notice to the contrary as provided for in this Section, any unfulfilled Order or portion thereof for the purchase of Equipment or licensing Software shall automatically terminate with respect to that Equipment and Software for which delivery has not yet occurred and such Equipment and Software shall be made available by Customer for return to Ricoh. In the event Customer desires to maintain any outstanding Order for which delivery has not yet occurred notwithstanding the termination of this Agreement, Customer shall provide Ricoh written notice thereof no later than ten (10) days after the effective date of termination of this Agreement and Customer shall identify in such written notice the Orders Customer desires to maintain in effect.
 - (ii) Technical Services may be terminated only in accordance with the terms of the Master Services Agreement.
 - (iii) Termination of this Agreement shall not limit either party from pursuing any other remedies available to it by law or under this Agreement.

14. Indemnification/Infringement.

- (a) Indemnification shall be in accordance with Section 9A of Appendix A, DIR Contract No. DIR-SDD-1674.

15. Confidentiality.

- (a) To the extent authorized by the Texas Public Information Act, “Confidential Information” means and refers to all tangible or intangible information and materials, in any form or medium (and without regard to whether the information or materials are owned by Ricoh, Customer or by a third party), whether furnished or disclosed to either party, or otherwise obtained, accessed or observed, that satisfies at least one of the following criteria:

- (i) Information or materials related to a party or its affiliates or any of their respective customer’s business, trade secrets, customers (including, identities, characteristics and activities), business plans, strategies, forecasts or forecast assumptions, operations, methods of doing business, records, finances, assets, technology (including, software, databases, data processing or communications networking systems), data or information or materials that reveal research, technology, practices, procedures, processes, methodologies, know how, or other systems or controls by which a party’s products, services, applications, and methods of operations or doing business are developed, conducted or operated, and all information or materials derived therefrom or based thereon;
- (ii) Information or materials designated or identified as confidential by a party, whether by letter or by an appropriate proprietary stamp or legend, prior to or at the time such information or materials are disclosed;
- (iii) Information disclosed orally or visually, or written or other form of tangible information or materials without an appropriate letter, proprietary stamp or legend, if it would be apparent to a reasonable person, familiar with the business and the industry in which a party operates, that such information or materials are of a confidential or proprietary nature; or
- (iv) Any non-public, personal, financial or identifying information of an individual, including a party’s customers or employees.

- (b) Duty of Care. To the extent authorized by the Texas Public Information Act, during the term of this Agreement and for a period of three (3) years after expiration or termination of this Agreement, the party receiving (“Receiving Party”) Confidential Information of the other party (“Disclosing Party”) will

exercise at least the same degree of care with respect to the Disclosing Party's Confidential Information that the Receiving Party exercises to protect its own Confidential Information; and, at a minimum, the Receiving Party will maintain adequate security measures to safeguard the Disclosing Party's Confidential Information from unauthorized disclosure, access, use and misappropriation. Without limiting the generality of the foregoing, the Receiving Party will only use or reproduce the Disclosing Party's Confidential Information to the extent necessary to enable the Receiving Party to fulfill its obligations or exercise its rights under this Agreement. In addition, the Receiving Party will disclose the Disclosing Party's Confidential Information only to those of the Receiving Party's personnel or those of its affiliates and/or a Designated Servicer who have a "need to know" such Confidential Information (and only to the extent necessary) in order to fulfill the purposes contemplated by this Agreement. If the Receiving Party becomes aware of any threatened or actual unauthorized access to, use or disclosure of, or any inability to account for, the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party thereof and will assist the Disclosing Party with its efforts to terminate such access, to curtail such threatened or actual unauthorized use or disclosure, or to recover such information or materials. The Receiving Party will be liable to the Disclosing Party for any non-compliance by its agents or contractors to the same extent it would be liable for non-compliance by its employees.

(c) Exclusions. The obligations of confidentiality assumed under this Agreement shall not apply to the extent the Receiving Party can demonstrate that such information:

- (i) is or has become generally available to the public, without any breach by the Receiving Party of the provisions of this Agreement or any other applicable agreement between the parties;
- (ii) was rightfully in the possession of the Receiving Party, without confidentiality restrictions, prior to such party's receipt pursuant to this Agreement;
- (iii) was rightfully acquired by the Receiving Party from a third party who was entitled to disclose such information, without confidentiality or proprietary restrictions;
- (iv) was independently developed by the Receiving Party without using or referring to the Disclosing Party's Confidential Information;
- (v) is subject to a written agreement pursuant to which the Disclosing Party authorized the Receiving Party to disclose the subject information; or
- (vi) is required to be disclosed pursuant to the Texas Public Information Act.

(d) Legally Required Disclosures. The obligations of confidentiality assumed under this Agreement shall not apply to the extent that the Receiving Party is required to disclose the Disclosing Party's Confidential Information under any applicable law, regulation or an order from a court, regulatory agency or other governmental authority having competent jurisdiction, provided that the Receiving Party:

promptly notifies the Disclosing Party of the order in order to provide the Disclosing Party an opportunity to seek a protective order;

16. Software.

(a) Applicability. The provisions of this Section 16 shall apply to all Software provided by Ricoh to Customer. In the event a provision of any other Section of this Agreement conflicts with a provision of this Section 16, the provision of Section 16 shall control for issues relating to Software; provided, however, that to the extent Ricoh sublicenses or otherwise provides Software subject to third party rights, the terms of any third-party license shall control.

(b) Proprietary Rights to Software. As between Ricoh (or its licensor) and Customer, Ricoh shall be deemed to own the Intellectual Property Rights in or to the Software. Nothing contained in this Agreement, any Statement of Work or Order shall be construed to convey any ownership or proprietary rights and/or Intellectual Property Rights in or to the Software to Customer or to any person or entity claiming through Customer other than the license rights expressly set forth in this Agreement.

(c) License. The Software license granted by Ricoh pursuant to this Agreement shall, upon payment of any applicable license fee or purchase price, be a fully paid-up, non-exclusive, non-transferable license to use the Software in conjunction with (i) the Equipment in which the Software is initially installed or to which it relates, (ii) any replacements thereto, or (iii) any temporary back-up or substitute Equipment.

The Software license herein granted shall terminate at such time as Customer's right to use and possess the relevant Equipment shall have terminated or expired. Subject to restriction of rights to relocate

and transfer the relevant Equipment, Customer shall be entitled at no additional charge to transfer the Software with the relevant Equipment, (i) from one installation site to another, or (ii) from Customer to a third party provided that Customer has received the prior consent of Ricoh. Customer will provide Ricoh with any written notice that may be required prior to any such transfer. Each Software license also includes (as reasonably necessary or appropriate for its intended use and purpose) the right of Customer to access and use the Software in conjunction with the relevant Equipment in connection with any associated or interconnected networks, peripherals, equipment and devices.

(d) **Reproduction.** Customer may reproduce the Software within the scope of the applicable license (including, reproducing the Software for backup and archival purposes). All copies of the Software shall reproduce any copyright or other proprietary notices contained on the originals.

(e) **Restrictions.** Except to the extent authorized or permitted in this Agreement or by applicable law without the possibility of contractual waiver, Customer shall not reverse assemble, reverse engineer, reverse compile, seek to determine source code, or otherwise translate or modify in any way the Software.

(f) **Developed Works.** Subject to any existing third party rights (including the rights of Ricoh's licensors) all Intellectual Property Rights to software developments, customizations and solutions made by or on behalf of or with the assistance of Ricoh pursuant to this Agreement shall be exclusively vested in Ricoh, unless specifically otherwise agreed in a Statement of Work. Customer shall not exercise any ownership rights and shall execute such documents and take such other action as may be required to perfect Ricoh's rights.

17. Effect of Headings. The subject headings of the sections of this Agreement are included for purpose of convenience only, and shall not affect construction or interpretation of any of its provisions.

18. Waiver. The waiver of any breach or default under this Agreement by either party shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver or other breach or default. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of a claim or right unless the waiver or renunciation is in writing and signed by an officer of the aggrieved party.

19. Governing Law. This Agreement shall be construed in accordance with and governed by the substantive 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 sovereign immunity of the State of Texas.

20. Notices. Service of all notices required or permitted under this Agreement shall be sufficient, if given personally delivered or mailed to Customer at its address set forth herein or to Ricoh Americas Corporation at 5 Dedrick Place, West Caldwell, New Jersey 07006, Attn: Legal Department, or at such other address as such party may provide in writing to the other party from time to time. Any such notice shall be effective when deposited in the United States mail, duly and properly addressed, certified mail return receipt requested with postage prepaid or when personally delivered.

21. Severability. If any provision of this Agreement or any Order is held to be invalid, unconscionable or unenforceable, such invalidity, unconscionability or unenforceability shall not affect any other provisions or applications of this Agreement or the subject Order which can be given effect without the invalid, unconscionable or unenforceable provision or application, and to this end the provisions and/or applications of this Agreement or such Order declared to be invalid, unconscionable or unenforceable are severable, null and void, and of no legal force or effect.

22. Background Checks. If Customer is authorized by law to perform background checks on Ricoh's employees performing Services under this SOW in order to comply with applicable law, then it shall provide Ricoh with advance written notice of any such requirement before the commencement of work under this SOW.

23. Entire Agreement. This Agreement shall be comprised of this Agreement and the respective individual Order Agreements and Schedules, Exhibits and Statements of Work executed by Ricoh and Customer, and DIR Contract No. DIR-SDD-1674. DIR Contract No. DIR-SDD-1674 and this Agreement supersede all proposals, oral or written, and all other communications between the parties in relation to the subject matter of this Agreement. No other agreement or understanding exists between Ricoh and Customer except as expressly set forth in this writing. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form and that no "side

letter" or "side agreements" exist between the parties. To the extent any such "side letters" or "side agreements" have been entered into, or contemplated, same are hereby deemed unenforceable, null and void and of no legal effect. These terms and conditions shall prevail, notwithstanding any additional or different terms and conditions of any purchase Order issued by Customer in respect to the Products to be provided hereunder. This writing constitutes the final written expression of all the terms of this Agreement and it is a complete and exclusive statement of those terms. No variation or modification of this Agreement, whether by Customer purchase order or otherwise, and no waiver of any of the Agreement's provisions or conditions shall be binding unless in writing and signed by duly authorized agents of Ricoh and Customer. **Any and all representations, promises, warranties, or statements by Ricoh's agent, employee or representative that differ in any way from the terms of this written Agreement shall be given no force or effect.**

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Agreement as of the Effective Date.

RICOH AMERICAS CORPORATION

CUSTOMER NAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Exhibit 1

TERMS AND CONDITIONS FOR PURCHASE OF RICOH EQUIPMENT

Purchase of Equipment. Ricoh agrees to sell to Customer and Customer agrees to purchase from Ricoh the Equipment set forth on the first page hereof and any additional schedule attached thereto. Customer promises to pay Ricoh an amount equal to the purchase price which is set forth in this Order in accordance with the terms and conditions herein plus the cost established for maintenance of the Equipment. Customer authorizes Ricoh to insert in this Agreement the serial numbers of the Equipment when Ricoh so determines them.

Use of Purchase Orders. The terms of any purchase order issued by Customer shall not apply to purchases of Equipment hereunder. Product Prices, except as necessary to designate specific Equipment, quantities, delivery dates, and other similar terms that may vary from order to order, and the Agreement, to the extent applicable, shall be deemed incorporated in such purchase orders. The terms and conditions contained in any invoice, bill of lading, or other documents supplied by Ricoh are expressly rejected and superseded by this Agreement and shall not be included in any contract with Customer.

Payment Terms. Payment shall be in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-1674.



EXHIBIT 1

PURCHASE ORDER AGREEMENT TO THE RICOH SERVICES AGREEMENT

DATE: _____

This Order is subject to the terms and conditions of the Services Agreement dated: _____

SHIP TO				BILL TO			
Account Name:				Account Name:			
Sales Rep Name:				Sales Rep Name:			
Installer:				Order Taker:			
Address:				Address:			
Address:		St/Zip:		Address:		St/Zip:	
City:		County:		City:		County:	
Contact:				Contact:			
Phone/Fax:				Phone/Fax:			
email:				email:			
BILLING INFORMATION							
NSC CONTRACT #		BILLING PREFERENCE <input type="checkbox"/> SEPARATELY <input type="checkbox"/> SUMMARY		<input type="checkbox"/> MAINTENANCE BILLED BY <input type="checkbox"/> Dealer/Branch <input type="checkbox"/> Ricoh <input type="checkbox"/> Other			
DATE		BILL START		PO #		PO LIMIT	
				PO EXPIRE DATE			
SERVICE INFORMATION							
METER COLLECTION METHOD <input type="checkbox"/> Auto Fax <input type="checkbox"/> @Remote <input type="checkbox"/> Dealer/Branch		MTR FREQUENCY		BILL FREQUENCY		SERVICE	
<input type="checkbox"/> Ricoh Direct <input type="checkbox"/> Customer Provides <input type="checkbox"/> Call Customer							
All Payments are exclusive of sales and use tax		Tax Exempt <input type="checkbox"/> No <input type="checkbox"/> Yes (Attach Exempt Certificate by State)					
FULL MAINTENANCE							
<input type="checkbox"/> Monthly <input type="checkbox"/> Annual <input type="checkbox"/> Quarterly							
ID	PROD	DESCRIPTION	QTY	PRICE	UNIT	EXT.	
MESSAGE				SALES SUB TOTAL		SERVICE SUB TOTAL	
SUB TOTAL		TAXES		ORDER TOTAL		AMOUNT DUE	
In accordance with the Ricoh prices specified above, Customer agrees to purchase and Ricoh Americas Corporation agrees to sell and provide Ricoh and/or Accessories, Supplies & Full Maintenance as described above; pursuant to the terms and conditions of the Ricoh Services Agreement							
CUSTOMER				RICOH AMERICAS CORPORATION			
By: _____ (Please Print)				Signature: _____ (Sales Representative)			
Signature: _____				Signature: _____ (Accepted for Ricoh)			
Title: _____				Title: _____			
Date: _____				Date: _____			

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EXHIBIT 2

TERMS AND CONDITIONS FOR MAINTENANCE SERVICES

1. **MAINTENANCE SERVICES COVERAGE.** Ricoh shall provide to Customer Maintenance Services under an Order, during Ricoh business hours, Monday through Friday excluding Ricoh holidays (“Normal Business Hours”), as follows:

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Products in, or restore the covered Products to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new, reconditioned or used as determined by Ricoh in its discretion. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Products.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates, in the absence of provision in the Order for after-hours Maintenance Services.

(c) The Maintenance Services provided by Ricoh under this Agreement will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to the Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless otherwise agreed, consumable supplies such as toner, developer, paper, staples or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate Maintenance Agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by this Agreement and may subject Customer to a surcharge or to cancellation of this Agreement. In addition, Ricoh may terminate this Agreement if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) 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 Maintenance Charges.

2. **MAINTENANCE SERVICE CALLS.** Maintenance service calls under this Agreement will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. 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. **RECONDITIONING.** Rebuilding, reconditioning or major overhauls are not covered by this Agreement. In addition, if Ricoh, in its sole discretion, determines that a reconditioning is 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 this Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under this Agreement and refund any unused portion of the Maintenance Charges, or (b) refuse to renew this Agreement upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. **TERM.** This Agreement shall become effective on the date listed on the applicable Order and shall continue for a period of one (1) year (the "Initial Term"). Upon mutual written agreement of the parties, this Agreement may be renewed for consecutive one (1) year periods. The contracted rate for Maintenance Services may be adjusted as provided in the Services Agreement, which adjusted rate will be reflected in an increase on the renewal date. Pricing shall be in accordance with Appendix C of DIR Contract No. DIR-SDD-1674.

5. **MAINTENANCE CHARGES.**

(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in advance in accordance with the terms set forth in the Services Agreement or Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of this Agreement; (ii) if this Agreement includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies

6. **USE OF RICOH RECOMMENDED SUPPLIES.** Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate this Agreement. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of this Agreement that the Customer use only Ricoh brand supplies.

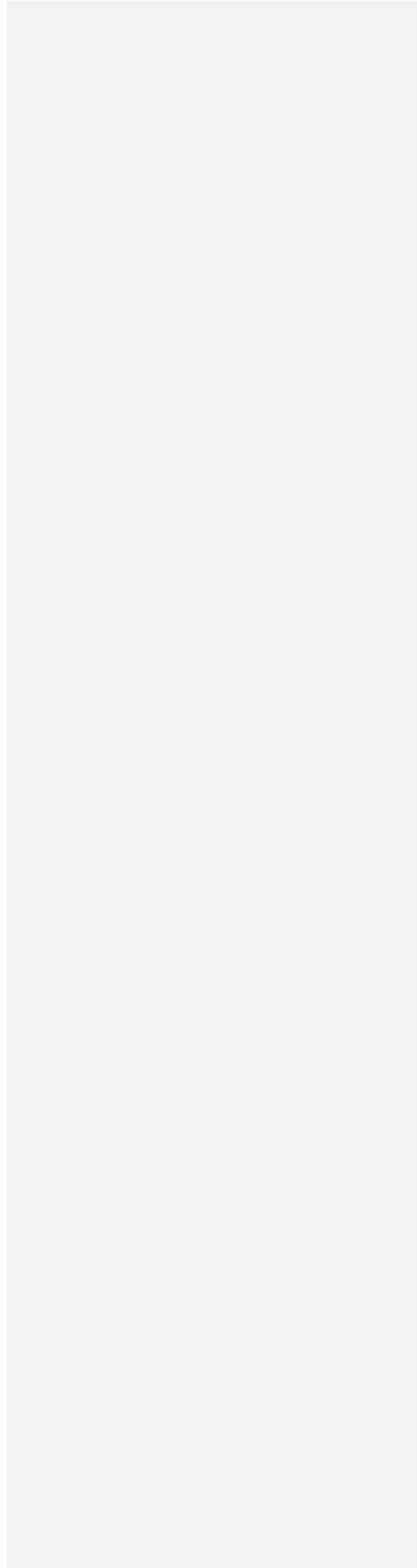
7. **METER READINGS.** Customer agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. **CUSTOMER OBLIGATIONS.** Customer agrees to provide a proper place for the use of the 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 maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs.

9. **WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO Ricoh HEREUNDER.**

10. **EARLY TERMINATION.** In order to terminate this Agreement prior to the expiration of the Initial Term or any renewal term, Customer (a) must not then be in default, (b) must give Ricoh 30 days prior written notice, and (c) pay to Ricoh, as an early termination charge, an amount equal to the lesser of 6 times the base monthly

Maintenance Charge or the number of months remaining under this Agreement.



RICOH

**EXHIBIT 3
ON-SITE SERVICE AGREEMENT**

Customer:
Full Legal Name: _____
Address: _____
City: _____ State: _____ Zip: _____

On-Site Service Agreement Number: _____

THIS ON-SITE SERVICE AGREEMENT ("OSA") is made by and between **RICOH AMERICAS CORPORATION** ("Ricoh"), with its principal place of business at 5 Dedrick Place, West Caldwell, New Jersey 07006 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 Statement of Work ("SOW") executed by Ricoh and Customer remains in effect. Any expiration or earlier termination of this OSA shall not be deemed to terminate, alter or otherwise modify the term of any SOW entered into by the parties, which SOW shall remain in effect in accordance with its terms.

1. Services. Ricoh and/or its subsidiary companies will provide Customer with the services more particularly described in the SOW(s) executed by the parties during the term of this OSA (collectively, "Services"). The Services shall be performed at the Customer location(s) (each a "Location") identified in a SOW. In the event of any conflict between the terms of this OSA and a SOW, the terms of the SOW shall prevail.

2. Personnel. Ricoh will provide the personnel as listed in a SOW ("Personnel") to perform Services and to operate at each Location. 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 OSA. 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). Ricoh reserves the right to hire temporary employees or subcontractors, if the circumstances require, in order to operate at any Location 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. If Customer is authorized by law to perform background checks on Ricoh's employees performing Services under this SOW in order to comply with applicable law, then it shall provide Ricoh with advance written notice of any such requirement before the commencement of work under this Agreement.

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 any 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 three (3) 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.

5. Space, Utilities and Office Supplies. (a) Customer will make available adequate space for operation and performance of the Services and will provide for the preparation of the designated space in its facility for the performance of Services, including any electrical work required for installation or operation of all equipment required under this Agreement. (b) Customer shall provide a proper place for the use of any Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh Personnel and representatives in connection with the maintenance and service of the Equipment within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment. Customer will designate a key operator or point of contact 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. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable SOW, all supplies for use with the Equipment will be provided by the Customer or covered by a supplies inclusive maintenance agreement and will be available "on site" for servicing. (c) Customer will maintain the designated space for the Locations 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. (d) 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. (e) 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 OSA, the applicable SOW or other default by Ricoh.

6. Ricoh Equipment: Non-Ricoh Equipment and Software. In addition to any Equipment sold to Customer under a Services Agreement with Ricoh ("Equipment"), Ricoh may provide additional administrative services in connection with equipment that is designated in an SOW as "Non-Ricoh-Provided Equipment" ("Non-Ricoh Equipment"). Delivery of the Equipment and the Non-Ricoh Equipment to the Location(s) shall not include system and/or network related installation or services unless agreed to in writing by Customer and Ricoh in the applicable SOW. If provided for in an SOW or an Order under the Master Agreement, all maintenance and repairs for the Non-Ricoh Equipment shall be provided by Ricoh, at its expense, during Normal Business Hours pursuant to the Terms and Conditions for Maintenance Services. All software provided by Ricoh pursuant to any SOW is licensed, not sold, and is subject to the terms of its respective End User License Agreement, with which Customer agrees to comply. Maintenance and Support for all software (e.g., help desk, bug fixes or updates) may require the payment of additional fees as set forth in the applicable SOW. If Ricoh has been engaged by Customer to install, implement, integrate, configure or maintain a third-party software program or application ("Third Party Software"), Customer acknowledges that Ricoh is not the owner or manufacturer of such Third Party Software, but instead has been retained by Customer solely to provide the services as specified in the SOW. Ricoh makes no representations or warranties whatsoever with respect to Third Party Software and Customer agrees that Ricoh will not be liable for any defects, errors, non-performance or malfunctions in any Third Party Software.

7. Customer Equipment. Customer shall provide the equipment designated in an SOW as "Customer-Provided Equipment" ("Customer Equipment"). Customer Equipment may also include any equipment for which Ricoh has agreed to pay a third party on behalf of Customer during the term of the applicable SOW and pass through such expense to Customer. 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 in an SOW incurred by Ricoh to move, at Customer's request, any Equipment, Non-Ricoh Equipment, or Customer Equipment from one location to another.

8. Warranties. (a) Ricoh will perform its Services (i) in accordance with the applicable manufacturer's specifications and (ii) to meet the Service Levels, if any, as defined in the SOW. 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 Location, 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 Location 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.

9. Use Of Recommended Supplies; Meter Readings. (a) In the event Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not compatible for use with any equipment or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable SOW with respect to such items of equipment. If so terminated, Customer will be offered service on a time-and-material basis. It is not a condition of this OSA that the Customer use only Ricoh-provided supplies.

(b) If Ricoh determines that Customer has used more than the manufacturer's recommended specifications for supplies provided by Ricoh, Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse additional supply shipments. Unless otherwise provided in the SOW, Ricoh reserves the right to assess freight and shipping charges for all parts and supply deliveries.

(c) 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 a 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 at Customer locations in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. 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. Separate fees may be charged for the use of Ricoh's automatic meter reading system.

10. Technical Services. In the event that Customer desires to order managed print, technical or similar services from Ricoh from time to time, it may do so by entering into an SOW. In addition to the terms and conditions of this OSA, the following terms shall apply to any SOW for Technical Services:

(a) Changes to the scope of the services described in any SOW 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 SOW, as applicable, or on a remote basis. In consideration of the services set forth in the

SOW, Customer shall pay Ricoh the fees in the amounts and at the rates set forth therein. Ricoh may suspend or terminate such services for non-payment.

(b) 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 SOW. Estimated delivery and/or service schedules contained in any SOW are non-binding estimates.

(c) Intellectual property rights arising from the Services provided under any SOW (including but not limited to all deliverables) shall remain the property of Ricoh. Nothing contained in any SOW or other writing 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 SOW or that may be independently developed by Ricoh outside the scope of the SOW and without use of any confidential or otherwise restricted material or information thereunder. Customer shall not use any services provided pursuant to a SOW for any unlawful purpose.

11. Basic Connectivity Services. If any software, system support or related connectivity services are set forth in a SOW, Ricoh shall provide any such services at the Location set forth in the SOW, 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 SOW, as applicable. Unless connectivity services are specifically identified in the SOW 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.

12. Fees and Charges. Pricing shall be in accordance with Appendix C of DIR Contract No. DIR-SDD-1674. Customer shall pay the minimum fees ("Minimum Fees") for the Services and the fees for any additional services as specified in an SOW. All rates and other charges provided for in this OSA are exclusive of all federal, state, municipal or other governmental excise, sales, use, personal property or similar taxes, which taxes (other than taxes relating to Ricoh's income) will be billed to Customer if required to be collected and remitted by Ricoh. As per Section 151.309, Texas Tax Code, Government Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Government Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Annually, on the anniversary date of this Agreement, Ricoh will increase the Minimum Fee and any rate expressly stated in any SOW for Personnel labor, overtime compensation, or cost per copy by ten percent (10%).

13. Invoicing. Ricoh shall invoice Customer in advance for the Minimum Fees and any other base recurring charges that may be agreed to by Ricoh and Customer in an SOW. Additional charges incurred by Customer during the billing period in excess of the Minimum Fees (i.e., additional image charges, overtime or other charges as set forth in an SOW) will be billed in arrears. Payment shall be in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-1674.

14. Termination of Services. Unless otherwise provided in the Services Agreement or the applicable SOW, upon ninety (90) days' prior written notice, either party may terminate any of the Services specified in an SOW, without cause. Upon termination of such Services, Customer shall: (i) permit Ricoh to remove from Customer's location any Equipment, Non-Ricoh Equipment and unused Ricoh-purchased supplies; (ii) pay to Ricoh all fees and charges incurred by Customer through the date of termination of the Services under the applicable SOW; and (iii) if applicable, resume payment of any amounts paid for by Ricoh during the term of this OSA on behalf of Customer. Additionally, should Customer opt to terminate Services that include Ricoh Personnel under any SOW, Customer shall: (i) pay to Ricoh, termination charges or fees as set forth in the applicable SOW (the "Termination Fee"); and (ii) be obligated for all maintenance costs of the Equipment and all Equipment supply costs (including toner, developer, and staples) as of the effective date of termination. If Customer cancels this Agreement pursuant to Sections 15 (ii) or (iii) below, Customer shall not be obligated to pay the Termination Fee.

15. Default. In addition to any other rights or remedies which either party may have under this OSA or at law or equity, either party shall have the right to cancel the Services provided under an SOW immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this OSA or the applicable SOW, and such failure or breach shall continue un-remedied for a period of sixty (60) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding.

16. Confidentiality. 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. 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, or (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. The terms of this Agreement shall not be considered to be Customer Confidential Information. As

between Customer and Ricoh, all Customer records, data and other information used, obtained, accessed, created or stored in connection with any SOW are and shall remain the sole property of Customer ("Customer Data"). Ricoh shall not copy or use the Customer Data except to carry out the Services. For the avoidance of doubt all Customer Data is confidential and the confidentiality provisions hereof shall apply. 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") at its then-current rates. Notwithstanding anything in this Agreement to the contrary, (i) Customer is responsible for ensuring its own compliance with any legal requirements, such as the Gramm-Leach-Bliley Act, the Sarbanes-Oxley Act and the Health Insurance Portability and Accountability Act (HIPAA), or laws 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.

17. 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 OCA. If Customer is a governmental entity, Ricoh agrees that Customer may self-insure to fulfill this requirement. Upon request, each party agrees to deliver the other evidence of such insurance coverage.

18. Indemnification. Indemnification shall be in accordance with Section 9A of Appendix A, DIR Contract No. DIR-SDD-1674.

19. Limitations.

19.1 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, DELIVERABLES, EQUIPMENT OR GOODS PROVIDED UNDER THIS OSA OR ANY SOW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Ricoh shall be excused from any delay or failure in performance of the Services under this OSA or any SOW for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control. THE AMOUNT OF ANY LIABILITY OF RICOH TO CUSTOMER OR ANY THIRD PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

19.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Assignment. Assignment shall be in accordance with Section 4D of Appendix A, DIR Contract No. DIR-SDD-1674.

21. Governing Law. This OSA and any SOW issued hereunder shall be governed by the laws of the State of Texas both as to interpretation and performance, without regard to its choice of law requirements. Venue shall be in the state courts of Travis County, Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas. This OSA may be executed in two or more counterparts, each of which shall be deemed to be an original.

22. Out of Scope Services. Notwithstanding anything to the contrary set forth herein or in any SOW 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.

23. Miscellaneous. The parties agree that the terms and conditions contained in DIR Contract No. DIR-SDD-1674 and this OSA and in each SOW 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 OSA or any SOW 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 OSA or any SOW 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 OSA. If any provision of this OSA is held to be invalid or unenforceable, this OSA shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the mail, addressed to the party receiving the notice at its address shown above (or to any other address specified by that party in writing).

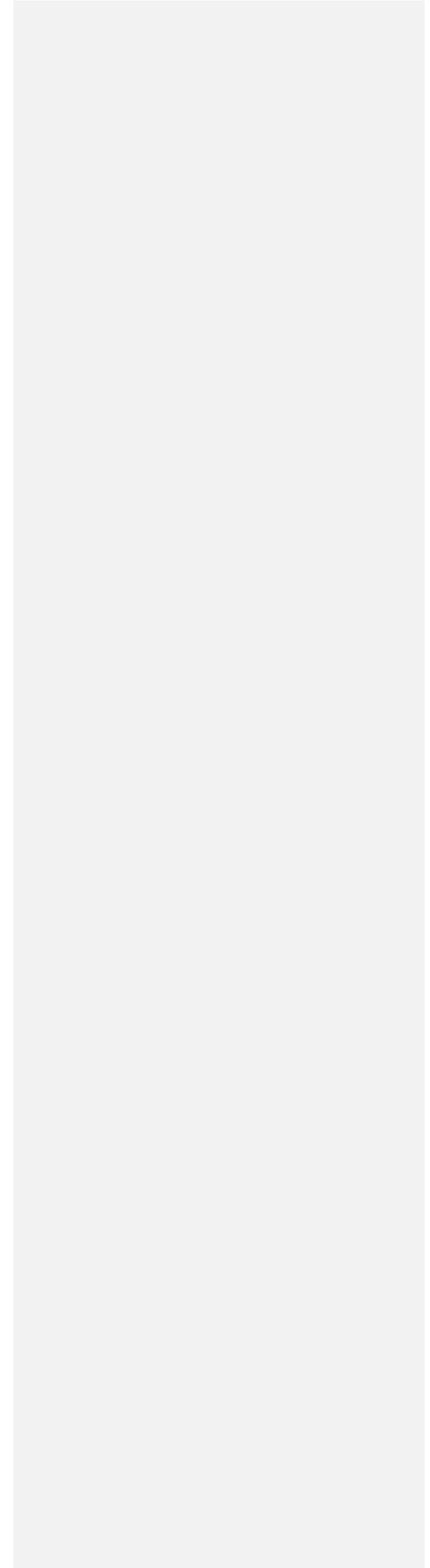
IN WITNESS WHEREOF, the parties have executed this On-Site Service Agreement as the date first above written.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH AMERICAS CORPORATION

By: _____
Name: _____
Title: _____
Date: _____



RICOH

**SCHEDULE A
PRODUCTS AND PRICING**

