



APPENDIX D-4 TO DIR CONTRACT NO. DIR-SDD-1674

STATEMENT OF WORK

<EDM Implementation>

Created for

<Client Name>

RICOH

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Introduction

Ricoh Americas Corporation (“Ricoh”) has prepared the following Statement of Work (“SOW”) to detail services for the **EDM Implementation** project (the “Project”) at [redacted] (“Customer”).

Ricoh has outlined the Project scope and costs for the Project. The service costs outlined in this document are based on Ricoh’s experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

Project Objective

The main objective of this project is to develop an imaging, data capture, and document management solution for the Customer’s documents. Systems and procedures will be set up to allow this Customer to: **NOTE: THESE ARE EXAMPLES ONLY. SOME OF THESE MAY OR MAY NOT APPLY. BULLETS MUST BE CUSTOMIZED TO THE PROJECT.**

- Scan back-file documents into a digital content management system.
- Scan day-forward documents into a digital content management system.
- Capture data and streamline the indexing and data entry process.
- Release captured data to the company database.
- Eliminate file cabinets and other storage space.
- Allow for instant retrieval of digital documents to authorized users anywhere on the network.
- Expedite the work process by incorporating a digital-document workflow.
- Reduce overall costs associated with paper document management.
- (Enter other Project Objectives here)
- (Enter other Project Objectives here)

Project Scope

Services included in the project scope

Upon receipt of authorization to proceed, the following functions and deliverables will be fulfilled within the scope of the project. See below under “Services Detail” for a complete description of these tasks.

1. Project Management
2. Discovery
3. Design
4. Planning
5. Implementation
6. Support

Services Excluded from the Project Scope

This Project does not cover the following functions or deliverables. **NOTE: THESE ARE EXAMPLES ONLY. SOME OF THESE MAY OR MAY NOT APPLY. BULLETS MUST BE CUSTOMIZED TO THE PROJECT.**

- Network sizing, capacity analysis, and performance considerations
- Advanced, automated workflow
- Custom coding or programming (except where specified below)
- Back-file conversion services (except where specified below)
- Integration of faxing
- Migration of existing images into (Document Management System)
- Development of document form types other than those discussed in preliminary analysis and approved during the Requirements Gathering portion of this Project

Customer Location

The following Customer location is included in the scope of this Project.

123 Main Street

Anywhere, USA 12345

Services Detail/Project Scope

The following are the services and tasks that Ricoh will provide in fulfillment of the defined deliverables (the “Services”) of this project described in this SOW. Ricoh shall provide the Services at the Customer location set forth herein or on a remote basis. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates. Customer acknowledges and agrees that all or a portion of the Services may be provided by Ricoh’s subsidiary, IKON Office Solutions, Inc.

Services will be provided up to the hours estimated for each individual task. Hours estimated for each task can be found in the Cost Estimate section under Technical Services.

1. Project Management

- Ricoh will provide a Project Manager to coordinate the delivery and integration of Ricoh components of the solution. The responsibility of the Project Manager will be as follows: Deliver and review SOW with Customer.
- Develop the Ricoh project schedule and deliverable lists of Ricoh components.
- Coordinate and manage the activities of the Ricoh project personnel.
- Act as single point of contact for the Customer Project Manager to ensure that project requirements are met and for reporting and resolution of all project issues.
- Assist the Customer Project Manager with administration of the project.
- Apply knowledge, tools, and techniques to project activities to ensure that Customer needs and expectations are met.
- Coordinate meetings, discussions, and delivery of needed materials between Customer and Ricoh.
- Manage the day-to-day activities of the Ricoh project team.
- Coordinate the assessment and delivery of Ricoh change control items.
- Escalate issues to the Customer Project Manager for resolution.

Deliverables: Present and review the SOW with Customer resources.
Present the **Project Plan** during the Planning Phase.

Checkpoints: The Customer Project Manager will review and sign off on the Project Plan/Timeline.
The Customer Project Manager will review the project documentation with the Ricoh Project Manager at regular intervals.

2. Discovery

If they have not already done so, Ricoh’s project team may request preliminary surveys from Customer end users, IT personnel, and/or management, to gather preliminary business and technical requirements. While much of this information may have been shared during presales discussions, it is important for Customer to provide, in writing, the needs, goals, and benchmarks requested in these

surveys. This will ensure that all requirements and expectations are accurately communicated from project launch to completion. It will also assist Ricoh in ensuring the Discovery is properly planned and executed.

We will identify: Basic stages and roles within the departmental workflow

- Existing processes and error handling
- Business challenges and opportunities for streamlining
- Document volumes and types (including gathering sample documents)
- User requirements and security policies
- Network infrastructure configurations

Completion of these informational surveys is primarily the responsibility of Customer and should be returned in a timely manner as agreed by Customer and Ricoh. A delay in receiving this information could delay subsequent phases of this project. Any information from these surveys which suggests requirements outside the Project Scope in this SOW shall be addressed through the change control procedures defined in this document.

Deliverable: Ricoh will present a Discovery Document that will summarize Discovery findings, current technical environment, and business requirements.

Ricoh will present Change Orders (if applicable) to address any changes in scope requested by Customer as a result of discussions during the Discovery.

Checkpoint: Customer will sign off on the Discovery Document and approve start the Design Phase of the project.

3. Design

Once the Discovery Phase is complete, Ricoh and Customer project team members will jointly gather, develop, and finalize the technical requirements for the solution. These requirements will be translated into Design documents.

Ricoh will also provide Change Orders for the addition of any previously unforeseen requirements and customizations not included when estimates provided prior to the completion of the Design phase were prepared.

Topics for Design Phase: ***Within the timeframe budgeted for this process Ricoh will:*** Review and analyze the workflow, logistic, environmental, and technical requirements for this project.

- Validate the preliminary requirements and configurations defined in this SOW.
- Define any previously ambiguous or newly discovered requirements.
- Transcribe requirements into concise Design documents.

- Develop a preliminary, high-level implementation timeline (detailed schedule and Project Plan to be developed as part of Planning Phase).

The Design documents will include the following:

Deliverables: Flow chart or map of anticipated workflow
System configurations
Final budget estimate for the remainder of the project
Change Orders (if applicable, if final estimates are different than the estimates originally provided as part of this SOW)
<<Add other documentation commitments here>>

Checkpoint: Customer will sign off on the Design documents and approve commencing the Planning Phase of the project.

4. Planning

Once the Design document(s) has been approved, the Ricoh Project Manager will work with the Customer Project Manager and both project teams to create the Project Implementation Plan. The Ricoh Project Manager will work with the Customer Project Manager and both project teams to review the Project Implementation Plan/Timeline to address any schedule and resource constraints prior to proceeding with the Implementation Phase.

During the Planning Phase, the necessary hardware and software components, according to the specifications in the Design documents, will be ordered.

Deliverables: Ricoh will deliver Project Implementation Plan.
Ricoh will provide hardware and software quotes to place orders.

Checkpoint: The Customer Project Manager will review and sign off on the Project Implementation Plan.

5. Implementation

If indicated in the proposed design, Ricoh may develop a prototype for Customer approval.

Ricoh Development and Unit Testing

The Implementation Phase also includes any necessary off-site development, which will occur at the Ricoh location site prior to on-site installation.

Ricoh will develop and test the integrated system with all requirements outlined in the Design documents at Ricoh facilities.

In this phase, Ricoh will install, configure, and test the solution as defined in the Design documents and approved by Customer, as follows:

Within the timeframe budgeted for this process Ricoh will:

- Install all hardware system components in a non-production test environment; specifically:
 - Install scanner controller (**Controller name**) on a Customer-supplied PC meeting or exceeding manufacturer specifications.
 - Install and set up scanner(s) (**Scanner name**).
- Install all software components in the test environment; specifically:
 - Install scanner software (**Scanner Software Name**) on scanning workstation(s) listed in the Project Implementation Plan.
 - Install imaging server software (**Imaging Software Name**) on Customer-supplied server(s) meeting or exceeding the minimum manufacturer specifications.
 - Install imaging workstation software (**Imaging Software Name**) on up to two (2) Customer-supplied PCs meeting or exceeding the minimum manufacturer specifications.
 - Install content management server software (**Content Management Software name**) on Customer-supplied servers meeting or exceeding the minimum manufacturer specifications.
 - Install content management Customer software (**Content Management Software name**) on up to two (2) Customer-supplied PCs meeting or exceeding the minimum manufacturer specifications.
- Complete custom development applicable to the solution outlined in the Design documents (if applicable).
- Configure all hardware and software components according to the specifications in the Design document (if applicable).
- Test all system components for functionality and interoperability using a test script developed and approved by Ricoh.

Deliverables: Ricoh will install, configure, and test all components according to the specifications in the Design documents.

Ricoh will provide preliminary system testing and demonstrate compliance with requirements from the Design documents.

Checkpoint: Demonstration of tested system components and Customer approval to begin training and User Acceptance Testing.

Once installation, configuration, and testing are complete, Customer will conduct the User Acceptance Testing (UAT) as discussed in the section below. If any training is required prior to the start of User Acceptance Testing, it will be identified in the Planning Phase and noted on the Project Plan.

Training and Documentation

In this phase, Ricoh will provide the following materials and training for Customer. This training will be provided to the users that will be participating in the UAT Phase to enable the Customer resources to complete the UAT. These individuals will be the users that will conduct the “Train the Trainer” sessions for all remaining users.

Within the timeframe budgeted for this process Ricoh will:

- One (1) imaging training session (up to <<X>> hours)
 - This "Train the Trainer" session for up to four (4) people will include the basic operational procedures for using (Imaging Software Name), including: scanning, indexing/validation, quality control, and basic troubleshooting.
 - A solution-specific user guide will be delivered for scanner operators and <<Imaging Software Name>> users.
- One (1) content management end-user training session (up to <<X>> hours)
 - This "Train the Trainer" session for up to four (4) people will include the basic operational procedures for using <<Content Management Software name>>, including: system overview, query, retrieval, and annotation techniques.
 - A solution-specific user guide will be delivered for <<Content Management Software name>> users.
- One (1) administrative training session (up to <<X>> hours)
 - One (1) introductory training session and system structure knowledge-transfer will be conducted with network administrators or other assigned Customer staff for up to four (4) people.
 - System configuration documentation will be delivered to the technical administrators as reference for both <<Imaging Software Name>> and <<Content Management Software name>>.

All training referenced in this section must be completed prior to UAT being completed. After UAT is complete, additional training or refresher sessions may be conducted on an as-needed basis for an additional cost to fees included in this SOW at Ricoh’s standard hourly rates.

Deliverables: Ricoh will conduct “Train the Trainer” sessions for scanner operation, <<Imaging Software Name>> use, and <<Content Management Software name>> use, in addition to conducting an administrative overview for each product. Solution-specific documentation will be provided for each session.

Checkpoint: Delivery of the end-user training materials and training sessions, and delivery of system and administrative documentation and training to technical administrators. Customer’s approval of training materials and activities.

User Acceptance Testing

The primary purpose of User Acceptance Testing (UAT) is for Customer to test the entire solution from a functional standpoint in order to verify that all the features documented are working as specified in the Design documents. User Acceptance Testing is the primary responsibility of Customer. To achieve this, Customer will test the solution in a real-life environment either in or parallel to the current production environment for a period of <<Insert UAT time period>>. The UAT time period will begin directly after the Training and Documentation phase has completed. Customer is responsible for creating the UAT plan. *This should initially involve a small focus group of a single department, or a few users within a department. Services during UAT are available up to the duration established for this task in the Cost Estimate section of this document. At Customer's request, this time can be exceeded on a billable basis by following the established change control procedures.* Ricoh will provide support to Customer during the UAT period. UAT support for any new functionality or desired enhancements outside of the Design documents will be handled with the established change control procedure.

- Testing should include: Running scanner(s) in a real-life environment
- Testing all user modules and interfaces in a real-life setting
- Observing server modules

All issues should first be reported to Customer's internal contact for analysis or escalation to the Ricoh Project Manager via the UAT Issue Log, which will be provided prior to the start of the UAT period. Ricoh will respond to all requests either onsite or offsite, as appropriate, to resolve any issues. After the period of <<INSERT TIME PERIOD HERE>>, Ricoh will request signoff of the project.

Ricoh will assist UAT as follows: **Within the timeframe budgeted for this process Ricoh will:** Support the administrator through the UAT process.

- Participate in test review meetings.
- Respond to the issues as reported on the UAT Issue Log.
- Evaluate incidents and assist in resolving any issues.
- Reconfigure and test any required system changes.
- Coordinate release of configuration changes into the test environment with the UAT team leader.
- Communicate any special user requests, system change requests, and scope change requests to the Ricoh Project Manager.

Deliverable: A working system, per the SOW, Design documents, and any subsequent Change Orders.

Checkpoint: Customer signoff on completion of User Acceptance Testing.

Production Rollout

After UAT is complete, the solution can be deployed to other departments and users. It is the responsibility of Customer to define objectives and scheduling for this rollout. It is recommended that

rollout be conducted for one department at a time so that any unforeseen issues or departmental concerns can be addressed and managed appropriately.

As the new solution is deployed in the production environment, Ricoh can provide on-site or off-site support during the initial rollout period. This service may be provided after Project Acceptance has been approved by Customer and represents Ricoh’s commitment to follow our projects through to successful completion.

These services are available up to the duration established for this task in the Cost Estimate section of this document. At Customer’s request, this time can be exceeded on a billable basis by following the established change control procedures.

The services rendered during production rollout are:

Deliverable: A working system to each additional department per the SOW, Design documents, and any subsequent Change Orders.

Checkpoint: Customer signoff on completion of each additional department rollout.

6. Support

Ricoh will provide remote support for the solution during the first 30 days following implementation. This support will include the following: Assist Customer project staff with questions from users, operators, and administrators.

- Assist Customer project staff with operational issue determination and problem resolution.
- Assist Customer with any additional skills transfer or training issues.
- Assist Customer project staff with problem determination and problem resolution.

Deliverable: A Vendor Support Agreement for every product/solution installed. Most vendors require an executed support agreement before providing ANY support. On-site or off-site support (as defined and quoted in the SOW) immediately following implementation during the first 30 days following implementation.

Checkpoint: If Customer has signed a Vendor Support Agreement (or have a Custom Support Agreement), Ricoh will transition support to Ricoh’s Customer Support Desk. Customer will sign a Solution Delivery and Acceptance Form to document acceptance of the final phase of the project.

[Option 1 - IF SOFTWARE SUPPORT IS INCLUDED AND SUPPORTED BY Ricoh:] **Support Services**

Provided that Customer has current support coverage in place with the applicable third party software manufacturer (“Software Manufacturer”) and paid the applicable maintenance fees, Ricoh shall provide Customer with the following technical support for the following software: **[NAME SOFTWARE]**

PRODUCT] (“Software”). Customer will place a call to the Ricoh Customer Support Desk (“CSD”) at 1-800-706-4566 any time from 8 am to 8 pm EST, Monday through Friday. There is no limit on the number of times Customer can call, and no other “per-call” or “per-minute” charges. The Ricoh CSD will log the call and attempt to provide Level 1 Support (described below) over the phone. If onsite assistance is required, then the Ricoh CSD will contact the local Ricoh Area team and notify them of the request. The local Ricoh Area team will contact Customer and dispatch an Analyst if applicable.

Level 1 Support: means services to resolve application and integration problems, e.g., assisting Customer staff with questions from users, operators and administrators. Specifically, Ricoh will use commercially reasonable efforts to identify and isolate the cause of Customer’s request for support and attempt to resolve problems related to the Software prior to requesting Level 2 Support.

Level 2 Support: means that Ricoh will engage the Software Manufacturer to diagnose, analyze and troubleshoot and any reported problem with or relating to the Software.

Level 3 Support: means that Ricoh will engage the Software Manufacturer to examine and test the Software to determine if the Software is functioning and performing as designed.

Ricoh shall have no obligation to support: (i) Software modified without Ricoh’s and/or the Software Manufacturer’s consent, (ii) use of the Software other than in accordance with the end user license agreement between Customer and the Software Manufacturer or the Software’s documentation, or (iii) Software installed on any computer hardware or used with any software not specified in the Software documentation or otherwise authorized by Ricoh and/or the Software Manufacturer in writing.

Software Maintenance Coverage

- New Version Updates to Software
- New Version Upgrades to Software
- Patches to Software

Software updates, upgrades and patches are only covered/available if Customer is current on their support. The software maintenance coverage described above will be renewed annually. Customer will be billed separately for annual maintenance costs associated with the third party software.

Not Covered by Annual Software Maintenance

- On-Site installation of Updates, Upgrades or Patches
- On-Site Service or Support

On-going onsite support beyond the Support Services defined above will require a Ricoh Block of Time SOW at an additional cost to Customer.

[Option 2 - IF NO SOFTWARE SUPPORT IS INCLUDED, i.e., ONE-OFFS WHERE SUPPORT IS NOT PROVIDED BY CSD:]

[NAME OF SOFTWARE PRODUCT] (The “Software”) is manufactured by a third party software manufacturer (“Software Manufacturer”) and is not an approved Ricoh product. The Software is being included in connection with this Project at Customer’s request, and Customer is solely responsible for obtaining service and support for this Software directly from the Software Manufacturer. Ricoh assumes no responsibility for the performance or operation of this Software or component of the

Project. Any issues arising from the use of the Software that require additional services to successfully implement the solution may create additional technical support charges from Ricoh that are not currently included in the Fees listed below.

Customer Roles and Responsibilities

Customer Roles

Any successful project is a cooperative effort. With that in mind, the following section provides information on the roles and responsibilities expected of the Customer project team. Please note that a single individual may execute the roles and responsibilities listed below. Each role does not necessarily mean that a separate Customer resource is required.

Project Manager

Customer will provide a designated Project Manager who will:

- Assist with the development of the overall Project Plan/Timeline and/or implementation schedule.
- Escalate issues to senior management for resolution.
- Conduct project meetings; and prepare meeting minutes and status reports as necessary.
- Assist with the change control procedure for those tasks that are outside the scope of the services defined in this SOW and the Design documents, including obtaining authorized signatures for Change Orders.
- Obtain the required authorized signoffs at the completion of the RICOH deliverables.

End User Representative

Customer will designate an End User Representatives who will:

- Possess a solid understanding of the business processes as well as the overall project objectives.
- Be available throughout the Discovery, Design, and Implementation Phases of the project.
- Be available to answer questions or provide input during the project.

System Administrator

Customer will designate a System Administrator who will:

- Be the focal point for the day-to-day administration of the application.
- Work with the RICOH project team during the System Integration Test as necessary.
- Be available for training as specified in the Project Plan.
- Be available to provide application support as necessary.

Technical Support

Customer will designate a Technical Support person who will:

- Provide RICOH with system access and participate in the software installation.
- Provide RICOH with LAN access and participate in the PC workstation software configuration, if necessary.

- Execute appropriate backups of the development, test, and production environments.
- Ensure appropriate virus protection is enabled throughout the project.
- Provide ongoing technical support for the various software components.
- Be available for training as specified in the project plan.

Facility availability

Customer will also arrange the following: Provide a workspace for the RICOH project team with a telephone and the appropriate system access for installation, setup, and testing.

- Make available a meeting room with projector and white board (or flip chart) for the training sessions, if necessary.
- Order the necessary supplies as required during the project.

Customer General Responsibilities

If the project is to be successful, RICOH makes the following assumptions as general Customer obligations:

- Customer will provide a single point of contact for project coordination with RICOH.
- Customer signoff of each phase and milestone as requested before commencement of another phase or milestone.
- Customer will provide security clearance and access to facilities, as required. This includes badges, passwords, access cards, and parking privileges.
- Customer will provide any necessary passwords for network, domain, Internet, and server access to our technical resources.
- Customer will ensure the network is in proper working order in a stable environment.
- Customer will have all infrastructure components (switches, hubs, routers, etc.) installed and functioning prior to workstation installation.
- Customer will ensure all of the existing workstations are in proper working order in a stable environment.
- Customer will ensure any additional cable points required are in place and functioning as per manufacturer specifications.
- Customer will ensure purchase orders are issued in a timely manner, to ensure that hardware and software (if required) will be obtained before the commencement of any phase.
- Customer understands any hardware or software not available may delay the timetable for the project.
- Customer will inform RICOH if there is an equipment delay.
- Customer understands no configuration outside of the requirements for the product being installed will be performed.
- Customer will ensure hardware and software provided to RICOH that was not purchased from RICOH is free from defects and is in working order.

- Customer understands if hardware is defective, there may be a time delay while the equipment is replaced.
- Customer will provide the necessary power and access to power sources for all equipment during the installation.
- Customer will be responsible for configuration of all remote end user's personal computers outside of the designated home locations.
- Customer has performed a complete and verified backup prior to the start of any phase of the project.
- Customer will ensure accuracy of data/information supplied to RICOH.
- Customer understands that RICOH relies on immediate clarification and resolution regarding the integrity of data/information supplied to RICOH.
- Customer will manage the demands of other business endeavors at the implementation site(s).
- Customer will provide a list of key resources for areas affected by the project to the RICOH Project Manager prior to the project kickoff, including: Name, Title, Responsibility, Phone, and E-mail wherever possible.
- Customer will provide any and all training not listed in this SOW to the end users.

Customer may request that RICOH assist with the completion of any of the above-mentioned responsibilities; however, the Technical Services hours necessary to complete such tasks have not been accounted for within this SOW.

Customer Technical Responsibilities

If the **<EDM Implementation>** is to be successful, Customer must make the following technical commitments:

- Customer will provide telephony connection as described in the Design documents terminating at the proposed location of the fax server.
- Customer will have all cabling from PBX or phone interface run to the fax board and to the LAN connection.
- Customer will ensure that all telephony connections are provisioned with required DID/DNIS as applicable prior to on-site installation of hardware and software.
- Customer will provide a technical specialist for their PBX and/or telecommunications vendor.
- Customer will provide dedicated server configuration(s) for the RightFax Server(s) meeting or exceeding the currently published requirements on the manufacturer's website.
- Customer will provide Customer workstations meeting or exceeding the currently published requirements on the manufacturer's website.
- Customer will provide UTP patch cords for all newly installed equipment.
- Customer will provide all numbers and/or fax templates that are subject to routing.
- Customer will input all appropriate fields into their AD for syncing.

- Customer will provide administrative privileges to the RightFax Server, Email Gateway, and any ODBC compliant databases that will be used, e.g., SQL database for fax images, billing accounting database.
- Customer will limit all file names involved with RightFax to a maximum of 8 characters.
- Customer will ensure the Email Gateway is properly configured and operational.
- Customer understands for GAL/LDAP/MAPI access, all search base information must be provided.
- Customer will provide reserved IP addresses, whether static or using DHCP, for network devices installed as part of the solution.
- Customer will indicate what fields need to be included before sending or receiving a fax.

Customer may request that RICOH assist with the completion of any of the above-mentioned tasks; however, the Technical Services hours necessary to complete such tasks have not been accounted for within this SOW.

Other Customer Responsibilities

The successful completion of the Services depends on the full cooperation and participation of Customer. RICOH's performance, and all timelines and Fees are dependent upon the availability, completeness and accuracy of necessary information and data; the availability of key personnel, and upon Customer's timely and effective performance of its responsibilities hereunder. Delays, inaccuracies or omission in the performance of these responsibilities may result in additional charges and/or delay of the completion of the Project, and may incur additional charges pursuant to the change order provisions hereof. Customer shall be responsible for and agrees to:

- Provide RICOH with access to, and agree that RICOH may rely upon the accuracy, timeliness and completion of, all necessary internal Customer data, including but not limited to reports, current analysis documents and other information Customer supplies as needed to define technical requirements (if applicable).
- At no charge to RICOH, provide RICOH with such access to its facilities, networks, software and systems as may be reasonably necessary for RICOH to perform the Services. Where RICOH requires on-line or remote access to Customer's systems in order to provide the Services, Customer shall provide appropriate communication software and/or establish dedicated connections with RICOH. Customer agrees that if access to Customer's systems requires a separate agreement, such agreement is subject to the limits of liability of this SOW.
- Assign a dedicated internal project manager with full decision making authority, and to coordinate and make reasonably available its technical personnel, managers and other employees necessary to facilitate RICOH's performance of the Services.
- Fully cooperate and ensure that all "responsibilities", "requirements" or "assumptions" set forth in the SOW have been satisfied.
- Define its own business objectives and requirements relevant to the Services.
- Timely meet any deadlines for actions or decisions, including the review and acceptance all deliverables.
- Provide all training for its users with respect to the Services except as specifically provided by RICOH herein.

- If this SOW is dependent upon the availability of certain hardware, software, data or documentation, Customer agrees to cause those items to be available, installed, configured and operational in advance of commencement of the Services.
- Obtain all “Required Consents” that are necessary for RICOH’s performance of the Services. A “Required Consent” means any consent, license, permit or approval required to give RICOH the right or license to access, use and/or modify the hardware, software, firmware and other products owned or used by Customer, without infringing the ownership or license rights (including patent and copyright) of the third party providers or owners of such products.
- Not use the Services for any unlawful purpose. Without limiting the foregoing, Customer shall not use the Services to (i) invade another person’s privacy; post, transmit or disseminate material that is obscene, profane, pornographic, abusive, defamatory or otherwise offensive or objectionable, (ii) achieve unauthorized access to any computer systems, software, data, or any confidential or proprietary material of any other person, without the knowledge and consent of such person, (iii) upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material that is protected by copyright, or other proprietary right, without obtaining permission of the copyright owner or right holder, or (iv) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the use of any Service or the Internet, including, without limitation, posting or transmitting any information or software that contains a virus or other harmful or debilitating feature.
- Be solely responsible for the selection of the Services and deliverables that meet its needs. Customer is solely responsible for the results obtained from the use of the Services and deliverables, including Customer’s decision to implement any recommendation concerning Customer’s business practices and operations. RICOH is not responsible for performing Customer’s regulatory or management obligations; is not responsible for determining the requirements of laws applicable to Customer’s business, including those relating to Services that Customer acquires under this SOW; and is not responsible for determining that RICOH’s provision of particular Services meets the requirements of such laws.
- Be solely responsible for (i) the selection and implementation of procedures and controls regarding access, security, virus protection, encryption, use and transmission of data, (ii) any data and databases entailed in the Services or any deliverable, and (iii) backup and recovery of any database and any stored data to prevent data loss due to any cause.
- **ADD ANY ADDITIONAL ITEMS AS NECESSARY**

Completion Criteria

When the Services detailed in this SOW have been completed and demonstrated, the Project will be considered complete and Ricoh will request Customer signoff. Customer agrees to sign the Solutions Delivery and Acceptance document in a timely manner. Notwithstanding the foregoing, Ricoh will have fulfilled its obligations under this SOW when any one of the following first occurs:

- Ricoh completes the Services described in this SOW.
- This SOW is terminated in accordance with Section 2 of the Terms and Conditions. In this case, Ricoh will invoice Customer for actual hours worked and expenses incurred up to the date of termination. Hardware and software purchases are governed by their own separate agreements and are not included in this definition.

Acceptance Criteria

Ricoh has created the following testing and acceptance criteria to enable a successful completion of the project to the satisfaction of both Ricoh and Customer. These criteria are used to issue invoices for services rendered based on the milestone payment schedule defined in the Pricing section of this SOW.

Milestone
1. Acceptance of this SOW
2. Completion of Implementation
3. Completion of User Acceptance Testing
4. Completion of Production Rollout

Change Control

Changes to the scope of the Services 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. The following list provides a detailed process to follow if changes to components within the scope of this SOW are required.

- A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW.
- A written Change Order must be signed by both parties to authorize the implementation of the changes.

Project Assumptions

To execute the Project successfully, several key assumptions have been made. Any change in these assumptions may result in a change in scope, which will be addressed through the Change Control process, and may result in additional charges and/or delay of the completion of the Project.

- All Services will be performed at Customer's site or offsite by Ricoh's technical resources, as agreed by Ricoh and Customer.

- All discussions of Project duration are dependent upon a timely reception of requisite POs and other Customer-generated paperwork necessary to launch the Project or move forward to the next phase.
- Ricoh will not be able to start work until after this SOW has been signed and a Purchase Order received. Resources can only be allocated and scheduled once a copy of the signed SOW is received by Ricoh.
- While scheduling changes do not generally result in a billable change of scope, they could affect the availability of resources for both Ricoh and Customer and delay the completion of the Project.
- Services provided by Ricoh or its subcontractors will be provided during normal business hours (8:00 am to 5:00 pm) Monday through Friday excluding Ricoh recognized holidays. Services provided outside of Ricoh standard business times and hours will be considered out of scope and will be handled as a change order at standard overtime rates if Customer requests and approves it in advance.
- Ricoh has included Services for documentation based on Ricoh's standard RMF methodology. Ricoh has based the documentation Services on the use of Ricoh templates and standard content typically delivered by Ricoh in an EDM Implementation Project.

Technical Services Fees [FOR FIXED FEE ENGAGEMENTS]

This is a Fixed Fee engagement. In consideration of the Services, Customer shall pay Ricoh the fees in the amounts and at the rates set forth as follows:

The total Fees for this Project shall be (Insert Project Cost Here) (“Fees”) not including hardware, software, sales tax, or hardware/software technical support. **(Include this line for leased deals: Customer acknowledges and agrees that the Fees for the Services to be provided by Ricoh under this SOW have been established by Ricoh and included in the lease payment set forth in the Lease Agreement between Customer and Ricoh Financial Services.)** The purchase or lease of any hardware or software is independent from this SOW and therefore not contingent on Customer’s acceptance of the Services performed. **Please review attached hardware/software/support quotes for additional pricing information.** Pricing shall be in accordance with Appendix C of DIR Contract No. DIR-SDD-1674. Any changes to this SOW will require a Change Order executed and agreed upon by both parties. Ricoh cannot perform work outside of the scope of this SOW without an authorized Change Order signed by Customer.

Payment Schedule

100% due on Project completion

Or

This SOW is provided as part of a lease package. The Fees are included in the lease payment.

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

Budget Notes

- All costs are exclusive of applicable taxes. 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).
- This cost is valid for a period of 30 days from the cover date; after this date it may be revised.

Technical Services Fees

On time and materials engagements, if an estimated total amount is stated in the SOW, that amount is solely a good faith estimate for Customer's budgeting purposes and Ricoh's resource scheduling purposes, and not a guarantee that the Services will be completed for that amount; the actual time or fees may be higher or lower.

This is a Time and Materials engagement. In consideration of the Services, Customer shall pay Ricoh the fees in the amounts and at the rates set forth as follows:

The total Fees for this Project is estimated to be (Insert Project Cost Here) ("Fees") not including hardware, software, sales tax, or hardware/software technical support. It is understood that the services are an estimate. Ricoh requires a Purchase Order for the full estimate to initiate the project. Pricing shall be in accordance with Appendix C of DIR Contract No. DIR-SDD-1674. *Ricoh requires a down payment of (Insert Down Payment Amount Here) to initiate the project.*

This estimate is based upon the experience of Ricoh and is our best effort at being as accurate as possible. There could be circumstances that affect this estimate, and the Customer will only be billed for actual work done as well as any travel and expenses. Travel expenses, if quoted, are estimated. This estimate does not include taxes or miscellaneous expenses. Travel expense reimbursement shall be in accordance with Section 4G of DIR Contract No. DIR-SDD-1674. If Ricoh exceeds estimate, Ricoh must request change order for further funds prior to expending in excess of approved amounts.

This estimate is valid for a period of 30 days from the date it was prepared as stated in the cover page of this SOW.

Payment Schedule

100% due on completion of User Acceptance Testing

Or

Payment for services rendered due upon submission of invoice by Ricoh. Ricoh will submit invoices on a monthly basis and/or at the completion of the project (whichever comes first).

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

Budget Notes

- All costs are exclusive of applicable taxes.
- This cost is valid for a period of 30 days from the cover date; after this date it may be revised.

Ricoh Technical Services – Time and Materials Services Estimate

HRS	Description	State Price	Extension
	Technical Services		
	Install RightFax Server	120.00	
	Customer Installation instruction and testing	120.00	
	Final testing and acceptance	120.00	
	“Train the Trainer” training	120.00	
	Project Management	120.00	
		Estimated Services	

Terms & Conditions:

The performance of the Services described in this SOW by Ricoh for Customer is subject to and shall be governed solely by the following terms and conditions:

1. On-Site Security; Insurance. While on Customer's premises, Ricoh will comply with Customer's reasonable workplace safety and physical security processes and procedures provided by Customer in writing prior to performance of the Services. 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 SOW. 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.
2. Term; Termination. Upon signature by both parties, this SOW shall become effective on the Effective Date and shall continue in effect for the shorter of the period necessary to complete the Services or one year, unless terminated earlier as specified in this Section (the "Term"). Termination shall be in accordance with Section 10B of Appendix A, DIR Contract No. DIR-SDD-1674.
3. Limited Warranty for Services; Limitation of Liability. Ricoh warrants that it will perform the Services (i) in a good and workmanlike fashion, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. Customer must report any defects in the Services in writing within thirty (30) days of performance of such Services in order to receive warranty remedies. Limitation of Liability shall be in accordance with Section 9K of Appendix A, DIR Contract No. DIR-SDD-1674. Except as provided above, THE SERVICES, WORK AND DELIVERABLES ARE PROVIDED "AS IS." EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, RICOH DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF UTILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. FURTHERMORE, RICOH DOES NOT WARRANT THAT ALL DEFECTS WILL BE CORRECTED, OR THAT ANY SERVICES, PRODUCTS OR PROGRAMS SUPPLIED, INSTALLED OR CONFIGURED BY US WILL OPERATE ON AN UNINTERRUPTED OR ERROR FREE BASIS, OR SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SYSTEM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES, THIS SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.
4. IP Matters; Software Licenses; Export Compliance.
 - a. Ownership of IP Rights. Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant Fees and charges, RICOH hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in this SOW or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by RICOH for Customer in connection with the Services ("Contract Property"). RICOH shall retain all ownership rights to the Contract Property. For purposes of clarity this SOW and the foregoing license relates to the technical services only, and software programs shall not be

deemed to be deliverables or “Services”. All licensing for RICOH or third party software shall be as provided in subsection (b), below.

b. Software Licenses. All RICOH and/or third party software provided by RICOH as part of or in connection with the Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth the relevant transaction documentation, and to the terms of the respective End User License Agreements, with which Customer agrees to comply. If such software is manufactured by a party other than RICOH, then Customer acknowledges that RICOH is not the manufacturer or copyright owner of such third party software and that RICOH makes no representations and provides no warranties with respect thereto. RICOH shall make available to Customer any warranties made to RICOH by the manufacturer of the software and/or products utilized by RICOH in connection with the Services hereunder, to the extent transferable and without recourse.

c. Export Compliance. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable Export Laws and for obtaining any applicable authorization or license under the Export Laws. Customer acknowledges and agrees that RICOH may from time to time, in its sole discretion, engage non-U.S. subcontractors to perform any portion of the Services on RICOH’s behalf. Customer represents and warrants to RICOH that it, its employees and agents shall not provide RICOH with or otherwise use in connection with the Services any document, technology, software or item for which any authorization or license is required under any Export Law. Without intending to create any limitation relating to the survival of any other provisions of this SOW, RICOH and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

5. Confidentiality and Non-Solicitation.

a. Confidentiality. Except for purposes of this SOW, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from the Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. 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 SOW to the contrary, in the event that Customer engages Ricoh to perform any Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by Ricoh, including but not limited to any hard drive removal, cleansing or formatting services of any kind, Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) Ricoh does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer’s needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer’s business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) 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, and (c) 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, or presence, of data resulting therefrom, shall be the sole responsibility of Customer.

b. Non-Solicitation. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services.

6. Background Check. 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.

7. General. DIR Contract No. DIR-SDD-1674 and his SOW represent the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Only a Change Order in writing executed by authorized representatives of both parties may amend this SOW. Any purchase order, service order or other Customer ordering document will not modify or affect this SOW, nor have any other legal effect. All equipment is purchased by Customer pursuant to a separate agreement and are separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. This SOW may not be transferred or assigned by Customer without the prior written consent of Ricoh. This SOW shall be interpreted in accordance with the substantive laws of the State of Texas, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance, or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. The parties hereby acknowledge that this SOW may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

RICOH AMERICAS CORPORATION

By:		
Ricoh Internal Review Signature	Name and Title	Date

By:		
Ricoh Authorized Signature	Name and Title	Date

CUSTOMER

Name (Print)	Location

Authorized Signature	Title	Date

Appendix (If applicable)

ADD SOFTWARE INFORMATION / SPECIFICATIONS / BROCHURES

ADD HARDWARE INFORMATION / SPECIFICATIONS / BROCHURES