

Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$17,820.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$22,150.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$91.00
Annual Maintenance Base Cost (60 months)	\$5,460.00
Cost per Click (B&W)	\$0.0045
With Max. Volume Commitment (Lease)	
Max. Volume	\$331.00
Cost per Click (B&W)	\$0.004
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$114.00
Annual Maintenance Base Cost (60 months)	\$6,840.00
Cost per Click (B&W)	\$0.0045
With Max. Volume Commitment (Rental)	
Max. Volume	\$354.00
Cost per Click (B&W)	\$0.004
CPM 72 MONTH VOLUME 60,000 TO 75,000	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$7,990.00
MODEL	Ricoh MP7502SP
FEATURES	Network Install =\$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$330.00
Unit Overage Cost X 10%	\$33.00
Sub Total (Monthly)	\$363.00
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$21,780.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$29,770.00

Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)		
Unit Monthly Maint. Base		\$165.00
Annual Maintenance Base Cost (60 months)		\$9,900.00
Cost per Click (B&W)		\$0.0044
With Max. Volume Commitment (Lease)		
Max. Volume		\$465.00
Cost per Click (B&W)		\$0.004
Rental (No Volume Commitment)		
Unit Monthly Maint. Base		\$206.00
Annual Maintenance Base Cost (60 months)		\$12,360.00
Cost per Click (B&W)		\$0.0044
With Max. Volume Commitment (Rental)		
Max. Volume		\$509.00
Cost per Click (B&W)		\$0.004
CPM 80 MONTH VOLUME 75,000 TO 100,000		
OUTRIGHT PURCHASE		
Base Price Outright Purchase		\$9,690.00
MODEL		Ricoh USA MP9002SP
FEATURES		Network Install = \$0.00
FEATURES (not met per specs)		
Unit Monthly Volume Maint. Cost		\$400.00
Unit Overage Cost X 10%		\$40.00
Sub Total (Monthly)		\$440.00
Warranty		90 DAYS
Annual Maintenance Cost (60 months)		\$26,400.00
Additional cost of features		
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)		\$36,090.00
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)		
Unit Monthly Maint. Base		\$200.00
Annual Maintenance Base Cost (60 months)		\$12,000.00
Cost per Click (B&W)		\$0.004
With Max. Volume Commitment (Lease)		

Max. Volume	\$580.00
Cost per Click (B&W)	\$0.0038
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$250.00
Annual Maintenance Base Cost (60 months)	\$15,000.00
Cost per Click (B&W)	\$0.004
With Max. Volume Commitment (Rental)	
Max. Volume	\$630.00
Cost per Click (B&W)	\$0.0038
\$6.75 per device Management Fee is based on a 50 asset minimum under management agreement	
Lease payments quoted (contracted with or without Managed Services) are priced under the assumption that the 60 month lease schedules for these assets are non-cancellable. This is due to the fact that both lease and rental payments were requested.	

COLOR MFD:

CPM10 MONTH VOLUME 0-2,500		
OUTRIGHT PURCHASE		
Base Price Outright Purchase		\$2,650.00
MODEL		Ricoh MPC2003
FEATURES		Network Install \$0.00
FEATURES (not met per specs)		
Unit Monthly Volume Maint. Cost		\$18.25
Unit Overage Cost X 10%		\$1.83
Color Cost (10%)		\$14.50
Sub Total (Monthly)		\$34.58
Warranty		90 DAYS
Annual Maintenance Cost (60 months)		\$2,074.80
Additional cost of features		
Total Cost -(BASE PRICE X Annual Maintenance cost)		\$4,724.80
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)		
	Unit Monthly Maint. Base	\$55.00
	Annual Maintenance Base Cost (60 months)	\$3,300.00
	Cost per Click (B&W)	\$0.007
	Cost per Click (Color)	\$0.058
With Max. Volume Commitment (Lease)		
	Max. Volume	\$72.00
	Cost per Click (B&W)	\$0.0068
	Cost per Click (Color)	\$0.058
Rental (No Volume Commitment)		
	Unit Monthly Maint. Base	\$69.00
	Annual Maintenance Base Cost (60 months)	\$4,140.00
	Cost per Click (B&W)	\$0.007
	Cost per Click (Color)	\$0.058
With Max. Volume Commitment (Rental)		
	Max. Volume	\$86.00
	Cost per Click (B&W)	\$0.0068
	Cost per Click (B&W)	\$0.058
CPM20 MONTH VOLUME 2,500 to 5,000		

OUTRIGHT PURCHASE		
Base Price Outright Purchase		\$2,650.00
MODEL		Ricoh MPC2003
FEATURES		Network Install
FEATURES (not met per specs)		\$0.00
		\$36.50
Unit Overage Cost X 10%		\$3.65
Color Cost (10%)		\$14.50
Sub Total (Monthly)		\$54.65
Warranty		90 DAYS
Annual Maintenance Cost (60 months)		\$3,279.00
Additional cost of features		
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)		\$5,929.00
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)		
	Unit Monthly Maint. Base	\$55.00
	Annual Maintenance Base Cost (60 months)	\$3,300.00
	Cost per Click (B&W)	\$0.007
	Cost per Click (Color)	\$0.058
With Max. Volume Commitment (Lease)		
	Max. Volume	\$87.00
	Cost per Click (B&W)	\$0.0064
	Cost per Click (Color)	\$0.058
Rental (No Volume Commitment)		
	Unit Monthly Maint. Base	\$69.00
	Annual Maintenance Base Cost (60 months)	\$4,140.00
	Cost per Click (B&W)	\$0.007
	Cost per Click (Color)	\$0.058
With Max. Volume Commitment (Rental)		
	Max. Volume	\$86.00
	Cost per Click (B&W)	\$0.0064
	Cost per Click (B&W)	\$0.058
CPM 25 MONTH VOLUME 5,000 TO 10,000		

OUTRIGHT PURCHASE		
Base Price Outright Purchase		\$2,990.00
MODEL		Ricoh MPC2503
FEATURES		Network Install
FEATURES (not met per specs)		\$0.00
Unit Monthly Volume Maint. Cost		\$73.00
Unit Overage Cost X 10% COLOR=.054 / BW=0.0073		\$7.30
Color Cost (10%)		\$58.00
Sub Total (Monthly)		\$138.30
Warranty		90 DAYS
Annual Maintenance Cost (60 months)		\$8,298.00
Additional cost of features		
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)		\$11,288.00
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)		
	Unit Monthly Maint. Base	\$63.00
	Annual Maintenance Base Cost (60 months)	\$3,780.00
	Cost per Click (B&W)	\$0.0068
	Cost per Click (Color)	\$0.054
With Max. Volume Commitment (Lease)		
	Max. Volume	\$123.00
	Cost per Click (B&W)	\$0.006
	Cost per Click (Color)	\$0.054
Rental (No Volume Commitment)		
	Unit Monthly Maint. Base	\$79.00
	Annual Maintenance Base Cost (60 months)	\$4,740.00
	Cost per Click (B&W)	\$0.0068
	Cost per Click (Color)	\$0.054
With Max. Volume Commitment (Rental)		
	Max. Volume	\$139.00
	Cost per Click (B&W)	\$0.006
	Cost per Click (B&W)	\$0.054
CPM 28 MONTH VOLUME 10,000 TO 20,000		
OUTRIGHT PURCHASE		
Base Price Outright Purchase		\$3,412.50

MODEL	Ricoh MPC3003
FEATURES	Network Install \$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$146.00
Unit Overage Cost X 10%	\$14.60
Color Cost (10%)	\$104.00
Sub Total (Monthly)	\$264.60
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$15,876.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$19,288.50
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$71.00
Annual Maintenance Base Cost (60 months)	\$4,260.00
Cost per Click (B&W)	\$0.0068
Cost per Click (Color)	\$0.048
With Max. Volume Commitment (Lease)	
Max. Volume	\$199.00
Cost per Click (B&W)	\$0.0064
Cost per Click (Color)	\$0.048
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$89.00
Annual Maintenance Base Cost (60 months)	\$5,340.00
Cost per Click (B&W)	\$0.0068
Cost per Click (Color)	\$0.048
With Max. Volume Commitment (Rental)	
Max. Volume	\$218.00
Cost per Click (B&W)	\$0.0064
Cost per Click (B&W)	\$0.048
CPM 35 MONTH VOLUME 20,000 TO 30,000	
OUTRIGHT PURCHASE	

Base Price Outright Purchase	\$4,065.60
MODEL	Ricoh MPC3503
FEATURES	Network Install \$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$240.00
Unit Overage Cost X 10%	\$24.00
Color Cost (10%)	\$156.00
Sub Total (Monthly)	\$420.00
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$25,200.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$29,265.60
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$89.00
Annual Maintenance Base Cost (60 months)	\$5,340.00
Cost per Click (B&W)	\$0.0068
Cost per Click (Color)	\$0.046
With Max. Volume Commitment (Lease)	
Max. Volume	\$269.00
Cost per Click (B&W)	\$0.0060
Cost per Click (Color)	\$0.046
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$112.00
Annual Maintenance Base Cost (60 months)	\$6,720.00
Cost per Click (B&W)	\$0.0068
Cost per Click (Color)	\$0.046
With Max. Volume Commitment (Rental)	
Max. Volume	\$292.00
Cost per Click (B&W)	\$0.0060
Cost per Click (B&W)	\$0.046
CPM 45 MONTH VOLUME 30,000 TO 40,000	
OUTRIGHT PURCHASE	

Base Price Outright Purchase	\$4,200.00
MODEL	Ricoh MPC4503
FEATURES	Network Install
FEATURES (not met per specs)	\$0.00
Unit Monthly Volume Maint. Cost	\$320.00
Unit Overage Cost X 10%	\$20.00
Color Cost (10%)	\$192.00
Sub Total (Monthly)	\$532.00
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$31,920.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$36,120.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$92.00
Annual Maintenance Base Cost (60 months)	\$5,520.00
Cost per Click (B&W)	\$0.0065
Cost per Click (Color)	\$0.044
With Max. Volume Commitment (Lease)	
Max. Volume	\$324.00
Cost per Click (B&W)	\$0.0058
Cost per Click (Color)	\$0.044
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$115.00
Annual Maintenance Base Cost (60 months)	\$6,900.00
Cost per Click (B&W)	\$0.0065
Cost per Click (Color)	\$0.044
With Max. Volume Commitment (Rental)	
Max. Volume	\$347.00
Cost per Click (B&W)	\$0.0058
Cost per Click (B&W)	\$0.044
CPM 50 MONTH VOLUME 40,000 TO 50,000	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$5,998.00

MODEL	Ricoh MPC5503
FEATURES	Network Install \$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$400.00
Unit Overage Cost X 10%	\$40.00
Color Cost (10%)	\$240.00
Sub Total (Monthly)	\$680.00
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$40,800.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$46,798.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$125.00
Annual Maintenance Base Cost (60 months)	\$7,500.00
Cost per Click (B&W)	\$0.006
Cost per Click (Color)	\$0.04
With Max. Volume Commitment (Lease)	
Max. Volume	\$375.00
Cost per Click (B&W)	\$0.005
Cost per Click (Color)	\$0.044
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$156.00
Annual Maintenance Base Cost (60 months)	\$9,360.00
Cost per Click (B&W)	\$0.006
Cost per Click (Color)	\$0.04
With Max. Volume Commitment (Rental)	
Max. Volume	\$405.00
Cost per Click (B&W)	\$0.005
Cost per Click (B&W)	\$0.044
CPM 60 MONTH VOLUME 50,000 TO 60,000	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$7,390.00
MODEL	Ricoh MPC6003

FEATURES	Network Install
FEATURES (not met per specs)	\$0.00
Unit Monthly Volume Maint. Cost	\$480.00
Unit Overage Cost X 10%	\$48.00
Color Cost (10%)	\$288.00
Sub Total (Monthly)	\$816.00
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$48,960.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$56,350.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$155.00
Annual Maintenance Base Cost (60 months)	\$9,300.00
Cost per Click (B&W)	\$0.005
Cost per Click (Color)	\$0.0380
With Max. Volume Commitment (Lease)	
Max. Volume	\$395.00
Cost per Click (B&W)	\$0.0040
Cost per Click (Color)	\$0.0380
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$194.00
Annual Maintenance Base Cost (60 months)	\$11,640.00
Cost per Click (B&W)	\$0.005
Cost per Click (Color)	\$0.0380
With Max. Volume Commitment (Rental)	
Max. Volume	\$434.00
Cost per Click (B&W)	\$0.0040
Cost per Click (B&W)	\$0.0380
CPM 72 MONTH VOLUME 60,000 TO 75,000	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$11,995.00
MODEL	Ricoh MPC8002SP

FEATURES	Network Install
FEATURES (not met per specs)	\$0.00
Unit Monthly Volume Maint. Cost	\$450.00
Unit Overage Cost X 10%	\$45.00
Color Cost (10%)	\$322.50
Sub Total (Monthly)	\$817.50
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$49,050.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$61,045.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$249.00
Annual Maintenance Base Cost (60 months)	\$14,940.00
Cost per Click (B&W)	\$0.0048
Cost per Click (Color)	\$0.0360
With Max. Volume Commitment (Lease)	
Max. Volume	\$534.00
Cost per Click (B&W)	\$0.0038
Cost per Click (Color)	\$0.0360
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$312.00
Annual Maintenance Base Cost (60 months)	\$18,720.00
Cost per Click (B&W)	\$0.0048
Cost per Click (Color)	\$0.0360
With Max. Volume Commitment (Rental)	
Max. Volume	\$597.00
Cost per Click (B&W)	\$0.0038
Cost per Click (B&W)	\$0.0360
CPM 80 MONTH VOLUME 75,000 TO 100,000	
OUTRIGHT PURCHASE	
Base Price Outright Purchase	\$11,995.00
MODEL	Ricoh MPC8002SP
FEATURES	Network Install

	\$0.00
FEATURES (not met per specs)	
Unit Monthly Volume Maint. Cost	\$450.00
Unit Overage Cost X 10%	\$45.00
Color Cost (10%)	\$322.50
Sub Total (Monthly)	\$817.50
Warranty	90 DAYS
Annual Maintenance Cost (60 months)	\$49,050.00
Additional cost of features	
Total Cost -(BASE PRICE & FEATURES X Annual Maintenance cost)	\$61,045.00
Print Management Solution (FIXED SERVICE CHARGE)	\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$249.00
Annual Maintenance Base Cost (60 months)	\$14,940.00
Cost per Click (B&W)	\$0.0048
Cost per Click (Color)	\$0.0360
With Max. Volume Commitment (Lease)	
Max. Volume	\$599.00
Cost per Click (B&W)	\$0.0035
Cost per Click (Color)	\$0.0360
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	\$312.00
Annual Maintenance Base Cost (60 months)	\$18,720.00
Cost per Click (B&W)	\$0.0048
Cost per Click (Color)	\$0.0360
With Max. Volume Commitment (Rental)	
Max. Volume	\$660.00
Cost per Click (B&W)	\$0.0035
Cost per Click (B&W)	\$0.0360
\$6.75 per device Management Fee is based on a 50 asset minimum under management agreement	
Lease payments quoted (contracted with or without Managed Services) are priced under the assumption that the 60 month lease schedules for these assets are non-cancellable. This is due to the fact that both lease and rental payments were requested.	

FAX:

FAX very low 300 S & 100 R		
Base Price Outright Purchase		\$579.00
RENTAL		\$17.50
MODEL		Ricoh FAX3320L
Annual Maintenance cost		\$220.00
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease		
	Unit Monthly Maint.	\$13.50
	Annual Maintenance Cost (60 months)	\$810.00
Rental		
	Unit Monthly Maint.	\$17.50
	Annual Maintenance Cost (60 months)	\$1,050.00
FAX low 1000 S & 500 R		
Base Price Outright Purchase		\$579.00
RENTAL		\$17.50
MODEL		Ricoh FAX3320L
Annual Maintenance cost		\$220.00
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease		
	Unit Monthly Maint.	\$13.50
	Annual Maintenance Cost (60 months)	\$810.00
Rental		
	Unit Monthly Maint.	\$17.50
	Annual Maintenance Cost (60 months)	\$1,050.00
FAX med 3000 S & 2000 R		
Base Price Outright Purchase		\$839.00
RENTAL		\$25.00
MODEL		Ricoh FAX4430NF
Annual Maintenance cost		\$220.00

Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease		
	Unit Monthly Maint.	\$19.50
	Annual Maintenance Cost (60 months)	\$1,170.00
Rental		
	Unit Monthly Maint.	\$25.00
	Annual Maintenance Cost (60 months)	\$1,500.00
FAX high 5000 S & 4000 R		
	Base Price Outright Purchase	\$839.00
	RENTAL	\$25.00
	MODEL	Ricoh FAX4430NF
	Annual Maintenance cost	\$220.00
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease		
	Unit Monthly Maint.	\$19.50
	Annual Maintenance Cost (60 months)	\$1,170.00
Rental		
	Unit Monthly Maint.	\$25.00
	Annual Maintenance Cost (60 months)	\$1,500.00
FAX very high 8000 S & 6000 R		
	Base Price Outright Purchase	\$839.00
	RENTAL	\$25.00
	MODEL	Ricoh FAX4430NF
	Annual Maintenance cost	\$220.00
Print Management Solution (FIXED SERVICE CHARGE)		\$6.75 per device Management Fee + cost of Monthly Maintenance Cost.
Lease		
	Unit Monthly Maint.	\$19.50
	Annual Maintenance Cost (60 months)	\$1,170.00
Rental		

Unit Monthly Maint.	\$25.00
Annual Maintenance Cost (60 months)	\$1,500.00
<p>\$6.75 per device Management Fee is based on a 50 asset minimum under management agreement</p>	
<p>Lease payments quoted (contracted with or without Managed Services) are priced under the assumption that the 60 month lease schedules for these assets are non-cancellable. This is due to the fact that both lease and rental payments were requested.</p>	

SCANNERS:

SCANNER LOW blk/wht		
Base Price Outright Purchase		\$192.00
RENTAL		N/A
MODEL		Fujitsu S1100
Annual Maintenance cost		Warranty Only
Print Management Solution (FIXED SERVICE CHARGE)		Not MPS Eligible
Lease		
	Unit Monthly Maint.	\$5.00
	Annual Maintenance Cost (60 months)	\$300.00
Rental		
	Unit Monthly Maint.	\$7.00
	Annual Maintenance Cost (60 months)	\$420.00
SCANNER HIGH blk/wht		
Base Price Outright Purchase		\$950.00
RENTAL		\$28.00
MODEL		Fujitsu Fi 6110
Annual Maintenance cost		
Print Management Solution (FIXED SERVICE CHARGE)		Not MPS Eligible
Lease		
	Unit Monthly Maint.	\$22.00
	Annual Maintenance Cost (60 months)	\$1,320.00
Rental		
	Unit Monthly Maint.	\$28.00
	Annual Maintenance Cost (60 months)	\$1,680.00
SCANNER LOW color		
Base Price Outright Purchase		\$192.00
RENTAL		N/A
MODEL		Fujitsu S1100

Annual Maintenance cost	Warranty Only
Print Management Solution (FIXED SERVICE CHARGE)	Not MPS Eligible
Lease	
Unit Monthly Maint.	\$5.00
Annual Maintenance Cost (60 months)	\$300.00
Rental	
Unit Monthly Maint.	\$7.00
Annual Maintenance Cost (60 months)	\$420.00
SCANNER HIGH color	
Base Price Outright Purchase	\$950.00
RENTAL	\$28.00
MODEL	Fujitsu Fi 6110
Annual Maintenance cost	
Print Management Solution (FIXED SERVICE CHARGE)	Not MPS Eligible
Lease	
Unit Monthly Maint.	\$22.00
Annual Maintenance Cost (60 months)	\$1,320.00
Rental	
Unit Monthly Maint.	\$28.00
Annual Maintenance Cost (60 months)	\$1,680.00
\$6.75 per device Management Fee is based on a 50 asset minimum under management agreement	
Lease payments quoted (contracted with or without Managed Services) are priced under the assumption that the 60 month lease schedules for these assets are non-cancellable. This is due to the fact that both lease and rental payments were requested.	

PLOTTERS:

42 inch plotters (blk/wht) low volume		
Base Price Outright Purchase		\$3,995.00
MODEL		Epson SC T 7270
FEATURES		Single Roll
LEASE COST		\$94.00
Annual Maint. Cost with supplies		N/A
Annual Maint. Cost without supplies		\$600.00
Extended Warranty		\$600.00
Total Cost -(BASE PRICE + Annual Maintenance cost)		\$4,595.00
Print Management Solution (FIXED SERVICE CHARGE)		Not MPS Eligible
Lease (No Volume Commitment)		
Unit Monthly Maint. Base		\$94.00
Annual Maintenance Base Cost (60 months)		\$5,640.00
Cost per Click (B&W)		N/A
With Max. Volume Commitment (Lease)		
Max. Volume		N/A
Cost per Click (B&W)		N/A
Rental (No Volume Commitment)		
Unit Monthly Maint. Base		N/A
Annual Maintenance Base Cost (60 months)		N/A
Cost per Click (B&W)		N/A
With Max. Volume Commitment (Rental)		
Max. Volume		N/A
Cost per Click (B&W)		N/A
42 inch plotters (blk/wht) low & high volume		
Base Price Outright Purchase		\$3,995.00
MODEL		Epson SC T 7270
FEATURES		Single Roll
LEASE COST		\$94.00
Annual Maint. Cost with supplies		N/A
Annual Maint. Cost without supplies		\$600.00
Extended Warranty		\$600.00

Total Cost -(BASE PRICE X Annual Maintenance cost)	\$4,595.00
Print Management Solution (FIXED SERVICE CHARGE)	Not MPS Eligible
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$94.00
Annual Maintenance Base Cost (60 months)	\$5,640.00
Cost per Click (B&W)	N/A
With Max.Volume Commitment (Lease)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	N/A
Annual Maintenance Base Cost (60 months)	N/A
Cost per Click (B&W)	N/A
With Max.Volume Commitment (Rental)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
42 inch plotters (blk/wht) high volume	
Base Price Outright Purchase	\$3,995.00
MODEL	Epson SC T 7270
FEATURES	Single Roll
LEASE COST	\$94.00
Annual Maint. Cost with supplies	N/A
Annual Maint. Cost without supplies	\$600.00
Extended Warranty	\$600.00
Total Cost -(BASE PRICE + Annual Maintenance cost)	\$4,595.00
Print Management Solution (FIXED SERVICE CHARGE)	Not MPS Eligible
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$94.00
Annual Maintenance Base Cost (60 months)	\$5,640.00
Cost per Click (B&W)	N/A
With Max.Volume Commitment (Lease)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	N/A

Annual Maintenance Base Cost (60 months)	N/A
Cost per Click (B&W)	N/A
With Max.Volume Commitment (Rental)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
42 inch plotters color low & high volume	
Base Price Outright Purchase	\$3,995.00
MODEL	Epson SC T 7270
FEATURES	Single Roll
LEASE COST	\$94.00
Annual Maint. Cost with supplies	N/A
Annual Maint. Cost without supplies	\$600.00
Extended Warranty	\$600.00
Total Cost -(BASE PRICE + Annual Maintenance cost)	\$4,595.00
Print Management Solution (FIXED SERVICE CHARGE)	Not MPS Eligible
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$94.00
Annual Maintenance Base Cost (60 months)	\$5,640.00
Cost per Click (B&W)	N/A
With Max.Volume Commitment (Lease)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	N/A
Annual Maintenance Base Cost (60 months)	N/A
Cost per Click (B&W)	N/A
With Max.Volume Commitment (Rental)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
42 inch plotters color low & high volume	
Base Price Outright Purchase	\$3,995.00
MODEL	Epson SC T 7270
FEATURES	Single Roll
LEASE COST	\$94.00

Annual Maint. Cost with supplies	N/A
Annual Maint. Cost without supplies	\$600.00
Extended Warranty	\$600.00
Total Cost -(BASE PRICE X Annual Maintenance cost)	\$4,595.00
Print Management Solution (FIXED SERVICE CHARGE)	Not MPS Eligible
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$94.00
Annual Maintenance Base Cost (60 months)	\$5,640.00
Cost per Click (B&W)	N/A
With Max.Volume Commitment (Lease)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	N/A
Annual Maintenance Base Cost (60 months)	N/A
Cost per Click (B&W)	N/A
With Max.Volume Commitment (Rental)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
42 inch plotters color high volume	
Base Price Outright Purchase	\$3,995.00
MODEL	Epson SC T 7270
FEATURES	Single Roll
LEASE COST	\$94.00
Annual Maint. Cost with supplies	N/A
Annual Maint. Cost without supplies	\$600.00
Extended Warranty	\$600.00
Total Cost -(BASE PRICE + Annual Maintenance cost)	\$4,595.00
Print Management Solution (FIXED SERVICE CHARGE)	Not MPS Eligible
Lease (No Volume Commitment)	
Unit Monthly Maint. Base	\$94.00

Annual Maintenance Base Cost (60 months)	\$5,640.00
Cost per Click (B&W)	N/A
With Max. Volume Commitment (Lease)	
Max. Volume	N/A
Cost per Click (B&W)	N/A
Rental (No Volume Commitment)	
Unit Monthly Maint. Base	N/A
Annual Maintenance Base Cost (60 months)	N/A
Cost per Click (B&W)	N/A
With Max. Volume Commitment (Rental)	
Max. Volume	N/A
Cost per Click (B&W)	N/A



\$6.75 per device Management Fee is based on a 50 asset minimum under management agreement

Lease payments quoted (contracted with or without Managed Services) are priced under the assumption that the 60 month lease schedules for these assets are non-cancellable. This is due to the fact that both lease and rental payments were requested.

Attachment I

MULTIFUNCTIONAL DEVICE STANDARDS

The following standards are County wide and facilitated through the County of Riverside Information Technology Department. Please note the County continuously updates hardware and software standards as technology evolves and may revise its standards at any time which will be the sole responsibility of the CONTRACTOR to ensure they meet the current listing.

Listing below RCIT_StrategicPlan_FY1516_12-09-15

County of Riverside Technology Standards	
Desktop/Laptop Software	Standard
Operating System	Microsoft Windows 7
Web Browser	Microsoft Internet Explorer /Firefox
Word Processing	Microsoft Word 2013
Spreadsheet	Microsoft Excel 2013
Presentation	Microsoft PowerPoint 2013
Local Database	Microsoft Access 2013
Instant Messaging, Presence, Voice, Conferencing, Video	Microsoft Lync 2013/Cisco Jabber
Note Taking, Business Organization, Data Management	Microsoft OneNote 2013
Design and Implementation XML based Electronic Forms	Adobe Forms Central
Local Integrated Messaging and Communication Client	Office 365
Graphical Object Drawing Application	Microsoft Visio 2013
Project Management	Microsoft Project 2013
Desktop Virus/Spam Management	Microsoft Endpoint Protection
Document Editing	Adobe Acrobat Professional
Image/Photo Editing	Adobe Photoshop

County of Riverside Technology Standards	
Enterprise Services	Standard
Enterprise Operating System	Windows Server 2012
Enterprise Messaging on Premise or in the Cloud	Office 365
Online Virus /Spam Protection	Symantec
Enterprise Collaboration and Web Platform	Microsoft SharePoint Server 2013
Enterprise Systems Management	Microsoft Systems Center 2012
Enterprise Database Services	Microsoft SQL Server 2012, Oracle 12C (mission critical 24x7)
Web-based App Development Tool	MS Visual Studio Builder
Document Management	Laserfiche
Electronic Plan Review	Bluebeam Revu
Mobile Data Management	Microsoft EMS/Intune
Online Services	Standard
Identity Management	Microsoft Active Directory/Forefront Identify Manager (FIM)
Cloud based Desktop Applications	Office 365
Application Hosting	Microsoft Azure
Geographic Information	Standard
GIS Tools	ESRI ArcGIS
Open Data	Standard
Open Data Platform	Socrata
Hardware	Standard
Desktop/Laptop	HP/Dell
Rugged Laptop/Mobile Data Computer	Panasonic/Getac
Printer	HP/Ricoh(MFC)
Tablet	Microsoft Surface/Apple iPad
Server	HP/Dell

Attachment II



TRIAL/LOANER AGREEMENT

The undersigned does hereby lend to the County of Riverside all that personal property (herein referred to as "Equipment"), listed on Attachment "A", which is detailed below and/or attached hereto and incorporated herein by this reference as though fully set forth herein and here at.

The undersigned acknowledges and agrees that the County Department accepting said Equipment will exercise only reasonable care in the protection of the Equipment, it being specifically provided; however, that neither the County nor any of its officers, agents, servants or employees shall assume any liability or responsibility whatever for the equipment in the event of any loss or damage thereto as the result of any occurrence whatsoever by the COUNTY, excluding negligent acts or omissions of the County, its officers, agents, servants and employees.

The undersigned further certifies that he or she is authorized to execute this document for and on the behalf of the person, firm or corporation designated immediately below the signature hereof, and agrees to and accepts all of the other terms and conditions hereof, and does further acknowledge and agree that no other terms or conditions whatsoever shall apply to the loan of Equipment hereunder without the prior written consent of the Riverside County Purchasing Agent.

Unless purchased or otherwise permanently acquired by the County, upon demand of the undersigned or the undersigned's firm, the Equipment shall be returned without cost, loss or liability of any kind, nature or sort whatever to the County, at the convenience of the County. The undersigned does hereby further acknowledge and agree that the acceptance and use of the Equipment creates no obligation whatsoever on the part of the County to acquire said Equipment or any other equipment whatever or at any time from the undersigned or the undersigned's firm except upon the express written agreement of the County, given and made in accordance with any and all applicable legal requirements.

Form 116-323 Rev 6/19/07

Attachment II Cont.

TRIAL/LOANER AGREEMENT

Subject to the terms and conditions above, the items described in Attachment "A" may be loaned to the County.

BY: Purchasing Agent, Asst. Purchasing Agent, or Procurement Contract Specialist

Name	Title	Date
------	-------	------

ACCEPTED BY VENDOR:

Name	Title	Date
------	-------	------

For: _____

Company _____

Address

* Return signed original to Purchasing's Equipment Loan File.

Attachment II Cont.

TRIAL/LOANER AGREEMENT

Attachment A

Vendor shall describe in full all items to be loaned to the County of Riverside:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

Form 116-323 Rev 6/19/07

Attachment III

CONTRACTOR SERVICE AGREEMENT FORMS

- **RICOH Master Lease Agreement (Commercial or SLG)**
- **RICOH Master Maintenance and Sale Agreement (Commercial or SLG)**

RICOH

Master Lease Agreement

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Number: _____

CUSTOMER INFORMATION

Full Legal Name				
Address				
City		State	Zip	Telephone Number
Federal Tax ID Number*		Facsimile Number		E-mail Address

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

- 1. Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- 2. Schedules: Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine if it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within five (5) business days after any Product is installed.
- 3. Term Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 1.5% or the amount allowed by applicable law. You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts will be included in your Payment. You agree to pay \$25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. Notwithstanding the foregoing, both parties acknowledge that you may, from time to time, desire to satisfy your payment obligations with respect to certain Products leased by you under this Lease Agreement prior to expiration of the applicable lease term. You may contact us or your Ricoh representative to request Product lease payoff information, as needed. We and your Ricoh representative will work with you in order to confirm the actual terms

- applicable to the payoff desired. Any actual payoff must be (i) set forth in writing, and (ii) signed by both parties in order to confirm the specific transaction terms. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
- 4. Product Location: Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable agreed upon time.
- 5. Taxes and Fees.** In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule.
- 6. Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights,

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90285v1

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

Customer Notice
Page 1 of 4

remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO US AND OUR ASSIGNEE. YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

7. **Loss or Damage.** You are responsible for any theft of, destruction of or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
8. **Indemnity Liability and Insurance.** (a) You agree to maintain insurance, through self-insurance or otherwise to cover the Product for all types of loss, including, without limitation, theft in an amount not less than the full replacement value. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title, Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule, and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product to the extent awarded by a court of competent jurisdiction. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. **Ownership of Product Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal, Return of Product.** AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE MAY RENEW AS AGREED TO BY BOTH PARTIES ON A MONTH-TO-MONTH OR ANNUAL BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH OR ANNUAL RENEWAL WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately make the Product subject to such expired Schedule available to us (or our

designee), in as good condition as when you received it, except for ordinary wear and tear. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is received in good condition and working order by us or our designee. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitutes a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT 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, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If

we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.

16. **Governing Law - Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE CALIFORNIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN CALIFORNIA, THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERR ED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT), TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES. FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFY ING DOCUMENTS.
17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
- (a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
 - (b) **Non-Appropriation/Non-Substitution.** (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non - Appropriation" shall be deemed to have occurred. (ii) If a Non - Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non - Appropriation. (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with

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Customer Initials
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- the terms hereof, and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
- (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(b) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

<p>THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.</p>	
<p>CUSTOMER</p> <p>By <input checked="" type="checkbox"/> _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By <input checked="" type="checkbox"/> _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>



MASTER MAINTENANCE & SALE AGREEMENT

CUSTOMER INFORMATION			
Full Legal Name			
Address			
City		State	Zip Code

This Master Maintenance & Sale Agreement ("Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on an Order (defined below). In order to obtain Products and/or Services from Ricoh hereunder, Customer will either: (i) execute an order form (in a form to be provided and executed by Ricoh) referencing this Agreement; or (ii) issue a purchase order to Ricoh (each, an "Order"). Either party may terminate this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any. The terms of this Master Maintenance & Sale Agreement shall prevail over any conflicting terms of the Riverside County Agreement (Contract ID # RIVCO-60072-015-05/21).

Terms applicable to Service transactions only:

- Services.** (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper or staples, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.
- Service Calls.** Unless otherwise specified in an Order, service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.
- Term; Early Termination.** Each Order shall become effective on the date that Ricoh accepts the Order, and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it may renew for successive twelve (12) month periods agreed upon by both parties unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice.
- Service Charges.** (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the

Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to four percent (4%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment with 30 day written notice.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh true and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. AMR cannot and does not collect Customer document content. Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If the Serviced Product does not have AMR capabilities or Ricoh is unable or elects not to utilize AMR, then Ricoh may (i) require Customer to provide meter readings via designated website, (ii) require submission via telephone, email, or otherwise, or (iii) if neither of the foregoing are utilized, calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If, after repeated billing cycles of estimations, a meter reading is still not provided to Ricoh, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).

8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, 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 an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification** (Deleted)

Terms applicable to Product sale transactions only:

10. **Order, Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer may be responsible for all installation, transportation and rigging expenses if agreed upon. Customer agrees to confirm delivery of all Products covered by each Order when the

same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to fifteen percent (15%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All non-saleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within ten (10) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will 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, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("RicoH Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the RicoH Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the RicoH Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the RicoH Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the RicoH Equipment, or (d) the RicoH Equipment is relocated to any place where RicoH services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

14. **Limitations.** 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. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER 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, IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. 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.

15. **Payment; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) 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 Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) 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. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, 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. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

19. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.

20. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the State of California to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. 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. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

CUSTOMER

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

RICOH USA, INC.

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

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