

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 1 of 22

1. Scope: This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded devices and services in the following categories:

- Group A – Convenience Copiers, Purchase B/W, Color, Cost-per-copy
- Group B – Production Copiers, Purchase B/W, Color, Cost-per-copy
- Group C – Wide Format Copiers
- Group D – Printers, Purchase-B/W, Color, Cost-per-copy-B/W, Color
- Group E – Digital Duplicators- Purchase

Ricoh USA, Inc., or its authorized reseller/dealers are authorized under this WSCA agreement to offer the following pricing options:

- A) Purchase of Ricoh Convenience Copiers from authorized Ricoh dealers.
- B) Offer leasing only through Ontario Investment as defined in paragraph 4 of this document.
- C) Maintenance to be billed locally by Ricoh USA Direct Locations or its authorized resellers/dealers.

This Addendum is between Ricoh USA, Inc. and all participating South Carolina public procurement units (as defined by S.C. Code Ann §11-35-4610 (5), as amended) or governmental bodies (as defined by S.C. Code Ann § 11-35-310 (18), as amended).

Ricoh Remanufactured products are also available. In the event of a conflict between the terms and conditions of this PA and any Exhibit subject to this PA, the terms and conditions of the Exhibit prevail.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:

Pursuant to Section 11-35-510 of the South Carolina Code of Laws, ITMO is authorized to act as the statutory procurement agent for every state governmental body (as defined by S.C. Code Ann. § 11-35-310(18), as amended). Consistent with its statutory authority, ITMO is acting solely in a representative capacity and on behalf of such state

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 2 of 22

governmental bodies.

Participation by local public procurement units (as defined by S.C. Code Ann. § 11-35-4610(3), as amended) in the Master Service Agreement is optional. By submitting an order and receiving delivery of an item pursuant to the Master Service Agreement, a local public procurement unit manifests its intent to be and is bound by the Master Service Agreement, including this addendum, unless the local public procurement unit has entered into a separate Participating Addendum.

Participating State Modifications or Additions to Master Agreement:

Unless otherwise stated, terms used herein shall have the definitions assigned by Master Pricing Agreement. Note: Any and All applicable references of Nevada (NV) law are to be changed to read, South Carolina (SC).

A) Definitions:

"ITMO means Information Technology Management Office established by South Carolina Code Section §11-35-820, as amended.

"Authorized Agent" All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the *State of SC* government with regard to this *Participating Addendum*. *Authorized Purchasing agents of Using Governmental Units may bind their respective entities.*

"Board" means the South Carolina Budget & Control Board.

"Board as Procurement Agent" The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the Board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

"Buyer" means the Procurement Officer.

"Change Order" means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement, such agreement not to be unreasonably withheld, of the parties to the contract.

"Contract" means Master Agreement.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 3 of 22

"Contract Modification" means a written order signed by the Procurement Officer, and mutually agreed to in writing by Contractor, directing the contractor to make a change to the contract.

"Participating Addendum" as defined in the Master Service Agreement, forms a part of the Master Service Agreement, and supersedes the Master Service Agreement to the extent of any inconsistency. The terms and conditions of this Addendum apply only to the relationship between SC Participants and Contractor.

"Procurement Officer" means the person, or his successor, identified as such in this Participating Addendum.

"You and Your" means contractor.

"SC Participant(s)" means all participating South Carolina public procurement units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended).

South Carolina Prompt Payment Statute:

The obligations of any SC Participant are governed by Section 11-35-45 of the South Carolina Code of Laws, if the participant is a "governmental body," as that term is defined in Section 11-35-310(18).

"State" means the Using Governmental Unit(s) identified on the Cover Page.

"Subcontractor" means any person having a contract to perform work or render service to Contractor as a part of the contract.

"Using Governmental Unit" means all South Carolina Public Procurement Units [11-35-4610(5)] eligible to purchase under this contract.

"Work" means all labor, materials, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[2A003-modified]

Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended).

A. SC Registered Distributor:

Vendor agrees to distribute its products to South Carolina governmental bodies through vendors registered with the South Carolina Secretary of State as an authorized South Carolina vendor <http://www.scsos.com> .

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 4 of 22

B. IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015): (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to enter into this Participating Addendum with you. (b) By signing this Addendum, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of the fully executed Addendum, you are added to the Iran Divestment Act List. [02-2A077-1 modified]

C. IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (JAN 2015): (a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

D. Choice of Law :

This PA is established as a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price." Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts. [7B225-modified]

The contract, any dispute, claim, or controversy relating to the contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. [7A010-modified]

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina.

(2) Service of Process. The Parties consent that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served by certified mail (return receipt requested) addressed to the applicable party at the address(s) provided below in the contract or by personal service

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 5 of 22

or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [7A025-modified]

Ricoh Americas Corporation
C/O CT Corporation System
2 Office Park Court
Suite 103
Columbia, SC 29223

With a copy to:

Ricoh Americas Corporation
Office of General Counsel
70 Valley Stream Parkway
Malvern, PA 19355

E. Suspension of Work:

Should circumstances arise which would cause the State to suspend the work, but not terminate the contract, this will be done by formal notice. The work may be reinstated upon advance formal notice from the State. State will reimburse Contractor for products delivered or services performed through the date of suspension of work.

F. Non-Indemnification (Jan 2006):

To the extent SC law prohibits the State to indemnify, Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

G. Payment & Interest:

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 6 of 22

penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. [7A055-modified] *Notwithstanding the foregoing, as outlined in the Master contract, contractor may impose a penalty of 1% per month, for invoices that are not paid within 45 days after receipt of a valid invoice.*

H. Publicity (JAN 2006):

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

I. Purchase Orders (JAN 2006):

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order in accordance with the Purchase Order Instructions set forth below. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

J. CISG (JAN 2006):

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

K. INFORMATION SECURITY - DEFINITIONS (FEB 2015)

The following definitions are used in those clauses that cross reference this clause.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 7 of 22

channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

Data means a subset of information in an electronic format that allows it to be retrieved or transmitted.

Government information means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Public information means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

Software means any computer program accessed or used by the Using Governmental Unit or a third party pursuant to or as a result of this contract.

Third party means any person or entity other than the Using Governmental Unit, the Contractor, or any subcontractors at any tier.

Unrestricted information means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

Web-based service means a service accessed over the Internet and acquired, accessed, or used by the using governmental unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 8 of 22

M. INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)

(a) *Definitions.* The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. In addition, as used in this clause—

Clearing means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

Intrusion means an unauthorized act of bypassing the security mechanisms of a system.

Media means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

Safeguarding means measures or controls that are prescribed to protect information.

Voice means all oral information regardless of transmission protocol.

(b) *Safeguarding Information.* Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability. Notwithstanding the foregoing, the parties agree the selection, suitability and use of data security features are solely Customer's responsibility.

(c) *Safeguarding requirements and procedures.* Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:

(i) Protecting information on public computers or Web sites: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 9 of 22

of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).

- (2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.
- (3) Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.
- (4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- (5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800-88, Guidelines for Media Sanitization, at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf.
- (6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:
 - (i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.
 - (ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.
- (7) Transfer limitations. Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.
- (d) Subcontracts. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.
- (e) Other contractual requirements regarding the safeguarding of information. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

L. Statewide Term Contract – Contract Limitations:

No sales may be made pursuant to this contract for any item or service that is not expressly included in the Scope. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [7B045-modified]

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 10 of 22

M. Statewide Term Contract - Acceptance Of Offers 10% Below Price:

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price, for identical product, that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [7B227-modified]

- N. Indemnification - Third Party Claims – General (Nov 2011):** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Contractors forgoing indemnity shall not apply to any loss or damage arising out of the acts or omissions of the Indemnitees. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

O. Limitation on Liability

Except for (i) direct claims for damage to real or tangible personal property and death or bodily injury, (ii) claims arising from reckless or intentional misconduct or fraud, (iii) infringement indemnification obligations hereunder, (iv) breach of confidentiality obligations hereunder, (v) breach of data security obligations hereunder; (vi) breach of the license restrictions hereunder; (vii) any loss or claim to the extent covered by the Contractor's liability insurance; and (viii) any payment and refund obligations hereunder, neither party nor its suppliers or licensors shall be liable with respect to any product or other subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for:

- A. Any direct damages in excess of three million U.S. Dollars; or

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 309I
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 11 of 22

B. Any incidental or consequential damages, including without limitation, lost profits, even if they have been advised of the possibility of such damages.

Nothing herein shall be construed to waive any clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on recovery provided by law.

P. Ownership of Information

All government information, except unrestricted information, either furnished by or specifically prepared exclusively for the State pursuant to this contract shall belong exclusively to the State.

Q. Relationship Of Using Governmental Units (JAN 2006):

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

R. Item Substitution:

No Substitutes will be allowed on Purchase Orders received from South Carolina procurement units without written permission from the issuing procurement unit.

S. Authorized Resellers/Distributors

As found in SC Consolidated Procurement Code Section 11-35-4810 paragraph 2, Contracts may be only awarded to manufacturers who will be distributing the products to South Carolina governmental bodies through South Carolina vendors as well as Ricoh Direct offices. All resellers/distributors will be issued their own contract number and must be approved by the ITMO Procurement Officer. Only those resellers /distributors found to be responsive and responsible by the State will be awarded any contract under this SC participation addendum.

T. Contract History

The State of South Carolina has an auditing requirement for the retention of contract history. The retention for the contract history is three (3) years after the expiration date of the contract. Upon prior written request, the Contractor will make available to the State those records directly associated with Contractor's performance under the Addendum.

U. Quarterly Sales Reporting

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 12 of 22

Contract Administrator or designee. The initiation and submission of the quarterly reports are the responsibility of the Data Communication Contract Provider. You are responsible to collect and report all sales data including your resellers and partners sales associated with your Master Agreement. There will be no prompting or notification provided by the WSCA-NASPO Contract Administrator. The quarterly usage reports are due as follows:

- Quarter 1: January 1-through March 31, due annually by April 30.
- Quarter 2: April 1-through June 30, due annually by July 31.
- Quarter 3: July 1- through September 30, due annually by October 31.
- Quarter 4: October 1-through December 31, due annually by January 31

Timely Reports and Fees: If the Administrative Fee is not paid by the Due Date or Quarterly Reports are not received by the Due Date, then the Contractor will be in breach of the Contract, and the Contract may be canceled for cause.

W. Administrative Fee

Procurement Services (PS) issues and maintains State term contracts for the benefit of all South Carolina state and local public entities. State term contracts allow all public entities to maximize their purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. In order to maintain and enhance the quality and quantity of its State term contracts, each participating public procurement unit will be assessed an administrative fee. Accordingly, a public procurement unit (as defined in S.C. Code Ann. § 11-35-4610(5)), by participating in this contract, owes (PS) an administrative services fee ("fee"). Participating public procurement units shall pay the fee to contractor as a part of the contract price. Contractor is responsible both for collecting the fee at the time of billing and for remitting the fee to PS. The fee to be collected by the contractor constitutes a debt by the contractor to PS. Contractor shall factor the fee into its contract pricing and shall not separately itemize or invoice for the fee.

For each reporting period, Contractor shall pay to PS a fee equal to one (1.0%) percent of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract.

(a) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than \$10.00, no

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 13 of 22

payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division
Attn: Reports Manager
1201 Main Street, Suite 600
Columbia, SC 29201
Phone: (803) 737-0600 (ask to speak to the Reports Manager)

(b) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(c) Upon the prior written request of the State and no more frequently than once a Quarter during the term of this Agreement, Contractor will provide copies of the documentation that is reasonably necessary for the State to confirm its payment obligations under any invoice. Contractor will assist the State in connection with its efforts to verify the completeness and accuracy of the invoices. In no event, however, will Contractor be obligated to disclose any confidential information not directly pertaining to the invoice in question.

(d) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, of such past due and unpaid fees, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action, provided that contractor has been given written notice of unpaid fees and provide a 30 days cure period. In

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 309I
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 14 of 22

the event any action is brought to collect any amounts due under this Contract, the prevailing party shall be entitled to reimbursement of its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel),

(1) order the contractor to not accept any further orders under the contract until the cause for such order has been eliminated;

(2) terminate this contract;

(3) order the contractor to not accept any further orders under any other statewide term contract;

(4) terminate the contractor's award of any other statewide term contract. Notwithstanding the foregoing, termination of this statewide term contract, will not terminate or impact any underlying lease or service obligations associated with units placed pursuant to this state term contract.

(f) For purposes of this clause, PS is intended as a third-party beneficiary of this contract.

Reports MUST reference the SC Participating number 440000XXXX to assure accurate accounting of purchases under this contract and reported administrative fees. Each remittance will include the period covered and the contract number.

X. Change in Contractor Representatives

The Contractor will email the South Carolina point of contact within seven (7) business days of any change of contract contacts and contact information.

Y. Protection of Human Health & the Environment

The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 1910.1200 (SCRR Article 1.71-1910.1200). Contractor agrees to take all necessary steps to ensure compliance with the requirements applicable to Contractor and the Services it provides.

Z. Non-appropriation of Funds

The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the South Carolina State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 15 of 22

AA.Taxes

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

**BB.Income Tax Credit for State Contractors Having Subcontracts with MINORITY Firms:
TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498.

CC.Term: The term of this Participating Addendum shall begin on the *later of* April 1, 2014, or the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

'SC Participant(s) means all participating South Carolina public procurement units (as defined by S.C. Code Ann § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. §11-35-310 (18), as

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 16 of 22

amended).

Lan': If installation is included with LAN equipment it applies from copier to wall only.

DD. Maintenance and Service Warranty: Service Provider warrants that any Service Provider serviced equipment will perform in accordance with the manufacturer's specifications. If equipment fails to perform in accordance with the manufacturer's specifications and the equipment cannot be repaired to perform within the products specifications, Service Provider will repair the equipment or replace the equipment with equipment of equal or greater functionality at no additional cost to the State. EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

EE. Insurance: Service Provider will maintain the following insurance limits while performing any services under this Participating Addendum: (a) Workers' Compensation Insurance for Service Provider employees, including coverage required under the State's and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance that includes the State as an additional insured with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate.

The parties agree that Section 14.b of the Master Agreement is modified with the following:

- a.) At the beginning of the paragraph insert "For Ricoh manufactured Products" before "The Contractor shall defend, indemnify..."
- b.) The parties agree that Section 14.b.2 of the Master Agreement is changed with the following:
 1. Sentence three (3), is replaced with the following: "Otherwise, the Contractor shall have control over the defense and settlement of it."
 2. In sentence four (4) after "However," the following is inserted: "regarding the settlement of such claim".
 3. Sentences six (6) and seven (7) are replaced with the following: "If such a claim is made or appears likely to be made, the Indemnified Party agrees to permit Contractor to enable Indemnified Party to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, Indemnified

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 17 of 22

Party agrees to return the Product to Contractor on its written request. Contractor will then give Indemnified Party a credit equal to Indemnified Party's net book value provided Indemnified Party has followed generally-accepted accounting principles;

This is Contractor's entire obligation to Indemnified Party regarding any claim of infringement."

4. Leases

Lease Agreements:

Except as set forth below, Any/all leasing will be handled through the South Carolina Leasing Hardware State Term Contract. Contract information can be found at:

http://procurement.sc.gov/webfiles/IT_CONTR/Hardware_Leasing.pdf

Lease & Purchasers Agreements: State agencies will either Purchase or Lease under this Participating Addendum. Ontario Investments or their successor is the only approved leasing source for the State of South Carolina & provides financing for this contract.

Non State agencies, such as Political Subdivisions may agree to enter into separate lease agreements under this Participating Addendum as deemed appropriate by the Political Subdivision. Notwithstanding anything to the contrary in this Participating Addendum, in the event of a conflict between any Lease Agreement and the Participating Amendment, the terms of the Lease Agreement will supersede and control.

End of term removal: End of term: At the end of term, Lessee shall have the option to: (i) renew the schedule (ii) purchase the Equipment or (iii) return the equipment. If Lessee desires to exercise a renewal or purchase of the equipment, it shall give Contractor written notice at least thirty (30) days before the expiration of such Schedule Term. Notwithstanding anything to the contrary, if lessee fails to notify CONTRACTOR of its intent with respect to the exercise of a renewal or purchase option, the initial schedule term shall be terminated on the date as stated in the schedule and removal of the product will be arranged. At the end of term of any Capital lease, title to the applicable equipment shall transfer to Customer, the equipment will not be returned and the related PO will not be renewed.

5. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 309I
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 18 of 22

Name	Ricoh USA, Bart Lemmon, WSCA-NASPO National Contract Manager
Address	70 Valley Stream Parkway, Malvern, PA 91355
Telephone	425-255-0730
Fax	425-228-2115
E-mail	bart.lemmon@ricoh-usa.com

Local Contact for Billing and Customer support

Name	Roger Hosler
Address	
Telephone	561-529-2204
Fax	
E-mail	Roger.Hosler@ricoh-usa.com

Participating Entity

Name	Michael S. Thomas, CPPO, C.P.M., Procurement Officer
Address	1201 Main Street, Suite #600, Columbia, SC. 29201
Telephone	(803)896-5232
Fax	(803)737-0102
E-mail	MThomas@mimo.SC.gov

6. Subcontractors:

All [contractor] dealers and resellers authorized in the State of SC as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. An Authorized Service Provider shall be deemed "Contractor" under this PA for any PO issued directly to and accepted by such Authorized Service Provider and all references in the Lease Agreement to Ricoh shall be deemed to refer to such Authorized Service Provider.

7. Purchase Order Instructions:

Orders can be made out to (a) Ricoh USA, Inc or (b) Authorized Service Providers as approved by Ricoh and the State. To the extent Buyer and Contractor agree on additional terms, the terms will be documented on the Buyer PO, or other transaction document such as a Statement of Work, signed by both parties.

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract resulting from RFP # 309I and State of SC Agreement 4400010730", (2) Your Name, Address, Contact, & Phone-Number (3)

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 309I
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 19 of 22

Purchase order amount (4) If Leased, type of Lease (FMV, Operational, or Capital lease) and monthly payment (5)
Itemized list of accessories (6) Service Program selected and CPC rates. Please channel your PO through one of
our authorized resellers so they can arrange for proper ordering and installation of your unit.

Unless otherwise agreed upon by both parties in writing, signing the delivery and acceptance certificate constitutes
Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Contractor will provide timely billing
and Customer will notify Contractor, in writing, of any billing concern. Contractor will be allowed a thirty (30) day cure
period upon receipt of such notification to address any such billing issue. Invoices that require update due to
information being received incorrectly or late from the Buyer, are not considered inaccurate.

For Ricoh USA, Inc. Orders:

Address Purchase Orders to:	Purchases Remit Payment to:	Leases Remit Payment to:
Ricoh USA, Inc. 70 Valley Stream Parkway Malvern, PA 19355	Ricoh USA, Inc. PO Box 532530 Atlanta, GA 30353-2530	Address listed on invoice

For Authorized Service Provider Orders, address to and remit payments as shown on the dedicated Ricoh (cooperative
contract) website or, in the case of lease payments, to the address listed on the invoice.

8. Additional Service Level Agreement Commitments: The Service Level Agreement (SLA) set forth as Exhibit B
provides additional service level goals.

9. Ricoh / WSCA Master Maintenance & Sale Agreement:

Notwithstanding anything to the contrary in the Master Agreement, Buyers are subject to "Ricoh WSCA Maintenance
and Sale Agreement" attached and incorporated herein as Exhibit A. Unless otherwise agreed, software is provided
subject to the terms and conditions of the license applicable to such software.

10. Meter Collection Methods:

As part of its Services, Contractor may, at its discretion and dependent upon device capabilities, provide electronic
remote meter reading and equipment monitoring services using technology such as its @Remote solution. This may

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 20 of 22

allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades.

11. MAINTENANCE SERVICES FOR KODAK NEXPRESS PRODUCTS:

Buyers must execute a Kodak Maintenance Agreement directly with Kodak for service on Nexpress products and Kodak is solely responsible for such service.

12. Insurance:

Contractor will maintain the following insurance limits while performing any services under this Participating Addendum: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the State's and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance that includes the State as an additional insured with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate. Buyer will maintain All-Risk Property Insurance to insure physical loss or damage, at replacement value, of all Products no matter where stored or located by Buyer or other property of Contractor's in Buyer's care, custody and control or while in transit (If applicable).

13. Audit Rights:

Upon the prior written request of the State and no more frequently than once per quarter during the term of this Agreement, Contractor will provide copies of the documentation that is reasonably necessary for the State to confirm its payment obligations under any invoice. Contractor will assist the State in connection with its efforts to verify the completeness and accuracy of the invoices. In no event, however, will Contractor be obligated to disclose any confidential information not directly pertaining to the invoice in question.

14. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 4400010730 and the Lead State price agreement number: 3091.

15. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have

**PARTICIPATING ADDENDUM
WCSA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 21 of 22

the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected unless accepted by signature of both Buyer and Contractor as stated in Section 7 of this PA. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of South Carolina	Contractor: RicoH USA, Inc
By: <i>Michael S. Thomas, CEO, C.P.M.</i>	By: <i>Tom Brown</i>
Name: <i>Michael S. Thomas</i>	Name: Tom Brown
Title: <i>Procurement Officer</i>	Title: Vice President, Government & Higher Education
Date: <i>6/18/15</i>	Date: 6/18/15

[Additional signatures as required by Participating State]

If you have questions about this Participating Addendum or the participation process, please contact:

WCSA-NASPO COOPERATIVE PURCHASING ORGANIZATION	
Name	Paul Stembler, Cooperative Development Coordinator
Telephone	651-206-3858

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT
Ricoh USA, Inc
Nevada RFP 3091
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO), a unit of the South Carolina
Budget and Control Board, Division of Procurement Services

(hereinafter "Participating State")
SC Contract Number-#4400010730

Page 22 of 22

E-mail	paul.stembler@wsca-naspo.org
--------	--------------------------------------------------------------------------------

[Fully executed PDF copy of this document should be emailed to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]





EXHIBIT A

WSCA MASTER MAINTENANCE & SALE AGREEMENT

CUSTOMER INFORMATION			
Legal Name			
Bill To 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”) identified on an Order (defined below) entered into pursuant to WSCA Contract #309I hereunder and/or provide the services identified on an Order (“Services”) entered into hereunder to Customer (defined above) from time to time. Either party may terminate the “master” arrangement contemplated by 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 Form (each an “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 following terms shall apply to all Service transactions:

1. **Services.** (a) In order to obtain Services from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing WSCA Contract #309I, Applicable State Participating Amendment, and this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an “Order”). Each Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such Order. Ricoh will not be responsible to provide Services for equipment, in the event the term or locations are not identified on the Order accepted by Ricoh.

(b) 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). Failure to permit Ricoh to repair or replace the Serviced Products shall result in a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. Except for hard drives on Customer-owned equipment, all parts removed due to replacement will become the property of Ricoh.

(c) The Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer’s specifications) 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) service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) (unless covered under an extended hour service contract) 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 this Order; (vi) repairs and/or service calls resulting from attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced 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; and (xi) repairs of damage or increase in service time caused by force majeure events. 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.

2. **Service Calls.** 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. Customer is responsible for disconnecting, repairing and re-connecting unauthorized attachments or components.

3. **Reconditioning.** Reconditioning and similar major overhauls of Serviced Products may be covered by applicable manufacturer warranties, but are not covered by this Agreement or any Order. If Ricoh determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Serviced Products in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the Service Charges payable under the Order).

4. **Engineering Changes.** Engineering changes, determined applicable by Ricoh, will be controlled and installed by Ricoh. Engineering changes which provide additional capabilities to the Ricoh Equipment (defined below) covered herein will be made at Customer’s request at Ricoh’s applicable time and material rates then in effect.

5. **Term.** Each Order shall become effective on the effective date of the Order and shall continue for the term identified in the Order. At the expiration of the initial term or any extended term of the Order, it will automatically, subject to applicable law and without further action required by either party, renew for an additional twelve (12) month period, provided that Customer is not then in default. The contracted rate will be adjusted to Ricoh’s then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.

6. **Early Termination.** Customer may terminate any Order under this Agreement prior to its maturity so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. As set forth in the WSCA Contract 3091, Section 5.4.2.3, termination charges of the Service contract will not exceed 4 times the monthly base or 25% of the remaining term whichever is less. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in this Order; or (ii) in the event this Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.
7. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on an Order and will be payable by the Customer in advance. 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) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies. Customer agrees to pay when due, all taxes, where applicable, related to an Order, excluding taxes on the income of Ricoh. 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.
8. **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 Product 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 Product. If so terminated, Customer will be offered Service on a "Per Call" basis at Ricoh's then-prevailing time and material rates.
- (b) If Ricoh determines that Customer has used more supplies than the manufacturer's recommended specifications as provided by Ricoh, Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments. Customer agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, Ricoh reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings.
- (c) As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. 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 Product failure and may enable firmware upgrades. The meter count and other information collected by @Remote ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **@Remote cannot and does not collect Customer document content or user information.** 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 market research consultants in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. The @Remote 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 @Remote. In the event Customer does not rely on automatic meter reading devices or equipment monitoring services; Ricoh reserves the right to assess a surcharge for manual meter reads in addition to the Service Charges.
9. **Basic Connectivity Services.** If any software, system support or related connectivity Services are specifically set forth on an Order and accepted by Ricoh, Ricoh shall provide any such Services at the Customer's location set forth in the Order, as applicable, or on a remote basis. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such Services. Customer acknowledges that Ricoh's performance of any such Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order, as applicable. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.
10. **IT Services and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh by executing and delivering to Ricoh an Order for acceptance and by executing a Statement of Work ("SOW") setting forth the specific services to be provided. The applicable Order applies to Ricoh IT Services or other professional services (the "ITS/PS Services"). Ricoh shall provide any such ITS/PS Services at the Customer's location(s) or on a remote basis as set forth in the SOW. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such ITS/PS Services. Customer acknowledges that Ricoh's performance of any such ITS/PS Services are dependent upon Customer's timely and effective performance of its responsibilities as set forth in the SOW. Estimated delivery and/or service schedules contained in any Order or SOW are non-binding estimates. Intellectual property rights, if any, arising from the ITS/PS Services provided under any SOW shall remain the property of Ricoh.
11. **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



EXHIBIT A

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 any systems utilizing similar supplies must be covered under similar inclusive service programs.

12. **Insurance.** At all times during the term of this Agreement, each party agrees to obtain and maintain in effect the following policies of insurance written as primary coverage and not contributing with or in excess of any coverage which each party may carry. These policies will be issued by an insurance carrier with a Best's rating of at least A, VII, which affords the following coverages through self insurance or otherwise: (a) Workers' Compensation Insurance for all such party's employees, including coverage under the applicable state and federal laws where the work will be performed. Each party shall also require that all of its subcontractors maintain similar Workers' Compensation coverage. (b) Employer's Liability Insurance, typically coverage B of the Workers' Compensation policy, with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar Employer's Liability coverage. (c) Commercial General Liability Insurance that includes the other party as an additional insured. Limits shall be a minimum of: \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Each party shall also require that all of its subcontractors maintain similar general liability insurance. Customer shall provide satisfactory evidence of above coverage and failure to provide or request satisfactory evidence of said coverage does not represent a waiver of the requirements for insurance coverage noted above.

13. **Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, up to a maximum of \$1,000,000, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

The following terms shall apply to all Product sale transactions:

14. **Order, Delivery and Acceptance.** In order to purchase Products from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products or Services for which such information is not provided in an Order accepted by Ricoh. Unless otherwise agreed upon by both parties in writing, (a) delivery of Products to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, actual delivery by such vehicle to Customer shipping point, shall constitute delivery to Customer, and (b) Customer shall be responsible for all installation, transportation and rigging expenses. 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. Unless otherwise agreed upon by both parties in writing, signing the delivery and acceptance certificate constitutes Acceptance of the Product(s) and allows Ricoh to invoice for the Product(s). Orders shall not be cancelable by Customer following acceptance by Ricoh. 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.

15. **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 thirty percent (30%) 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 nonsaleable 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 five (5) days after receipt of Products.

The following terms shall apply to all transactions:

16. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. 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 (a) if the RicoH Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, or, (b) if the RicoH Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications or (c) if a defective or improper non-Ricoh accessory or supply or part is attached to or used in the RicoH Equipment, or (d) if 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. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. 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. RICOH SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR LOST PROFITS, LOSS OF REVENUE, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF, OR THE USE OR PERFORMANCE OF THE RICOH EQUIPMENT OR THE LOSS OF USE OF THE RICOH EQUIPMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, IF ANY, UNDER THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO RICOH THEREUNDER DURING THE ONE-YEAR 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. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the third party supplier 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.

17. **Data Management.** The parties acknowledge and agree that Ricoh shall have no 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"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Serviced 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 the sole and exclusive responsibility of Customer.

18. **Payment; Risk of Loss; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue past 45 days, Customer agrees to pay Ricoh a late charge of one (1.%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service terms set forth in this Agreement shall be the prompt and proper re-performance of such Services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by Ricoh to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, delivery by such vehicle to Customer shipping point. 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.

19. **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 Services provided under this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of 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, 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. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any renewal thereof. 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 early termination fee described in the Early Termination Section above.

20. **Confidentiality; Non-Solicitation; Independent Contractors.** Except for the purposes set forth in the applicable Order, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

21. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder 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



EXHIBIT A

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.

22. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania 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 Commonwealth of Pennsylvania 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 may not be amended except in writing signed by an officer or authorized representative of Ricoh. 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, including but not limited to, statements or representations made in sales presentations or sales proposals, by any Ricoh agent, employee or representative that differ in any way from the terms of this Agreement shall be given no force or effect. This Agreement shall be governed solely by these terms and conditions, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. Purchase Orders issued by Customer for Products and/or Services from Ricoh, even if they do not expressly reference or incorporate this Agreement, shall be subject to this Agreement and service only to identify the Products and/or Service ordered and shall 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 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. 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: 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

CUSTOMER

RICOH USA, INC.

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

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

Exhibit B

RICOH MODEL SERVICE LEVEL AGREEMENT (SLA)

The purpose of this model Service Level Agreement (SLA) is to provide the Participating State (the “State”) and Contractor with an example of either objectives or service level commitments with penalties for failure to perform. This model SLA utilizes a scorecard method for the Buyer level SLA and flat rate penalties for the State.

1. Buyer Level SLA

1.1 Purpose

The purpose of this addendum is to define service levels; penalties for the performance of the service levels; as well as provide the Buyer with a defined replacement process for equipment performing below expectations. This SLA does not implicate or involve lease related invoicing rather it involves equipment performance and maintenance issues.

1.2 Buyer Service Level Agreement

Contractor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Uptime	96% or Better
Average On-Site Response Time	4 Hours or Less
First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between Contractor and the State.

1.3 Calculation of Service Level Points

Once per quarter, upon written request by the Buyer, Contractor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart. These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter’s service and supplies billing (expressed as a negative %).

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average Uptime	98% or Higher	97.9% - 96%	95.9% - 94%	94.9% - 94%	93.9% or lower
Possible Points	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4

Average On-Site Response Time (in Hours)	4 or Less	4.1 – 5	5.1 - 6	6.1 - 7	7.1 or more
Possible Points	4	3	2	2	0
Limit	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
First Time Fix	80% or Higher	79.9% - 70%	69.9% - 60%	59.9% - 50%	Less than 50%
Possible Points	4	3	2	2	0

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Total Score	12 – 10	9 – 7	6 - 4	3 – 1	0
Penalty/Award as a percentage of quarterly service and supplies billings	0%	-2.5%	-3.0%	-3.5%	-4.0%

The penalty shall be awarded to the Buyer as a credit or by check on the following period's service and supplies invoice.

1.5 Equipment Performance

Contractor guarantees that the Buyer's fleet specified within any maintenance agreement, for units within the Urban service area, will average the monthly uptime as measured on a quarterly basis by product segment listed below.

Group	Devices	Segments	Quarterly Uptime
A	Copiers Black & White	All	95%
B	Copiers Color	All	95%
C	Wide Format Devices	All	95%
D	Printers (Color and Black & White)	All	95%
E	Digital Duplicators	All	95%

If any unit fails to maintain this level of performance for the monthly uptime, excluding service calls caused by operator error, provided Contractor has been given a ninety (90) day cure period, that unit will be subject to replacement at the Buyer's discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, Contractor will be allowed ninety (90) days to remedy any quality or reliability issues. The 95% uptime requirement shall not apply to devices whose uptime depends, in large part, on the operator's efficiency in replacing operator replaceable components.

Should Contractor determine that it cannot maintain a unit of Equipment or an Accessory in good working order, Contractor shall, at its own expense, replace such Equipment with another

unit of the same product designation as that Equipment (a "replacement unit") and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

The replacement unit will be in "as new" condition, both in operation and appearance. In addition, all warranties and maintenance coverage that applied to the removed unit will also apply to the permanent replacement equipment.

A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by The Ricoh WSCA Master Maintenance & Sale Agreement. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier's payment requirements.

1.6 Additional Vendor Obligations

- 1.6.1 **Training** – On-going training as requested by the Buyer to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support. .

To aid Buyer after the training session, Contractor will provide a manual for every device for reference purposes. In addition, Contractor will offer Quick Reference Guides and 24-hour toll-free end-user technical support for everyday minor troubleshooting.

- 1.6.2 **Loaner Unit/Backup Production** – If any unit is inoperable due to equipment malfunction for a period in excess of 72 hours, as determined solely by Contractor, Contractor shall provide the Buyer with either:

- i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or
- ii) Provide the Buyer with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Contractor . Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

- 1.6.3 **Invoicing** – Contractor shall maintain timely, accurate invoicing, less service run impressions, as defined below. The assigned copy machine operators, back-up personnel, and office personnel shall respond in a timely manner to the Contractor's e-mails, facsimiles, and phone calls in providing the readings. Receiving meters from Buyer is a necessary step in the process of generating a complete and accurate invoice. Invoices that are generated without receiving the proper meter read information, due to the Buyer's failure to provide such meter by the last day of the month, are not considered inaccurate. Failure on the Contractor's part to maintain the Service levels as defined in the table below shall result in a \$50.00 per instance credit on the following invoice, provided Buyer has provided written notice of any such alleged invoicing problem and Contractor has been allowed a 30 day cure period after such notice to address any such issue.

Measurable	Service Level
Timely Invoicing	Maintenance invoices will be submitted no later than the 25th of the month immediately following the close of a billing period.
Accurate Invoicing	Maintenance invoices do not require any credits for miss-billing
Service Impressions	Vendor will credit all service run impressions within the same billing cycle

2. Reporting and Billing

- 2.1 **Timely Reporting** – Contractor shall produce reporting for the Participating State within 30 days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the 30 day period.
- 2.2 **Timely Payment of Administrative Fees** – Contractor shall produce payment for any State Specific Administrative Fee within -60days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the 60 day period.
- 2.3 **Accuracy of Reporting** – The State may request, at any point, proof of the reporting accuracy through the data set supporting the reporting. If the State has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State's reasonable satisfaction; the State may require an audit by a third party whereby the Contractor will provide supporting documentation to allow such third party to confirm the accuracy of the reporting.. If errors are found, the Contractor must reimburse the State for the cost of the auditor as well as correcting any administrative fee errors provided, however, the Contractor shall not be required to reimburse the Buyer for any cost of the auditor to the extent such cost exceeds the amount of the administrative fee error.
- 2.4 **Accuracy of Billing** – The State may request, at any point, proof of the billing accuracy through the data set supporting the billing. If the State has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State's reasonable satisfaction; the State may require an audit by a third party whereby the Contractor will provide supporting documentation to allow such third party to confirm the accuracy of the reporting. If errors are found, the Contractor must reimburse the State for the cost of the auditor as well as correcting any billing errors provided, however, the Contractor shall not be required to reimburse the Buyer for any cost of the auditor to the extent such cost exceeds the amount of the billing fee error.
- 2.5 **Penalties** – All penalties under this, section two (2) of the Service Level Agreement, shall be payable to the State.
- 2.6 All other Service terms and conditions are set forth in the WSCA Master Maintenance & Sale Agreement, as included in Contractor's bid submission, and are incorporated by reference into this SLA. The remedies provided in this SLA are the Buyer's and State's sole and exclusive remedies for Contractor's failure to fulfill its obligations stated in this SLA