

RICOH

Product Schedule

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

Product Schedule Number: 60
Master Lease Agreement Number: OS858

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. F/K/A IKON Office Solutions, inc. ("We" or "Us") and County of Nueces, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the State and Local Government Master Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and Ikon Office Solutions. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

COUNTY OF NUECES				ELSA SAENZ			
Customer (Bill To)				Billing Contact Name			
901 LEOPARD ST				901 Leopard St. Rm 106			
Product Location Address				Billing Address (if different from location address)			
CORPUS CHRISTI	NUECES	TX	78401-3606	CORPUS CHRISTI	NUECES	TX	78401-3606
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		
361 888 0448			361 888 0458		elsa.saenz@co.nueces.tx.us		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
4	Ricoh MP 2555
1	Ricoh MP 3055
1	Ricoh MP 3555
1	Ricoh MP 4055
3	Ricoh MP 5055
1	Ricoh MP 6055
2	Ricoh MP 6503

Qty	Product Description: Make & Model
3	Ricoh MP 7503
1	Ricoh MP 9003

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
45	\$4,510.93	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1st Payment <input type="checkbox"/> 1st & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
 Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: Ricoh represents that this Product Schedule reflects pricing as detailed in TASB buyboard proposal & award #453-14. Parties acknowledge that there are two (2) originals of this document, one original for County record purposes to be filed with the County Clerk upon execution of both parties, the other original to be held by Ricoh. Document held with the County Clerk is not chattel paper and **THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO, is non-negotiable.**

CUSTOMER	Accepted by: RICOH USA, INC.
By: X Authorized Signer Signature	By: X Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____



CUSTOMER INFORMATION

Customer Legal Name	COUNTY OF NUECES	Date	
Contact Name	ELSA SAENZ	Phone	361 888 0426
Email	Elsa.saenz@co.nueces.tx.us	Fax	361 888 0458

LEASE AMENDMENT (this “Amendment”), dated above, to the lease agreements and/or product schedules associated with the equipment and contract numbers listed on Exhibit A attached to this Amendment and by this reference made a part of this Amendment (such lease agreements and/or product schedules collectively referred to as the “Existing Agreements” and each, an “Existing Agreement”; and such equipment/product collectively referred to as the “Existing Equipment”), in each case between Ricoh USA, Inc. (“we” or “us”) and Customer Legal Name stated above (“Customer” or “you”);

RECITALS

WHEREAS, prior to the date of this Amendment, the parties have entered into the Existing Agreements; and

WHEREAS, as of the date of this Amendment, the parties have entered or intend to enter into new lease agreements and/or product schedules (such new lease agreements and/or product schedules collectively referred to as, the “Replacement Agreements” and each, a “Replacement Agreement”) with respect to the Existing Equipment or equipment that would replace the Existing Equipment by adding, exchanging, or replacing such equipment (such Existing Equipment or new equipment subject to the Replacement Agreement(s) being herein collectively referred to as the “Replacement Equipment”); and

The parties wish to confirm the removal of the Existing Equipment and any payment changes that would occur under Existing Agreement(s) on the Effective Date (as defined below) of the Replacement Agreement(s).

NOW THEREFORE, in consideration of the foregoing premises, the parties, intending to be legally bound, hereby agree as follows:

- On the Effective Date (as defined below), the minimum payment(s) due and payable under the Existing Agreement(s) shall be modified to delete the portion(s) thereof attributable to the Existing Equipment as reflected on Exhibit A attached hereto and we hereby authorize you to return the Existing Equipment to Ricoh USA, Inc. (“Ricoh”) or our designee. As used in this Amendment, “Effective Date” means the delivery and acceptance date reflected in the delivery and acceptance certificate signed by you with respect to the Replacement Equipment under the Replacement Agreement(s). By signing below, you hereby confirm that we may retain any payments made by you for amounts owed on the Existing Agreement(s), including, without limitation, the portion(s) of the minimum payment attributable to the Existing Equipment as reflected on Exhibit A, through the Effective Date, regardless of when such payments were received by us.
- You authorize Ricoh or our designee to pick up and remove the Existing Equipment. By signing below, you confirm that Ricoh or our designee may rely on this request and the request will be governed by this Amendment. Except for the obligations of Ricoh or our designee to pick up and remove the Existing Equipment, neither Ricoh nor any of our designees assumes any obligation, payment or otherwise, under your lease agreement(s), which shall remain your sole responsibility through the Effective Date. As a material condition to the performance by Ricoh or our designee to pick up and remove the Existing Equipment, you hereby release Ricoh (or such designee) from, and shall indemnify to the extent allowed by law without establishing a sinking fund, defend and hold Ricoh (or such designee) harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in relation to your Existing Agreement(s).
- The parties hereby agree that if the Replacement Agreement(s) is not accepted by us for any reason whatsoever, then this Amendment shall be of no force or effect and the Existing Agreement(s) shall remain in full force and effect and you shall continue to lease the Existing Equipment for the remaining term of the Existing Agreement(s) in accordance with the terms and conditions of the Existing Agreement(s) and you will be liable for all payments and obligations under the Existing Agreement(s) including, without limitation, the portion(s) of the minimum payment attributable to the Existing Equipment as reflected on Exhibit A, for the entire term set forth therein.
- All capitalized terms used but not defined in this Amendment will have the meanings given to them in the Existing Agreement(s). Except to the extent modified by this Amendment, the terms and conditions of the Existing Agreement(s) will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Amendment, as of the date first written above.

CUSTOMER

Authorized Signature	
Printed Name	
Title	

RICOH USA, INC.

Authorized Signature	
Printed Name	
Title	



EXHIBIT A

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

Make	Model	Serial Number	Customer Nbr	Contract Id	Contact	Pick Up Address	Portion of Minimum Rent Payment	Refinance
			0		Elsa Saenz Phone:361 888 0426	901 LEOPARD ST CORPUS CHRISTI	\$0.00	No
RI	MP2852SP	W421LA00648	65524	OS858A54	Elsa Saenz Phone:361 888 0426	11408 LEOPARD ST CORPUS CHRISTI	\$137.37	No
RI	MP2852SP	W421LA00649	65524	OS858A54	Elsa Saenz Phone:361 888 0426	10110 COMPTON RD CORPUS CHRISTI	\$137.37	No
RI	MP2852SP	W421LA00577	65524	OS858A54	Elsa Saenz Phone:361 888 0426	901 LEOPARD ST CORPUS CHRISTI	\$137.37	No
RI	MP3352SP	W431LA00100	65524	OS858A54	Elsa Saenz Phone:361 888 0426	901 LEOPARD ST CORPUS CHRISTI	\$159.69	No
RI	MP3352SP	W431LA00341	65524	OS858A54	Elsa Saenz Phone:361 888 0426	901 LEOPARD ST CORPUS CHRISTI	\$159.69	No
RI	MP3352SP	W431LA00370	65524	OS858A54	Elsa Saenz Phone:361 888 0426	901 LEOPARD ST FL 8 CORPUS CHRISTI	\$159.69	No
RI	MP3352SP	C85083598	65524	OS858A54	Elsa Saenz Phone:361 888 0426	901 LEOPARD ST CORPUS CHRISTI	\$159.69	No
RI	MP4001SP	V7916000910	65524	OS858A54	Elsa Saenz Phone:361 888 0426	901 LEOPARD ST RM 116 CORPUS CHRISTI	\$186.04	No
RI	MP5001SP	V8016000515	65524	OS858A54	Elsa Saenz Phone:361 888 0426	2310 GOLLIHAR RD CORPUS CHRISTI	\$232.49	No
RI	MP5001SP	V8016000513	65524	OS858A54	Elsa Saenz Phone:361 888 0426	901 LEOPARD ST CORPUS CHRISTI	\$232.49	No
RI	MP6001	V6915900553	65524	OS858A54	Elsa Saenz Phone:361 888 0426	745 N PADRE ISLAND DR CORPUS CHRISTI	\$317.02	No
RI	MP6001	V6915900536	65524	OS858A54	Elsa Saenz Phone:361 888 0426	745 N PADRE ISLAND DR CORPUS CHRISTI	\$317.02	No
RI	MP6001	V6916000530	65524	OS858A54	Elsa Saenz Phone:361 888 0426	745 N PADRE ISLAND DR CORPUS CHRISTI	\$317.02	No
RI	MP6001	V6915800010	65524	OS858A54	Elsa Saenz Phone:361 888 0426	901 LEOPARD ST CORPUS CHRISTI	\$317.02	No
RI	MP7001	V7015900290	65524	OS858A54	Elsa Elsa Phone:361 888 0426	901 LEOPARD ST CORPUS CHRISTI	\$414.31	No

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EXHIBIT A

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

Make	Model	Serial Number	Customer Nbr	Contract Id	Contact	Pick Up Address	Portion of Minimum Rent Payment	Refinance
RI	MP7001	V7016000122	65524	OS858A54	Elsa Elsa Phone:361 888 0426	901 LEOPARD ST CORPUS CHRISTI	\$374.31	No
RI	MP9001	V7215300152	65524	OS858A54	Elsa Elsa Phone:361 888 0426	901 LEOPARD ST CORPUS CHRISTI	\$489.28	No

RICOH

ADDENDUM NUMBER SIXTY (60) MASTER SERVICE AGREEMENT

WHEREAS, Nueces County and Ricoh USA, Inc. (formerly known as IKON Office Solutions, Inc.) entered into a Master Service Agreement effective February 1, 2005 pursuant to a BuyBoard (cooperative purchasing program) award;

WHEREAS, Nueces County desires to avail itself of Ricoh's most recent award through the BuyBoard, Proposal and Award #453-14;

NOW, THEREFORE, for and in consideration and exchange of mutual covenants and conditions contained herein, Nueces County and Ricoh USA, Inc. agree this Addendum Number Sixty (60) ("Addendum") is effective as of the 1st day of May, 2017 ("Addendum Effective Date") and amends the Master Service Agreement dated the 1st day of February, 2005 ("Agreement"), by and between County of Nueces ("Customer") and Ricoh USA, Inc. ("Ricoh") as follows:

Ricoh currently provides certain Services to Customer as further described in the Agreement. Customer has requested, and Ricoh hereby agrees to modify the Agreement in accordance with the terms of this Addendum. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree that the Agreement shall be amended as follows:

1. By agreement of the parties, this Addendum Effective Date is the 1st day of May, 2017. As per the terms of Addendum 56 between the parties, the expiration date of this Agreement continues to be the 29th day of February, 2020 or until otherwise earlier terminated as set forth in the Agreement.
2. As of the Addendum Effective Date, the following terms of Exhibit B to the Agreement shall be modified as follows:

EXHIBIT B- MASTER SERVICE AGREEMENT - FEES

The Monthly Minimum Fee shall remain the same. Ricoh agrees to provide Services for the following base total Monthly Minimum Fee: \$18,116.43

COPY SERVICES

As part of the Monthly Minimum Fee listed above, Customer is entitled to use the number of monthly Base Images specified below:

		Base Images	Service Level
Convenience Fleet	Black & White	1,016,902	Gold
	Color	10,200	Gold

Overages shall be billed on a quarterly basis.
Black & White overages will be calculated at \$0.0052.
Color overages will be calculated at \$0.054.

3. As of the Addendum Effective Date, Exhibit C-1 to the Agreement shall be deleted in its entirety and replaced with Exhibit C-2 to the Agreement, attached hereto and incorporated herein.
4. As of the Addendum Effective Date, Exhibit D-1 to the Agreement shall be deleted in its entirety and replaced with Exhibit D-2 to the Agreement, attached hereto and incorporated herein.

All capitalized words used but not defined in this Addendum will have the meanings given to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect. Parties agree, except to the extent modified herein all terms and conditions of the Agreement are in effect as if set out word for word herein.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

COUNTY OF NUECES

RICOH USA, INC.

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

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

EXHIBIT C-2
MASTER SERVICE AGREEMENT – EQUIPMENT

Ricoh shall add the following equipment: Serviced Equipment:

Department	Location	Model	Serial
NUECES CO-JP PCT 1 - 3	11408 LEOPARD ST	MP2555	TBD
NUECES CO-CONSTABLE PRECINCT 2	10110 COMPTON RD	MP2555	TBD
NUECES CO-DISTRICT COURT #28	901 LEOPARD ST	MP2555	TBD
NUECES CO-SHERIFF'S MAG	901 LEOPARD ST	MP3055	TBD
NUECES CO-SHERIFF'S CID	901 LEOPARD ST	MP2554	TBD
NUECES CO-347TH/319th CT	901 LEOPARD ST FL 8	MP4055	TBD
NUECES CO-TAX OFFICE	901 LEOPARD ST	MP3555	TBD
NUECES CO-COURT ADMIN	901 LEOPARD ST RM	MP6503	TBD
NUECES CO-COURTATLAW #5	2310 GOLLIHAR RD	MP5055	TBD
NUECES CO-JAIL BOOKING 2	901 LEOPARD ST	MP6503	TBD
COUNTY OF NUECES STX	745 N PADRE ISLAND DR	MP7503	TBD
COUNTY OF NUECES STX	745 N PADRE ISLAND DR	MP6055	TBD
COUNTY OF NUECES STX	745 N PADRE ISLAND DR	MP5055	TBD
NUECES CO-HUMAN RESOURCES	901 LEOPARD ST	MP5055	TBD
NUECES CO-AG EXTENSION	710 E. MAIN, ROBSTOWN	MP7503	TBD
NUECES CO-JAIL BOOKING	901 LEOPARD ST	MP7503	TBD
NUECES CO-AUDITORS	901 LEOPARD ST	MP9003	TBD

Ricoh shall move the following equipment to another County location:

Department	Location	Model	Serial	New Location
NUECES CO-COURT ADMIN	901 LEOPARD ST	MP3054	C85116377	JP PCT 1-1

Ricoh shall remove the following equipment: Serviced Equipment:

Department	Location	Model	Serial
NUECES CO-JP PCT 1 - 3	11408 LEOPARD ST	MP2852SP	C14115520
NUECES CO-CONSTABLE PRECINCT 2	10110 COMPTON RD	MP2852SP	C14115516
NUECES CO-DISTRICT COURT #28	901 LEOPARD ST	MP2852SP	C14115517
NUECES CO-SHERIFF'S MAG	901 LEOPARD ST	MP3352SP	C14115498
NUECES CO-SHERIFF'S CID	901 LEOPARD ST	MP3352SP	C14115500
NUECES CO-347TH/319th CT	901 LEOPARD ST FL 8	MP3352SP	C14115499
NUECES CO-TAX OFFICE	901 LEOPARD ST	MP3352SP	C85083598
NUECES CO- JP PCT 1-1	901 LEOPARD ST RM 116	MP4001SP	C14115542
NUECES CO-COURT AT LAW #5	2310 GOLLIHAR RD	MP5001SP	C14115487
NUECES CO-JAIL BOOKING 2	901 LEOPARD ST	MP5001SP	C14115488
COUNTY OF NUECES STX	745 N PADRE ISLAND DR	MP6001	C14115470
COUNTY OF NUECES STX	745 N PADRE ISLAND DR	MP6001	C14115471
COUNTY OF NUECES STX	745 N PADRE ISLAND DR	MP6001	C14115472
NUECES CO-HUMAN RESOURCES	901 LEOPARD ST	MP6001	C14115473
NUECES CO-AG EXTENSION	710 E. MAIN, ROBSTOWN	MP7001	C14115663
NUECES CO-JAIL BOOKING	901 LEOPARD ST	MP7001	C14115492
NUECES CO-AUDITORS	901 LEOPARD ST	MP9001	C14115469

Statement of Work

Created for Nueces County

AutoStore Implementation

Omar Sahadi
Advanced Workflow Specialist

02/28/17



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APPENDIX21

Proprietary & Confidential Information

The enclosed materials are proprietary to RICOH USA, INC. ("Ricoh"), and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. Notwithstanding any terms to the contrary, Ricoh understands and acknowledges that Customer is a government agency of the State of Texas and subject to the provisions of the Texas Public Information Act, Chapter 552, *Texas Government Code*. Nothing in this SOW shall be construed to prevent or restrict Customer from full compliance with such Act. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh. Notwithstanding the foregoing, Ricoh grants Customer permission to submit these materials to its governing body for approval and to include such materials on its agenda and subsequently its internet website.

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Introduction

RICOH USA, INC. ("Ricoh") has prepared the following Statement of Work ("SOW") to detail services for the **Autostore Implementation** project (the "Project") at Nueces County ("Customer").

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

Project Objective

The main objective of this project is to install and configure AutoStore at the Customer location to provide advanced scanning to:

- Install and configure a total of (17) seventeen AutoStore Licenses on Ricoh MFP devices as reflected on Product Schedule No. 60.
- Automate the basic process of scanning, naming, and routing client files to a specified destination folder within a folder structure on a Windows network share.
- Provide OCR functionality for scanning files to output as MS Word and Searchable PDF.

Project Scope

Services included in the project scope

The following functions and deliverables will be fulfilled within the scope of the project. See below under "Services Detail" for a complete description of these tasks.

1. Discovery
2. Design
3. Planning
4. Implementation
5. Support

Services Excluded from the Project Scope

This Project does not cover the following functions or deliverables.

- Network sizing, capacity analysis, and performance considerations
- Advanced, automated workflow
- Integration with a Line of Business application(s)
- Custom coding or programming
- Back-file conversion services
- Integration of faxing
- Data Migration
- Development of document form types other than those discussed in preliminary analysis and approved during the Requirements Gathering portion of this Project

Customer Location

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

901 Leopard St

Corpus Christi, TX 78401

Services Detail/Project Scope

The following are the services and tasks that Ricoh will provide in fulfillment of the defined deliverables (the “Services”) of this project described in this SOW. Ricoh shall provide the Services at the Customer location set forth herein or on a remote basis. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates.

1. Project Management

Ricoh will provide a Project Manager to coordinate the delivery and integration of Ricoh components of the solution. The responsibility of the Project Manager will be as follows: Deliver and review SOW with Customer.

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

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

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

2. Discovery

If they have not already done so, Ricoh’s project team may request preliminary surveys from Customer end users, IT personnel, and/or management, to gather preliminary business and technical requirements. While much of this information may have been shared during presales discussions, it is important for Customer to provide, in writing, the needs, goals, and benchmarks requested in these surveys. This will ensure that all requirements and expectations are accurately communicated from project launch to completion. It will also assist Ricoh in ensuring the Discovery is properly planned and executed.

We will identify:

- Basic stages and roles for the implementation

- User requirements and security policies
- Network infrastructure configurations in place for deployment

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

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

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

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

3. Design

Ricoh and Customer project team members will jointly gather, develop, and finalize the technical requirements for the solution. These requirements will be translated into a Technical Design Document. Ricoh will also provide Change Orders for the addition of any previously unforeseen requirements and customization's not included when time estimates provided prior to the completion of the Design phase were prepared.

Topics for Design Phase:

- Review and analyze the workflow, logistic, environmental, and technical requirements for this project.
- Validate the preliminary requirements and configurations defined in this SOW.
- Define any previously ambiguous or newly discovered requirements outside the basic implementation scope
- Transcribe requirements into concise Design documents.
- Develop a preliminary, high-level implementation timeline (detailed schedule and Project Plan to be developed as part of Planning Phase).

The Design documents may include some or all of the following:

Deliverables: Flow chart or map of anticipated workflow
System configurations
Final budget estimate for the remainder of the project if additional configurations are required outside the basic implementation scope
Change Order(s) (if applicable, if final estimates are different than the estimates originally provided as part of this SOW)

Checkpoint: Customer will sign off on the Technical Design documents, Change Order(s) if applicable, and approve commencing the Planning Phase of the project.

4. Planning

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

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

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

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

5. Implementation

Ricoh Development and Unit Testing

Ricoh will first develop and test Autostore with all basic functional requirements outlined in the Project Objective section of this SOW and the Design documents which may be on or off site prior to production phase deployment.

The following are the services and tasks, which Ricoh will provide in fulfillment of the defined objective of this project. Ricoh will install AutoStore and configure system to allow Customer to scan to a network folder and email as detailed below.

The scope of this project is to include the following services for the specified setup:

- Install AutoStore on customer provided server exceeding the minimum specs provided in the appendix.
 - Customer must join computer to domain
 - Customer must provide service account login
 - Customer must provide antivirus software for server
- Push out AutoStore embedded client to 17 Ricoh MFP Devices
- Configure AutoStore to provide scan-to-folder functionality
- Configure AutoStore to provide scan to email functionality
- Configure AutoStore to provide scan-to-Office for OCR functionality.

- Testing of all system components for functionality and interoperability using a test script developed and approved by Ricoh.

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

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

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

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

Training and Documentation

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

- User Training:
 - Provide three (3) onsite or virtual train the trainer sessions for up to five to seven (5-7) users one (1) hour per session max. (This will need to be a mix of users across all 16 sites so there at least 1 (one) trained “champion” per site.)
- Administrative Training
 - One (1) training session and system structure knowledge-transfer will be conducted with network administrators or other assigned Customer staff for up to 2 Admin and/or IT Staff for up to 2 hours
 - System configuration documentation will be delivered to the technical administrators as reference points.

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

Deliverables: Ricoh will conduct “Train the Trainer” sessions for basic functionality as stated in the Project Objective section.

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

User Acceptance Testing

The primary purpose of User Acceptance Testing (UAT) is for Customer to test the entire solution from a functional standpoint in order to verify that all the features documented are working as specified in the Design documents. User Acceptance Testing is the primary responsibility of Customer. To achieve this, Customer will test the solution in a real-life environment either in or parallel to the current production environment for a period not to exceed three (3) business days. The UAT time period will begin directly

after the Training and Documentation phase has completed. Customer is responsible for creating the UAT plan. Ricoh will provide local Integrator support to Customer during the UAT period. UAT support for any new functionality or desired enhancements outside of the Design documents will be handled with the established change control procedure.

Testing should include:

- Using the scan to email
- Using scan to network share folder
- Scan to Microsoft Word

All issues should first be reported to Customer's internal contact for analysis or escalation to the Ricoh Project Manager via the UAT Issue Log, which will be provided prior to the start of the UAT period. Ricoh will respond to all requests either onsite or offsite, as appropriate, to resolve any issues. After the period of three (3) business days, Ricoh will request signoff of the project and the client will be transitioned to the Ricoh client support desk for on-going support requests.

Ricoh will assist UAT as follows:

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

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

Checkpoint: Customer SD&A signoff on completion of User Acceptance Testing.

6. Support

Provided that Customer has current support coverage in place with the applicable third party software manufacturer ("Software Manufacturer") and paid the applicable maintenance fees, Ricoh shall provide Customer with the following technical support for the following software: Nuance Autostore (Previously NSI) ("Software"). Customer will place a call to the Ricoh Customer Support Desk ("CSD") at 1-888-424-1573 or 1-800-706-4566 any time from 8 am to 8 pm EST, Monday through Friday. There is no limit on the number of times Customer can call, and no other "per-call" or "per-minute" charges. The Ricoh CSD will log the call and attempt to provide Level 1 Support (described below) over the phone. If onsite assistance is required, then the Ricoh CSD will contact the local Ricoh Area team and notify them of the request. The local Ricoh Area team will contact Customer and dispatch an Analyst if applicable.

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

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

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

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

Software Maintenance Coverage

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

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

Not Covered by Annual Software Maintenance

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

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

Customer Roles and Responsibilities

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

Project Lead

Customer will provide a designated Project Manager who will:

- Assist with the development of the overall Project Plan/Timeline and/or implementation schedule.
- Escalate issues to senior management for resolution.
- Conduct project meetings; and prepare meeting minutes and status reports as necessary.

- Assist with the change control procedure for those tasks that are outside the scope of the services defined in this SOW and the Design documents, including obtaining authorized signatures for Change Orders.
- Obtain the required authorized signoffs at the completion of the RICOH deliverables.

System Administrator

Customer will designate a System Administrator who will:

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

Technical Support

Customer will designate a Technical Support person who will:

- Provide RICOH with system access and participate in the software installation.
- Provide RICOH with LAN access and participate in the PC workstation software configuration, if necessary.
- Execute appropriate backups of the development, test, and production environments.
- Ensure appropriate virus protection is enabled throughout the project.
- Provide ongoing technical support for the various software components.
- Be available for training as specified in the project plan.

Facility availability

Customer will also arrange the following:

- Provide a workspace for the RICOH project team with a telephone and the appropriate system access for installation, setup, and testing.
- Make available a meeting room with projector and white board (or flip chart) for the training sessions, if necessary.
- Order the necessary supplies as required during the project.

Customer General Responsibilities

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

- Customer will provide a single point of contact for project coordination with RICOH.
- Customer signoff of each phase and milestone as requested before commencement of another phase or milestone.
- Customer will provide security clearance and access to facilities, as required. This includes badges, passwords, access cards, and parking privileges.
- Customer will provide any necessary passwords for network, domain, Internet, and server access to our technical resources.
- Customer will ensure the network is in proper working order in a stable environment.

- Customer will have all infrastructure components (server(s), switches, hubs, routers, etc.) installed and functioning prior to workstation installation.
- Customer will ensure all of the existing workstations are in proper working order in a stable environment.
- Customer will ensure any additional cable points required are in place and functioning as per manufacturer specifications.
- Customer will ensure purchase orders are issued in a timely manner, to ensure that hardware and software (if required) will be obtained before the commencement of any phase.
- Customer understands any hardware or software not available may delay the timetable for the project.
- Customer will inform RICOH if there is an equipment delay.
- Customer understands no configuration outside of the requirements for the product being installed will be performed.
- Customer will ensure hardware and software provided to RICOH that was not purchased from RICOH is free from defects and is in working order.
- Customer understands if hardware is defective, there may be a time delay while the equipment is replaced.
- Customer will provide the necessary power and access to power sources for all equipment during the installation.
- Customer will be responsible for configuration of all remote end user's personal computers outside of the designated home locations.
- Customer has performed a complete and verified backup prior to the start of any phase of the project.
- Customer will ensure accuracy of data/information supplied to RICOH.
- Customer understands that RICOH relies on immediate clarification and resolution regarding the integrity of data/information supplied to RICOH.
- Customer will manage the demands of other business endeavors at the implementation site(s).
- Customer will provide a list of key resources for areas affected by the project to the RICOH Project Manager prior to the project kickoff, including: Name, Title, Responsibility, Phone, and E-mail wherever possible.
- Customer will provide any and all training not listed in this SOW to the end users.

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

Other Customer Responsibilities

The successful completion of the Services depends on the full cooperation and participation of Customer. RICOH's performance, and all timelines and Fees are dependent upon the availability, completeness and accuracy of necessary information and data; the availability of key personnel, and upon Customer's timely and effective performance of its responsibilities hereunder. Delays,

inaccuracies or omission in the performance of these responsibilities may result in additional charges and/or delay of the completion of the Project, and may incur additional charges pursuant to the change order provisions hereof. Customer shall be responsible for and agrees to:

- Provide RICOH with access to, and agree that RICOH may rely upon the accuracy, timeliness and completion of, all necessary internal Customer data, including but not limited to reports, current analysis documents and other information Customer supplies as needed to define technical requirements (if applicable).
- At no charge to RICOH, provide RICOH with such access to its facilities, networks, software and systems as may be reasonably necessary for RICOH to perform the Services. Where RICOH requires on-line or remote access to Customer's systems in order to provide the Services, Customer shall provide appropriate communication software and/or establish dedicated connections with RICOH. Customer agrees that if access to Customer's systems requires a separate agreement, such agreement is subject to the limits of liability of this SOW.
- Assign a dedicated internal project manager with full decision making authority, and to coordinate and make reasonably available its technical personnel, managers and other employees necessary to facilitate RICOH's performance of the Services.
- Fully cooperate and ensure that all "responsibilities", "requirements" or "assumptions" set forth in the SOW have been satisfied.
- Define its own business objectives and requirements relevant to the Services.
- Timely meet any deadlines for actions or decisions, including the review and acceptance all deliverables.
- Provide all training for its users with respect to the Services except as specifically provided by RICOH herein.
- If this SOW is dependent upon the availability of certain hardware, software, data or documentation, Customer agrees to cause those items to be available, installed, configured and operational in advance of commencement of the Services.
- Obtain all "Required Consents" that are necessary for RICOH's performance of the Services. A "Required Consent" means any consent, license, permit or approval required to give RICOH the right or license to access, use and/or modify the hardware, software, firmware and other products owned or used by Customer, without infringing the ownership or license rights (including patent and copyright) of the third party providers or owners of such products.
- Not use the Services for any unlawful purpose. Without limiting the foregoing, Customer shall not use the Services to (i) invade another person's privacy; post, transmit or disseminate material that is obscene, profane, pornographic, abusive, defamatory or otherwise offensive or objectionable, (ii) achieve unauthorized access to any computer systems, software, data, or any confidential or proprietary material of any other person, without the knowledge and consent of such person, (iii) upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material that is protected by copyright, or other proprietary right, without obtaining permission of the copyright owner or right holder, or (iv) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the use of any Service or the Internet, including, without limitation, posting or transmitting any information or software that contains a virus or other harmful or debilitating feature.
- Be solely responsible for the selection of the Services and deliverables that meet its needs. Customer is solely responsible for the results obtained from the use of the Services and deliverables, including Customer's decision to implement any recommendation concerning Customer's business practices and operations. RICOH is not responsible for performing Customer's regulatory or management obligations; is not responsible for determining the requirements of laws applicable to Customer's business, including those relating to Services that

Customer acquires under this SOW; and is not responsible for determining that RICOH's provision of particular Services meets the requirements of such laws.

- Be solely responsible for (i) the selection and implementation of procedures and controls regarding access, security, virus protection, encryption, use and transmission of data, (ii) any data and databases entailed in the Services or any deliverable, and (iii) backup and recovery of any database and any stored data to prevent data loss due to any cause.

Completion Criteria

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

- Ricoh completes the Services described in this SOW.
- This SOW is terminated in accordance with Section 2 of the Terms and Conditions.

Change Control

Changes to the scope of the Services shall be made only in a written Change Order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. The following list provides a detailed process to follow if changes to components within the scope of this SOW are required.

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

Project Assumptions

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

- All Services will be performed at Customer's site or offsite by Ricoh's technical resources, as agreed by Ricoh and Customer.
- All discussions of Project duration are dependent upon a timely reception of requisite POs and other Customer-generated paperwork necessary to launch the Project or move forward to the next phase.

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- Resources can only be allocated and scheduled once a copy of the signed SOW is received by Ricoh.
 - While scheduling changes do not generally result in a billable change of scope, they could affect the availability of resources for both Ricoh and Customer and delay the completion of the Project.
 - Customer will provide reasonable timely remote access to perform remote sessions for software rollout.
 - Nuance is to not be installed on a domain server or a server running mission critical applications such as but not limited to: Exchange Servers, Fax Servers, Accounting Application Servers, etc.
 - Services provided by Ricoh or its subcontractors will be provided during normal business hours (8:00 am to 5:00 pm Central Time Zone) Monday through Friday excluding County recognized holidays. Services provided outside of Ricoh standard business times and hours will be considered out of scope and will be handled as a change order at Ricoh's then standard time and materials rate (as of October 2016 such rate is \$185.00 per hour) if Customer requests it.
 - Ricoh has included Services for documentation based on Ricoh's standard RMF methodology. Ricoh has based the documentation Services on the use of Ricoh templates and standard content typically delivered by Ricoh for project implementations.

Professional Services Fees

This is a Fixed Fee engagement. The total *value* for the Professional Services Fees shall be \$3,485.00.

*Customer acknowledges and agrees that the Professional Services Fees under this SOW have been established by Ricoh and **are included in the lease payment** set forth in the Lease Agreement between Customer and Ricoh Financial Services **or another third party lessor, as applicable.***

Any changes to this SOW will require a Change Order executed and agreed upon by both parties. Ricoh cannot perform work outside of the scope of this SOW without an authorized Change Order signed by Customer.

Payment Schedule

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

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Terms & Conditions:

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

1. On-Site Security; Insurance. While on Customer's premises, Ricoh will comply with Customer's reasonable workplace safety and physical security processes and procedures provided by Customer in writing prior to performance of the Services. Ricoh certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this SOW. Upon request, Ricoh agrees to deliver evidence of such insurance coverage.
2. Term; Termination. Upon signature by both parties, this SOW shall become effective on the Effective Date and shall continue for the forty five (45) month term of the Product Schedule No. 60. The obligations of the parties under this SOW that by their nature would continue beyond expiration, termination or cancellation of this SOW shall survive any such expiration, termination or cancellation.
3. Limited Warranty for Services; Limitation of Liability. Ricoh warrants that it will perform the Services (i) in a good and workmanlike fashion, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. Customer must report any defects in the Services in writing within thirty (30) days of performance of such Services in order to receive warranty remedies. Ricoh's entire liability, and Customer's exclusive remedy for any breach of this limited warranty shall be Ricoh's reasonable effort to perform corrective work or, if the Services still cannot be completed after commercially reasonable efforts to do so, a refund to Customer of a prorated amount of the Fees and charges attributable to the defective Services. Except as provided above, THE SERVICES, WORK AND DELIVERABLES ARE PROVIDED "AS IS." EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, RICOH DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF UTILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. FURTHERMORE, RICOH DOES NOT WARRANT THAT ALL DEFECTS WILL BE CORRECTED, OR THAT ANY SERVICES, PRODUCTS OR PROGRAMS SUPPLIED, INSTALLED OR CONFIGURED BY US WILL OPERATE ON AN UNINTERRUPTED OR ERROR FREE BASIS, OR SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SYSTEM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES, THIS SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR

SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

4. IP Matters; Software Licenses; Export Compliance.

a. Ownership of IP Rights. Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant Fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in this SOW or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by Ricoh for Customer in connection with the Services ("Contract Property"). Ricoh shall retain all ownership rights to the Contract Property. For purposes of clarity this SOW and the foregoing license relates to the professional services only, and ***software programs shall not be deemed to be deliverables or "Services"***. All licensing for Ricoh or third party software shall be as provided in subsection (b), below.

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

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

5. Confidentiality and Non-Solicitation.

a. Confidentiality. Except for purposes of this SOW, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from the Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not

disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Notwithstanding the foregoing, 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, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates.

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

6. General. This SOW represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Only a Change Order in writing executed by authorized representatives of both parties may amend this SOW. Any purchase order, service order or other Customer ordering document will not modify or affect this SOW, nor have any other legal effect. All equipment is purchased or leased by Customer pursuant to a separate agreement and are separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. This SOW may not be transferred or assigned by Customer without the prior written consent of Ricoh. This SOW shall be interpreted in accordance with the substantive laws of the State of Texas, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance, or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. The parties hereby acknowledge that this SOW may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party.

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

RICOH PRELIMINARY REVIEW

Preliminary Review Signature - Approval (Branch Management – SrMoD)	Name and Title	Date

CUSTOMER ACCEPTANCE

Authorized Signature	Name and Title	Date

RICOH ACCEPTANCE

Authorized Signature (MI, SrMoD, MVP or Higher)	Name and Title	Date

PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.

Appendix (If applicable)

Server to exceed these minimum specs:

1. Memory: 2 – 4 GB
2. Hard Disk Space: 40+ GB Free Space
3. Network Card: NIC
4. Supported Server OS:
5. Windows Server 2012
 - Windows Server 2008 R2 SP1
 - Windows Server 2008 (32\64 bit) — with the latest service pack
 - Windows Server 2003 R2 (32\64 bit) — with the latest service pack
 - Windows Server 2003 (32 bit) — with the latest service pack
 - Windows 8 (32\64 bit) Professional
 - Windows 7 (32\64 bit) Professional

Specific operating system variants (such as Professional, Standard, or Enterprise) are supported except for Small Business Server / domain controllers.

Client:

- Windows XP Professional with the latest service pack
- Windows 7 (32\64 bit) Professional
- Windows 8.0 Pro (32\64 bit)

6. Browsers:

- Internet Explorer 8.0 or greater
- Firefox 4.0 or greater
- Google Chrome 10.0 or greater

7. Database management:

- Microsoft SQL Server Express (32 bit)
- Microsoft SQL Server 2005
- Microsoft SQL Server 2008 (32 and 64 bit)

8. Supported Framework:

- Microsoft .NET Framework 3.5
- Microsoft .NET Framework 4.0