



**RICOH**  
Ricoh USA, Inc.  
300 Eagleview Blvd. Suite 200  
Exton, PA 19341

Number: \_\_\_\_\_

This Image Management Plus Agreement (this “Agreement”) has been written in clear, easy to understand language. Please take time to review the terms. When we use “Customer,” “you” or “your,” we are referring to you, our Customer. When we use “we,” “us” or “our,” we are referring to Ricoh USA, Inc. (“Ricoh”) or, if we assign this Agreement pursuant to Section 3 below, the Assignee (as defined below). Our corporate office is located at Ricoh USA, Inc. 300 Eagleview Blvd. Suite 200 Exton, PA 19341 .

**CUSTOMER INFORMATION**

EFFINGHAM COUNTY BOARD OF COMMISSIONERS				MARK BARNES			
Customer (Bill To)				Billing Contact Name			
804 S Laurel ST				804 S LAUREL ST			
Product Location Address				Billing Address (if different from location address)			
SPRINGFIELD	EFFINGHAM	GA	31329-6816	SPRINGFIELD	EFFINGHAM	GA	31329-9235
City	County	State	Zip	City	County	State	Zip
Fed Tax ID 586000821	Billing Contact Telephone Number (912)754-2143			Billing Contact Facsimile Number	Billing Contact Email Address mbarnes@effinghamcounty.org		

**PRODUCT/EQUIPMENT DESCRIPTION (“Product”)**

Qty	Product Description: Make& Model	Street Address/City/State/Zip
1	RICOH IM2500A CONFIGURABLE PTO MODEL	700 N PINE ST SPRINGFIELD GA31329-5088 US
1	RICOH IM2500A CONFIGURABLE PTO MODEL	700 N PINE ST SPRINGFIELD GA31329-5088 US
1	RICOH IM3500A CONFIGURABLE PTO MODEL	307 GA HIGHWAY 119 S SPRINGFIELD GA31329-3084 US
1	RICOH IM3500A CONFIGURABLE PTO MODEL	284 GA HIGHWAY 119 S SPRINGFIELD GA31329-3081 US
1	RICOH IM3500A CONFIGURABLE PTO MODEL	901 N PINE ST SPRINGFIELD GA31329-4520 US
1	RICOH IM3500A CONFIGURABLE PTO MODEL	700 N PINE ST SPRINGFIELD GA31329-5088 US
1	RICOH IM3500A CONFIGURABLE PTO MODEL	700 N PINE ST SPRINGFIELD GA31329-5088 US
1	RICOH IM3500A CONFIGURABLE PTO MODEL	700 N PINE ST SPRINGFIELD GA31329-5088 US
1	RICOH IM3500A CONFIGURABLE PTO MODEL	500 W 1ST ST SPRINGFIELD GA31329-3184 US
1	RICOH IM3500A CONFIGURABLE PTO MODEL	500 W 1ST ST SPRINGFIELD GA31329-3184 US
1	RICOH IM370F CONFIGURABLE PTO MODEL	128 NEW STILLWELL RD SPRINGFIELD GA31329-4638 US
1	RICOH IM370F CONFIGURABLE PTO MODEL	321 GA HIGHWAY 119 S SPRINGFIELD GA31329-3084 US
1	RICOH IM370F CONFIGURABLE PTO MODEL	700 N PINE ST SPRINGFIELD GA31329-5088 US
1	RICOH IM6000 CONFIGURABLE PTO MODEL	321 GA HIGHWAY 119 S SPRINGFIELD GA31329-3084 US
1	RICOH IM6000 CONFIGURABLE PTO MODEL	700 N PINE ST SPRINGFIELD GA31329-5088 US
1	RICOH IM6000 CONFIGURABLE PTO MODEL	502 W 1ST ST SPRINGFIELD GA31329-3184 US
1	RICOH IM6000 CONFIGURABLE PTO MODEL	502 W 1ST ST SPRINGFIELD GA31329-3184 US
1	RICOH IMC2510 CONFIGURABLE PTO MODEL	804 S LAUREL ST SPRINGFIELD GA31329-9235 US
1	RICOH IMC3510 CONFIGURABLE PTO MODEL	804 S LAUREL ST SPRINGFIELD GA31329-9235 US
1	RICOH IMC3510 CONFIGURABLE PTO MODEL	804 S LAUREL ST SPRINGFIELD GA31329-9235 US
1	RICOH IMC3510 CONFIGURABLE PTO MODEL	181 RECYCLE WAY GUYTON GA31312 US
1	RICOH IMC3510 CONFIGURABLE PTO MODEL	1171 GA HIGHWAY 119 N SPRINGFIELD GA31329-4219 US
1	RICOH IMC3510 CONFIGURABLE PTO MODEL	804 S LAUREL ST SPRINGFIELD GA31329-9235 US
1	RICOH IMC3510 CONFIGURABLE PTO MODEL	804 S LAUREL ST SPRINGFIELD GA31329-9235 US
1	RICOH IMC3510 CONFIGURABLE PTO MODEL	804 S LAUREL ST SPRINGFIELD GA31329-9235 US
1	RICOH IMC3010 CONFIGURABLE PTO MODEL	285 FIRST STREET EXT SPRINGFIELD GA31329-3557 US
1	RICOH IMC4510 CONFIGURABLE PTO MODEL	804 S LAUREL ST SPRINGFIELD GA31329-9235 US
1	RICOH IMC6010 CONFIGURABLE PTO MODEL	808 GA HIGHWAY 119 S SPRINGFIELD GA31329-3014 US
1	RICOH IMC6010 CONFIGURABLE PTO MODEL	804 S LAUREL ST SPRINGFIELD GA31329-9235 US
1	RICOH IMC300F CONFIGURABLE PTO MODEL	109 GOSHEN COMMERCIAL PARK DR RINCON GA31326-5577 US
1	RICOH IMC3510 CONFIGURABLE PTO MODEL	1750 GA HIGHWAY 21 S SPRINGFIELD GA31329-5205 US
1	RICOH IMC300F CONFIGURABLE PTO MODEL	804 S LAUREL ST SPRINGFIELD GA31329-9235 US

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency
60	\$6,462.45	MONTHLY

Guaranteed Minimum Images*°		Cost of Additional Images°		Meter Reading/Billing Frequency
Black/White	Color	Black/White	Color	QUARTERLY
100000	25000	0.006	0.035	

\* Based upon Minimum Payment Billing Frequency  
 ° Based upon standard 8 ½” x 11” paper size. Paper sizes greater than 8 ½” x 11” may count as more than one image.

**ADDITIONAL PROVISIONS** (list here, if any):

Sales Tax Exempt:    Y                      YES (Attach Exemption Certificate)                      Customer Billing Reference Number(P.O. #, etc.)

Addendum(s) attached:

**AUTHORIZED SIGNER**  
**THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

<b>CUSTOMER</b>  By: <b>X</b> _____ <div style="text-align: center;"><i>Authorized Signer Signature</i></div> Printed Name: _____  Title: _____ Date: _____		<b>Accepted by: RICOH USA, INC.</b>  By: _____ <div style="text-align: center;"><i>Authorized Signer Signature</i></div> Printed Name: _____  Title: _____ Date: _____	
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**TERMS AND CONDITIONS**

- Use of Equipment; Term. You agree to use the equipment listed above (“Equipment”) and pay the sums described above. **THIS AGREEMENT IS UNCONDITIONAL AND NON-CANCELABLE.** You agree to use this Equipment for the Minimum Term indicated above. You agree that the Equipment will be used solely for lawful business purposes and not for personal, family, or household purposes and the “Equipment Location” is a business address. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the “Software.” The manufacturer of the tangible Equipment shall be referred to as the “Manufacturer.” Our signature below will indicate our acceptance of this Agreement.
- Location of Equipment. You will keep the Equipment at the Equipment Location. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment.
- Ownership of Equipment; Assignment. We are the sole owner and titleholder to the Equipment (except for any Software). You will keep the Equipment free of all liens and encumbrances. **YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT** (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Equipment and/or this Agreement without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the “Assignee”) will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set-offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement (as defined below) you have entered into with a Servicer (as defined below) will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Equipment and that you have selected the Manufacturer, the Servicer and the Equipment based on your own judgment.
- Software or Intangibles. To the extent that the Equipment includes Software, you understand and agree that we have no right, title or interest in the Software and you will comply throughout the term of this Agreement with any license and/or other agreement (“Software License”) entered into with the supplier of the Software (“Software Supplier”). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date (as defined below).
- Taxes and Origination Fee. In addition to the payments under this Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment. If we are required to file and pay property tax, you agree at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sum includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the term of this Agreement. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a “Property Tax Administrative Fee” in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of this Agreement, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of this Agreement to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of this Agreement and not as a lump sum at inception of this Agreement, then you agree to pay us a “Sales Tax Administrative Fee” equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us. In connection with this Agreement, you agree to pay us an origination fee of \$75.00 on the first payment date.
- Uniform Commercial Code (“UCC”) Filing. To protect our rights in the Equipment in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of

this Agreement as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

7. **Warranties.** We transfer to you, without recourse, for the term of this Agreement, any written warranties made by the Manufacturer or the Software Supplier with respect to the Equipment. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE EQUIPMENT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE EQUIPMENT MADE TO YOU. WE MAKE NO WARRANTY, EXPRESS, OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU RENT THE EQUIPMENT "AS-IS."
8. **Maintenance of Our Equipment.** You agree to install (if required), use and maintain the Equipment in accordance with Manufacturers' specifications and to use only those supplies which meet such specifications. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear.
9. **Indemnity, Liability and Insurance.** To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Equipment, except to the extent caused by our gross negligence or willful misconduct. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. You are responsible for any theft of, destruction of, or damage to the Equipment from any cause at all, whether or not insured, from the time of Equipment delivery to you until it is delivered to us at the end of the term of this Agreement. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value, and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such coverage in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Equipment. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Equipment and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Agreement until the payment obligations are fully satisfied.
10. **Renewal and Return of Equipment.** AFTER THE MINIMUM TERM OR ANY EXTENSION, THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE EQUIPMENT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 10. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (x) you with a legally enforceable option to extend or renew the terms of this Agreement, or (y) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of this Agreement, you will immediately return the Equipment to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses and will insure the Equipment for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under this Agreement, until the Equipment is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment rented by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Equipment will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
11. **Payments.** Payments will begin on the Equipment delivery and acceptance date ("Effective Date") and the first payment will be due in arrears thirty (30) days after the Effective Date or such later date as we may designate. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not received within ten (10) days of its due date, you agree to pay a one-time late charge of 5% or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay all shipping and delivery costs associated with the ownership or use of the Equipment, which amounts may be included in your payment or billed separately. You also agree to pay \$25 for each check returned for insufficient funds or any other reason. You agree that you will remit Payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of Payment for this Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit Payments to us. The Minimum Payment and the Cost of Additional Images will not increase during the Minimum Term. Upon the expiration of the Minimum Term, the Minimum Payment and the Cost of Additional Images, at Ricoh's option, will be increased annually by an amount equal to 7.5% of the Minimum Payment or Cost of Additional Images then in effect (but not to exceed the maximum amount allowed by applicable law).
12. **Default and Remedies.** Each of the following is a "Default" under this Agreement: (a) you fail to pay any amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Agreement is false or incorrect and/or you do not perform any of your other obligations under this Agreement and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets. If a Default occurs, we have the right to exercise any and all legal remedies available to us by applicable laws, including those set forth in Article 2A of the UCC. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A OF THE UCC AGAINST US (BUT NOT AGAINST THE MANUFACTURER). Additionally, we are entitled to all past due payments, and we may accelerate and require you to immediately pay us the future payments due under the Agreement present valued at the discount rate of 3% per year to the date of default plus the present value (at the same discount rate) of our anticipated value of the Equipment at the end of the term of this Agreement, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We may repossess the Equipment (and, with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software Supplier to terminate the Software License, support and other services under the Software License), and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorneys' fees and any cost associated with any action to enforce this Agreement. This action will not void your responsibility to maintain and care for the Equipment. If we take possession of the Equipment (or any Software, if applicable), we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. **Business Agreement and Choice of Law.** YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. YOU HEREBY REPRESENT, WARRANT, AND COVENANT THAT YOU ARE AND SHALL REMAIN IN COMPLIANCE WITH ALL LAWS, RULES, REGULATIONS, AND ORDERS APPLICABLE TO YOU, INCLUDING U.S. ECONOMIC AND TRADE SANCTIONS AND ANTI-CORRUPTION, ANTI-BRIBERY, ANTI-MONEY LAUNDERING, AND ANTI-TERRORISM LAWS. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

14. **No Waiver or Set Off; Entire Agreement; Delivery & Acceptance Certificate.** You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND UNCONDITIONAL AND ARE NOT SUBJECT TO SET OFF, DEFENSE, COUNTERCLAIM OR REDUCTION FOR ANY REASON. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT REPRESENT THE ENTIRE AGREEMENT BETWEEN YOU AND US AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Agreement, nor have any other legal effect and shall serve only the purpose of identifying the Equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Equipment is installed.
15. **Image Charges/Meters.** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Agreement for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Agreement. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
16. **Ricoh Service Commitments; Counterparts; Facsimiles.** You acknowledge and agree that the Ricoh service commitments included on the "Image Management Plus Commitments" page attached to this Agreement (collectively, the "Commitments") are separate and independent obligations of Ricoh governed solely by the terms set forth on such page. They do not represent obligations of any Assignee of this Agreement and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if applicable, our Assignee will be the party responsible for financing and billing this Agreement, including, but not limited to, the portion of your payments under this Agreement that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you and we expressly agree that Ricoh is an intended third party beneficiary of your payment obligations hereunder. This Agreement may be executed in counterparts. The counterpart that has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile or by other electronic transmission, the facsimile or other electronic transmission of this Agreement, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement identification numbers and/or dates in this Agreement. You agree that the facsimile or other electronic transmission of this Agreement containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of the Agreement containing your original manual signature. manual signature.
17. **Miscellaneous.** It is the intent of the parties that this Agreement shall be deemed and constitutes a "finance lease" as defined under and governed by Article 2A of the UCC. You acknowledge that you have not been induced to enter into this Agreement by any representation or warranty not expressly set forth in this Agreement. This Agreement is not binding on us until we sign it. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in the order of maturity, and any remaining excess will be refunded to you. Each of our respective rights and indemnities will survive the termination of this Agreement. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Agreement and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Agreement and make your own determination of the proper accounting treatment of this Agreement. We may receive compensation from the Manufacturer or supplier of the Equipment in order to enable us to reduce the cost of providing the Equipment to you under this Agreement below what we otherwise would charge. If we received such compensation, the reduction in the cost of providing the Equipment is reflected in the Minimum Payment specified herein. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Agreement or the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.





Ricoh USA, Inc.  
300 Eagleview Blvd. Suite 200  
Exton, PA 19341

## **RICOH USA, INC.**

### **IMAGE MANAGEMENT PLUS COMMITMENTS**

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., a Delaware corporation having its principal place of business at 300 Eagleview Blvd #200, Exton, PA 19341 ("Ricoh"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Image Management Plus Agreement to which these Service Commitments are attached, Ricoh's assignee is the party responsible for financing and billing the Image Management Plus Agreement. The Service Commitments are only applicable to the equipment ("Equipment") described in the Image Management Plus Agreement to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Equipment is accepted by you and apply during Ricoh's normal business hours, excluding weekends and Ricoh recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

#### **TERM PRICE PROTECTION**

The Image Management Minimum Payment and the Cost of Additional Images will not increase in price during the Minimum Term. Upon the expiration of the Minimum Term, the Minimum Payment and the Cost of Additional Images, at Ricoh's option, will be increased annually by an amount equal to 7.5% of the Minimum Payment or Cost of Additional Images then in effect (but not to exceed the maximum amount allowed by applicable law).

#### **EQUIPMENT SERVICE AND SUPPLIES**

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. Ricoh will also provide the supplies required to produce images on the Equipment covered under the Image Management Plus Agreement (other than non-metered equipment and soft-metered Equipment). The supplies will be provided according to manufacturer's specifications. Ricoh reserves the right to assess a reasonable charge for supply shipments, including overnight delivery. If Ricoh determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or Ricoh may refuse you additional supply shipments. Optional supply items such as paper, staples and transparencies are not included.

#### **RESPONSE TIME COMMITMENT**

Ricoh will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any Ricoh office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Agreement. Response time is measured in aggregate for all Equipment covered by the Image Management Plus Agreement.

#### **UPTIME PERFORMANCE COMMITMENT**

Ricoh will service the Equipment to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Equipment is again Operational. You agree to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

#### **IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS**

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Agreement to which these Service Commitments relate, Ricoh will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, Ricoh will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Agreement that must be agreed to and signed by both parties to the Image Management Plus Agreement. The term of the Amendment may not be less than the remaining term of the existing Image Management Plus Agreement but may extend the remaining term of the existing Image Management Plus Agreement for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of equipment may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

#### **EQUIPMENT AND PROFESSIONAL SERVICES UPGRADE OPTION**

At any time after the expiration of one-half of the original term of the Image Management Plus Agreement to which these Service Commitments relate, you may reconfigure the Equipment by adding, exchanging, or upgrading to an item of Equipment with additional features or enhanced technology. A new Image Management Plus Agreement or Amendment must be agreed to and signed by the parties to the Image Management Plus Agreement for a term not less than the remaining term of the existing Image Management Plus Agreement but may, in the case of an Amendment, extend the remaining term of the existing Image

#### **PERFORMANCE COMMITMENT**

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If Ricoh fails to meet any Service Commitments and in the unlikely event that Ricoh is not able to repair the Equipment in your office, Ricoh, at Ricoh's election, will provide to you either the delivery of a temporary loaner, for use while the Equipment is being repaired at Ricoh's service center, or Ricoh will replace such Equipment with comparable Equipment of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Service Commitments. Customer's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

#### **ACCOUNT MANAGEMENT**

Your Ricoh sales professional will, upon your request, be pleased to review your equipment performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will follow up within 8 business hours of a call or e-mail to one of Ricoh's account management team members requesting a metrics review. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

#### **QUALITY ASSURANCE-**

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 1738 Bass Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. Ricoh is committed to responding to any questions regarding invoiced amounts for the use of the Equipment relating to the Agreement within a 2 day timeframe. To ensure the most timely response please call 1-888-275-4566.

#### **MISCELLANEOUS**

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. In no event shall Ricoh be liable to you 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 these Service Commitments. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Equipment provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your

Management Plus Agreement for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Plus Agreement will be based on any obligations remaining on the Equipment, the added equipment and new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Agreement.

Implementation Schedule, your Equipment will ONLY be serviced by a “Rico Certified Technician”.If any software, system support or related connectivity services are included as part of these Service Commitments as determined by Ricoh, Ricoh shall provide any such services at your location set forth in the Image Management Plus Agreement as applicable, or on a remote basis. You shall provide Ricoh with such access to your facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Equipment, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.

Customer Initials