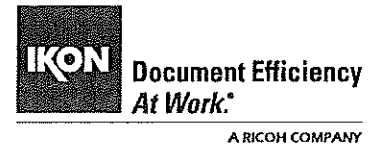




STATE AND LOCAL GOVERNMENT Product Schedule



Product Schedule Number: _____

State and Local Government Master Agreement Number: 1009415

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and The State of Kansas, as Customer ("Customer" or "you"). All terms and conditions of the Master 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 Master Agreement.

CUSTOMER INFORMATION

Division of Printing and Surplus Property				Steve Lindsay			
Customer (Bill To)				Billing Contact Name			
201 NW MacVicar				Billing Address (if different from location address)			
Product Location Address				Billing Address (if different from location address)			
Topeka	Shawnee	KS	66601-2499				
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		
785-296-7408			785-296-7276		Steve.lindsay@print.ks.gov		

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	Ricoh C901

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term <i>(months)</i>	Minimum Payment <i>(Without Tax)</i>	Minimum Payment Billing Frequency	Advance Payment
36	\$ 2,805.94	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
Guaranteed Minimum Images*^o		Cost of Additional Images^o	
Black/White	Color	Black/White	Color
0	0	\$0.008	\$0.042
		Meter Reading/Billing Frequency	
		<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	

* Based upon Minimum Payment Billing Frequency
^o Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

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: 1)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date.
- You, the undersigned Customer, have applied to us to use the above-described items ("Product") for lawful commercial (non-consumer) purposes. Except with respect to the express non-appropriations rights set forth in the Agreement and the provisions of DA-146a attached hereto, **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**

1-888-ASK IKON www.ikon.com

MLD
Customer Initials
Page 1 of 2

3. 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 Schedule. 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 Schedule 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 Schedule. 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.

4. Additional Provisions (if any) are: The provisions found in Contractual Provisions form DA-146a, which is attached hereto are hereby incorporated into this contract and made a part hereof.

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

<p>CUSTOMER By: <u>X</u> <u>Marilyn L. Jacobs</u> Authorized Signer Signature Printed Name: <u>Marilyn L. Jacobs</u> Title: <u>Director</u> Date: <u>9-16-11</u></p>	<p>Accepted by: IKON OFFICE SOLUTIONS, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____</p>
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**IKON OFFICE SOLUTIONS, INC.
IMAGE MANAGEMENT PLUS COMMITMENTS**

The below service commitments (collectively, the "Service Commitments") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), and a wholly owned subsidiary of Ricoh Americas Corporation. The words "you" and "your" refer to you, our customer. You agree that IKON 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. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Plus Product Schedule 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 Product is accepted by you and apply during IKON's normal business hours, excluding weekends and IKON 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, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

PRODUCT SERVICE AND SUPPLIES

IKON 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. IKON will also provide the supplies required to produce images on the Product covered under the Image Management Plus Product Schedule (other than non-metered product and soft-metered product). The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

RESPONSE TIME COMMITMENT

IKON 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 IKON 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 Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Plus Product Schedule.

UPTIME PERFORMANCE COMMITMENT

IKON will service the Product 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 IKON and will end when the Product is again Operational. You agree to make the Product available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON 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 PRODUCT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, IKON 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, IKON will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, IKON will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both you and IKON. The term of the Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product 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.

PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an item of Product with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment must be agreed to and signed by you and IKON for a term not less than the remaining term of the existing Image Management Plus Product Schedule but may, in the case of an amendment, extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. The Image Management Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule or Amendment will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your IKON Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

PERFORMANCE COMMITMENT

IKON is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Service Commitments and in the unlikely event that IKON is not able to repair the Product in your office, IKON, at IKON's election, will provide to you either the delivery of a temporary loaner, for use while the Product is being repaired at IKON's service center, or IKON will replace such Product with comparable Product of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Image Management Plus Commitments. Customer's exclusive remedy shall be for IKON to re-perform any Services not in compliance with this warranty and brought to IKON's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed. If you are dissatisfied with IKON'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 IKON sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. IKON will follow up within 8 business hours of a call or e-mail to one of our account management team members requesting a metrics review. IKON will, upon your request, be pleased to annually review your business environment and discuss ways in which we 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: 3920 Arkwright 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 IKON 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. IKON is committed to responding to any questions regarding invoiced amounts for the use of the Product relating to the Product Schedule within a two (2) day timeframe. To ensure the most timely response please call 1-888-ASK-IKON.

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 IKON. IKON 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, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. 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 Product provided or serviced by IKON, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof. Subject to, and limited by, the Kansas Tort Claims Act, Customer shall indemnify and hold harmless IKON 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 State of Kansas without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by an "IKON Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, IKON may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Image Management Plus Commitments as of _____, 20____.

<p>CUSTOMER</p> <p>By: <u>Marilyn L. Jacobson</u></p> <p>Name: <u>Marilyn L. Jacobson</u></p> <p>Title: <u>Director</u></p> <p>Date: <u>9-16-11</u></p>	<p>IKON OFFICE SOLUTIONS, INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 16 day of September, 2011.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."



**Document Efficiency
At Work.®**

A RICOH COMPANY

[KANSAS]

IKON Office Solutions, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

ADDENDUM ("Addendum"), dated as of the _____ day of _____, _____, to that certain Master Agreement no. 1009415 ("Agreement"), dated as of the 26th day of August, 2004, between IKON Office Solutions, Inc. ("we" or "us") and State of Kansas as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The following new Section 23 is hereby added to the Agreement:

"23. Disclosure. This Section only serves as a disclosure required by law. This Section does not serve as an obligation to purchase. Each Schedule to this Master Agreement shall include or be amended to include the following additional disclosures with respect to the Product covered by such Schedule:

- (a) The amount or capital cost required to purchase the Product if paid for by cash is \$ 82,126.81 ;
- (b) The annual average effective interest cost is \$ 6,295.98 ; and
- (c) The amount included in the Payments for service, maintenance, insurance, or other charges, exclusive of the capital cost and interest cost is \$ 0.00 .

2. The following new Section 24 is hereby added to the Agreement:

"Current Year Budget: Notwithstanding anything in this Master Agreement or any Schedule to the contrary, you are obligated only to make periodic Payments or monthly installments under any Schedule to this Master Agreement as may be lawfully made from funds budgeted and appropriated for that purpose during your current budget year.

3. All capitalized terms 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.

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

CUSTOMER

IKON Office Solutions, Inc.

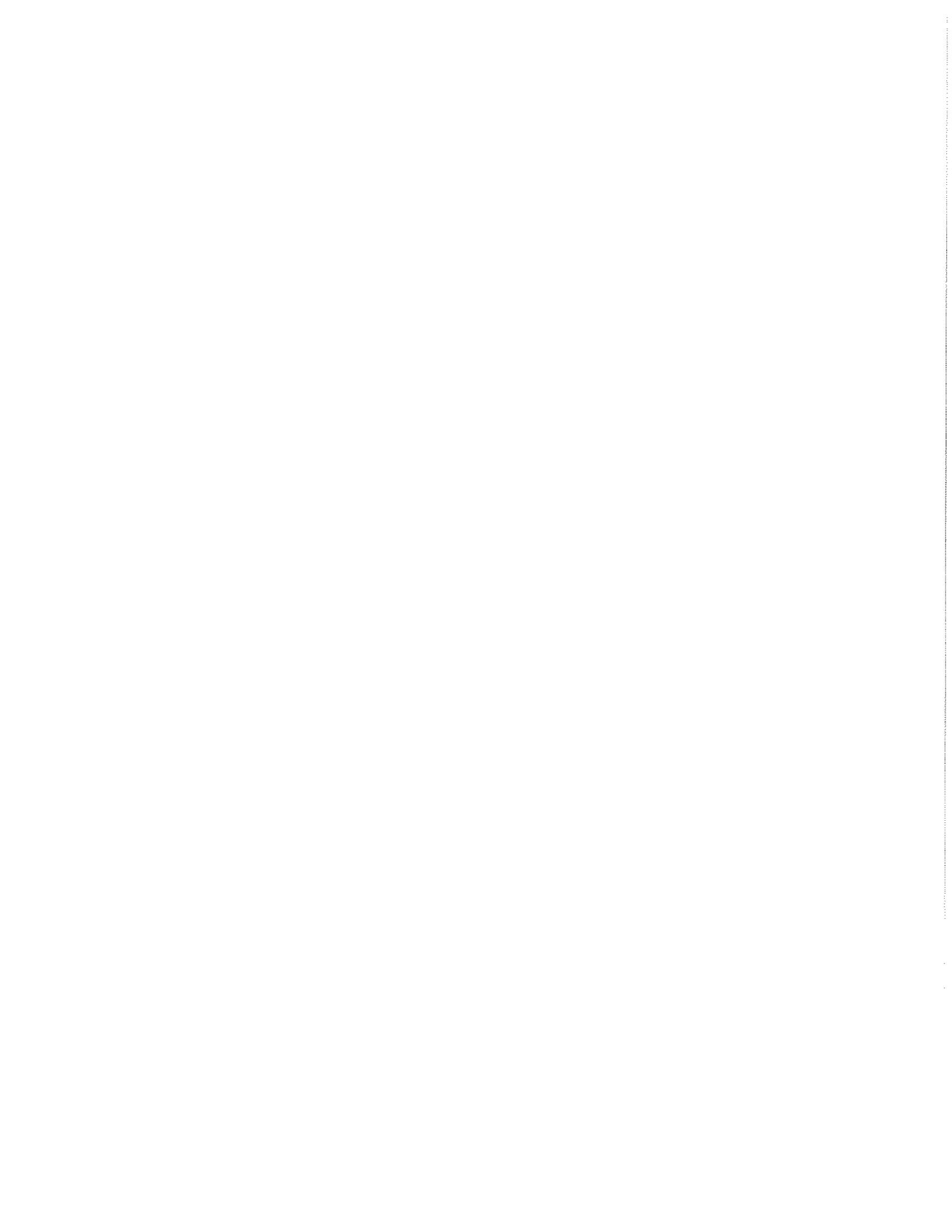
X Shelley H. King 9/28/2011
Authorized Signature Date

Authorized Signature Date

Shelley H. King Staff Attorney
Print Authorized Signer Name Title

Print Authorized Signer Name Title

as directed by Chief Counsel on 9/28/2011



STATEMENT OF WORK

Ricoh C901 with E41 Fiery Controller, EFI Compose and FusionPro Desktop

Created for

State of Kansas

Department of Administration

Division of Printing and Surplus Property

Mark Stauss

8/29/2011

RICOH

Proprietary & Confidential Information

The enclosed materials are proprietary to Ricoh Americas Corporation ("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. 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.

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SOW Log Number: 48301

v2.3

Statement of Work | Ricoh C901 with E41 Fiery Controller, EFI
Compose and FusionPro Desktop

2

58861v1

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Introduction

Ricoh Americas Corporation has prepared the following Statement of Work ("SOW") to detail services for an additional Ricoh C901 with E81 Fiery Controller project (the "Project") at State of Kansas, Department of Administration, Division of Printing and Surplus Property ("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 the Ricoh C901 and assist Customer with installation and network configuration of the Fiery print controller, install and setup print drivers on client workstations, install EFI Compose, install and configure FusionPro Desktop and perform training for System Administrator, Print Operator and End Users.

Project Scope

Services included in the project scope

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

1. Project Management
2. Implementation
3. 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
- Color Management Services
- Custom coding or programming (except where specified below)
- Back-file conversion services (except where specified below)
- End-user training beyond the train-the-trainer sessions specified below

Customer Location

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

State of Kansas
Department of Administration
Division of Printing and Surplus Property
201 NW MacVicar
Topeka, KS 66606
Cheryl Buxton, 785-296-7276

Services Detail/Project Scope

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

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 Timeline during the Planning Phase.

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

2. Implementation

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

Ricoh Development and Unit Testing

The Implementation Phase also includes any necessary off-site development, which will occur at the Ricoh location site prior to on-site installation. Ricoh will develop and test the integrated system with all requirements outlined in the Design documents at Ricoh facilities.

In this phase, Ricoh will install, configure, and test the solution:

1. Install and configure hardware, including RIP/controller excluding workstations
 - a. Program the device with the supplied IP address configuration
 - b. Verify network connectivity
 - c. Install patches and updates
 - d. Report any connectivity issues to the Customer Project Manager for resolution
2. Assist Customer in connecting to their network
3. Install and setup print drivers/PPD's on up to three (3) workstations
 - a. Install the PS print driver and/or PPD for each device on the assigned Windows print server (if applicable)
 - b. Ensure that the print driver is configured with the appropriate accessories
 - c. Customer may provide a list of share/printer names to be used with each device.
 - d. Install the print driver on up to three (3) client computers
 - e. If a central print server is not available, the PS print driver will be installed and configured for direct IP printing on up to three (3) workstations.
4. Install and setup EFI Compose software.
5. Install and setup FusionPro Desktop software.

Deliverables: Ricoh will install, configure, and test all components according to Ricoh standard specifications.
Ricoh will provide preliminary system testing and demonstrate compliance with Ricoh standard specifications.

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.

One (1) standardized basic Fiery equipment and software training session up to four (4) people up to three (3) days:

Pro C901 Training Breakdown

- 1) **Standard Modules** – Defined as features, components and capabilities which ship standard with a Pro C901 Fiery Solution. All Training Modules include sample files and flash animations where applicable.

Product Overview

- Current Release Notes
- Introduction to the Fiery Print Controller
- Power Up/Down Sequence

Fiery and Print Job Management

- Getting Started with Command Workstation
- Archiving Jobs with Command Workstation
- Web Tools
- Web Tools Backup and Restore
- Automatic System Updates
- Remote Desktop Connection

Print Job Submission

- Hot Folders
- Ms Office Hot Folder Filters
- Virtual Printers
- Windows Print Driver
- Mac OSX Print Driver

Media Management

- Pro C901 Media Management
- Mixed Media
- Paper Catalog
- Media Mismatch Management
- Standard Training Modules

Production Printing Tools

- Print Next, Schedule, Rush Printing, Job Reorder
- Quick Doc Merge
- Booklet Maker
- Impose 4 Tutorials
- Tab Shift using Mixed Media

- Tab Insert using Mixed Media
- Color and Color Management**
 - ColorWise Pro Tools
 - Color Calibration
 - Spot-On
 - Spot-On with Substitute Color
 - Printing Gray as Black
 - Text / Graphics Quality
 - Composite Overprint
- Variable Data Printing**
 - FreeForm
 - VDP PPML Catalog
- Manuals and Documents**
 - Fiery and Pro C901 End User PDF Manuals
 - Enfocus Pitstop User Guide

2) **Advanced Training EFI Compose**– Defined as features, components and capabilities included with the EFI Compose Package including as applicable:

- Job Merge
- Tab Insertion
- Chapterization
- Mixed media

One (1) standardized basic FusionPro Desktop software training session up to two (2) people up to six (6) hours:

FusionPro Desktop

1) **Standard Module** – Defined as features, components and capabilities which ship standard with FusionPro Desktop. All training includes sample files where applicable.

Product Overview

- Current Release Notes
- Introduction to FusionPro Desktop

Fundamentals

- Compatible data formats
- Assign Variable Data File
- Add Text Box
- Add Variable Text
- Add Image file
- Add Variable image file
- If/Then logic programming
- Page level programming
- Printing to the Fiery Controller

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 Ricoh Pro C901 operation and use EFI Compose operation and use FusionPro Desktop use, and in addition will conduct an administrative overview for each product. Solution-specific documentation will be provided for each session.

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

User Acceptance Testing

The primary purpose of User Acceptance Testing (UAT) is for Customer to test the entire solution from a functional standpoint in order to verify that all the features documented are working as specified in the Design documents. User Acceptance Testing is the primary responsibility of Customer. To achieve this, Customer will test the solution in a real-life environment either in or parallel to the current production environment for a period of seven (7) 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 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:

- Print a test page from the server or each of the workstations where the print driver is installed (Performed at the print driver installation)
- Print a Microsoft Word or WordPad document from the Windows workstations where the print driver is installed (Performed at the print driver installation)
- Print a test page from a graphics application such as Adobe Illustrator where the Print Driver is installed
- Scan a document to the C901
- Use EFI Compose to configure a complex job
- Print a basic variable data job from FusionPro Desktop

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 seven (7) days, Ricoh will request signoff of the project.

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.
- Coordinate release of configuration changes into the test environment with the UAT team leader.
- Communicate any special user requests, system change requests, and scope change requests to the Ricoh Project Manager.

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

Checkpoint: Customer signoff on completion of User Acceptance Testing.

3. Support

Ricoh will provide remote support for the solution during the period of the maintenance agreement.

This support will include the following:

- Assist Customer project staff with questions from users, operators, and administrators.
- Assist Customer project staff with operational issue determination and problem resolution.
- Assist Customer with any additional skills transfer or training issues.
- Assist Customer project staff with problem determination and problem resolution.

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

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

Support Services

Ricoh shall provide Customer with the following technical support for the following software: EFI Fiery software. Customer will place a call to the Ricoh Production Printing Solutions Center ("PPSC") at 1-888-424-1573 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 PPSC will log the call and attempt to provide Level 1 Support (described below) over the phone. If onsite assistance is required, then the Ricoh PPSC 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 updates, upgrades and patches are only covered/available if Customer is current on their support. Customer will be billed separately for annual maintenance costs associated with the third party software.

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

Customer Roles and Responsibilities

Customer Roles

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

Project Manager

Customer will provide a designated Project Manager who will:

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

End User Representative

Customer will designate an End User Representatives who will:

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

System Administrator

Customer will designate a System Administrator who will:

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

Technical Support

Customer will designate a Technical Support person who will:

- Provide Ricoh with system access and participate in the software installation.
- Provide Ricoh with LAN access and participate in the PC workstation software configuration, if necessary.
- Execute appropriate backups of the development, test, and production environments.
- Ensure appropriate virus protection is enabled throughout the project.

- Provide ongoing technical support for the various software components.
- Be available for training as specified in the project plan.

Facility availability

Customer will also arrange the following:

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

Customer General Responsibilities

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

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

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

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

Customer Technical Responsibilities

If the C901, EFI Compose and FusionPro Desktop Implementation is to be successful, Customer must make the following technical commitments:

- Customer will provide Customer workstations meeting or exceeding the currently published requirements on the manufacturer's website.
- Customer will provide UTP patch cords for all newly installed equipment.
- Customer will provide two reserved IP addresses, whether static or using DHCP, for network devices installed as part of the solution.

Customer may request that Ricoh assist with the completion of any of the above-mentioned tasks; 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. In this case, Ricoh will invoice Customer for actual hours worked and expenses incurred up to the date of termination. Hardware and software purchases are governed by their own separate agreements and are not included in this definition.

Change Control

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

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

Project Assumptions

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

- All Services will be performed at Customer's site or offsite by Ricoh's technical resources, as agreed by Ricoh and Customer.
- All discussions of Project duration are dependent upon a timely reception of requisite POs and other Customer-generated paperwork necessary to launch the Project or move forward to the next phase.
- Ricoh will not be able to start work until after this SOW has been signed and a Purchase Order received. Resources can only be allocated and scheduled once a copy of the signed SOW is received by Ricoh.
- While scheduling changes do not generally result in a billable change of scope, they could affect the availability of resources for both Ricoh and Customer and delay the completion of the Project.
- Services provided by Ricoh or its subcontractors will be provided during normal business hours (8:00 am to 5:00 pm) Monday through Friday excluding Ricoh recognized holidays. Services provided outside of Ricoh standard business times and hours will be considered out of scope and will be handled as a change order at standard overtime rates if Customer requests 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 in a C901, EFI Compose and FusionPro Desktop Implementation Project.

Professional Services Fees

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

The total Fees for this Project shall be \$8,250.00 not including hardware, software, sales tax, or hardware/software technical support. Customer acknowledges and agrees that the Fees for the Services to be provided by Ricoh under this SOW have been established by Ricoh and included in the lease payment set forth in the Lease Agreement between Customer and Ricoh Financial Services or another third party lessor, as applicable. The purchase or lease of any hardware or software is independent from this SOW and therefore not contingent on Customer's acceptance of the Services performed.

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 Fees are included in the lease payment.

Customer shall pay all amounts payable to Ricoh hereunder within thirty (30) days of the date of the invoice submitted by Ricoh. If Ricoh undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. Ricoh may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of Ricoh).

Budget Notes

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

Terms & Conditions:

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

1. On-Site Security; Insurance. While on Customer's premises, Ricoh will comply with Customer's reasonable workplace safety and physical security processes and procedures provided by Customer in writing prior to performance of the Services. Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this SOW. Upon request, each party agrees to deliver the other evidence of such insurance coverage.
2. Term; Termination. Upon signature by both parties, this SOW shall become effective on the Effective Date and shall continue in effect for the shorter of the period necessary to complete the Services or one year, unless terminated earlier as specified in this Section (the "Term"). Either party shall have the right to terminate this SOW for cause in the event of a material breach by the other party, unless such breach is cured within thirty (30) days of receipt of written notice of such breach. Either party may terminate this SOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Either party may cancel this SOW, for convenience without cause, upon sixty (60) days prior written notice to the other party. In addition to its other legal remedies, Ricoh may suspend the performance of the Services, stop delivery of products and/or terminate this SOW for any non-payment on Customer's accounts that continues for more than ten (10) days following the due date. In the event a SOW is terminated by Customer without cause or terminated by Ricoh for cause, Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. In the event a SOW is cancelled by Ricoh without cause or terminated by Customer for cause, with respect to Services for which Customer has prepaid and which Ricoh has not yet fully provided to Customer, Ricoh will provide Customer with a prorated refund.
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, as determined in Ricoh's reasonable discretion. 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 in the relevant transaction documentation, and to the terms of the respective End User License Agreements, with which Customer agrees to comply. If such software is manufactured by a party other than RICOH, then Customer acknowledges that RICOH is not the manufacturer or copyright owner of such third party software and that RICOH makes no representations and provides no warranties with respect thereto. RICOH shall make available to Customer any warranties made to RICOH by the manufacturer of the software and/or products utilized by RICOH in connection with the Services hereunder, to the extent transferable and without recourse.

c. **Export Compliance.** Customer shall indemnify, defend and hold harmless RICOH and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any law or regulation relating to export and re-export control (collectively, "Export Laws") arising from Customer's use of the Services and/or any software or web-based solution provided or contemplated under this SOW. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable Export Laws and for obtaining any applicable authorization or license under the Export Laws. Customer acknowledges and agrees that RICOH may from time to time, in its sole discretion, engage non-U.S. subcontractors to perform any portion of the Services on RICOH's behalf. Customer represents and warrants to RICOH that it, its employees and agents shall not provide RICOH with or otherwise use in connection with the Services any document, technology, software or item for which any authorization or license is required under any Export Law. Without intending to create any limitation relating to the survival of any other provisions of this SOW, RICOH and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

5. Confidentiality and Non-Solicitation.

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

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 New Jersey, 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 Americas Corporation

ERD	Digitally signed by ERD DN: cn=ERD, o=Event Mgmt Office, ou=Event Review Desk, email=jon.jelekis@ricoh-usa.com, c=US Date: 2011.08.29 18:00:47 -04'00'		
Ricoh Internal Review Signature	Name and Title	Date	

Jeff Pyle	Digitally signed by Jeff Pyle DN: cn=Jeff Pyle, o=Ricoh Production Print, ou=Central RPP SE Manager, email=jeffrey. pyle@ricoh-usa.com, c=US Date: 2011.03.30 09:27:47 -04'00'		
Ricoh Authorized Signature	Name and Title	Date	

CUSTOMER

<i>Marilyn L. Jacobsen</i>	<i>Topeka, KS</i>
Name (Print)	Location

<i>Marilyn L. Jacobsen</i>	<i>Director</i>	<i>9-16-11</i>
Authorized Signature	Title	Date