



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

U.S. Communities Product Schedule with Purchase Option *(tax exempt)*

Product Schedule Number: _____
Master Lease Agreement Number: _____

This U.S. Communities Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and HOPKINS COUNTY BOARD OF EDUCATION, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and RICOH USA. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

| | | | | | | | |
|--|--------|-------|----------------------------------|--|--|-------|-----|
| HOPKINS COUNTY BOARD OF EDUCATION | | | | MELANIE LAW | | | |
| Customer (Bill To) 127 W BROADWAY ST | | | | Billing Contact Name 320 S SEMINARY ST | | | |
| Product Location Address MADISONVILLE HOPKINS KY 42431-2444 | | | | Billing Address (if different from location address) MADISONVILLE HOPKINS KY 42431-2447 | | | |
| City | County | State | Zip | City | County | State | Zip |
| Billing Contact Telephone Number 270-825-6100 | | | Billing Contact Facsimile Number | | Billing Contact E-Mail Address melanie.fogle@hopkins.kyschools.us | | |

PRODUCT DESCRIPTION ("Product")

| Qty | Product Description: Make & Model |
|-----|-----------------------------------|
| 1 | RICOH MP 305SPF |
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| Qty | Product Description: Make & Model |
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PAYMENT SCHEDULE

| | | | | |
|--|--|----------------------|--|--|
| Minimum Term <i>(months)</i> | Minimum Payment <i>(Without Tax)</i> | Interest Rate | Minimum Payment Billing Frequency | Advance Payment |
| 48 | \$ 567.96 | 6.45% per annum | <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other: <u>ANNUALLY</u> | <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____ |

Sales Tax Exempt: Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____
 I.R.C. Section 103 Interest Tax Exempt: Yes
 Addendum Attached: Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**

Customer Initials

3. Purchase Option:

The parties agree that the purchase option for the Product is a \$1.00 purchase option plus applicable taxes. In connection with such option, Customer further agrees as follows:

- (i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule;
- (ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product; and
- (iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed.

4. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.

5. Additional Provisions (if any) are: _____

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

| | |
|---|--|
| <p>CUSTOMER</p> <p>By: X _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> | <p>Accepted by: RICOH USA, INC.</p> <p>By: _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> |
|---|--|



ORDER AGREEMENT

Sales Type: LEASE

RFP or Bid Contract Date:2/11/2013 12:00:00 AM

Table with 3 columns: Address Line 1, Address Line 2, City, ST/Zip, County, Contact, Phone, E-mail, Fax. Title: EQUIPMENT BILL TO INFORMATION

Check all that apply:

- PO Included PO#, PS Service, Sales Tax Exempt, IT Service, Syndication, Fixed rate Service, Add to Existing Service Contract #

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc.

Table with 4 columns: Service Term (Months), Base Billing Frequency, Overage Billing Frequency, Service Type. Title: SERVICE INFORMATION

Table with 5 columns: Customer Name, Address Line 1, Address Line 2, City, ST/Zip, County, Contact, Phone, E-mail, Fax. Title: SHIP TO INFORMATION

Table with 8 columns: Product Description, QTY, Service Level, Total B/W Allowance, B/W Ovg, Total Color Allowance, Color Ovg, Service Base. Title: PRODUCT INFORMATION



BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

| BASIC CONNECTIVITY / PS / IT Services Description | Quantity |
|---|----------|
| TS NETWORK & SCAN - PRINTER | 1 |
| RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES | 1 |
| TS-TRAINING STANDARD HARDWARE ONLY | 2 |

ORDER TOTALS

| | | |
|--|--|--|
| Service Type Offerings: | Product Total: | |
| Gold: Includes all supplies and staples. Excludes paper. | BASIC CONNECTIVITY / PS / IT Services : | |
| Silver: Includes all supplies. Excludes paper and staples. | BuyOut After Promotions: | |
| Bronze: Parts and labor only. Excludes paper, staples and supplies. | Grand Total: | |
| Additional Provisions: <i>Insert ANY additional provisions here</i> | (Excludes Tax) | |
| Per US Communities Contract 4400003732 | | |

| | |
|-----------------------------|----------------------------------|
| Accepted by Customer | Accepted: Ricoh USA, Inc. |
| Authorized Signature: | Authorized Signature: |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date | Date |

Initials



EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

| | | | | | |
|----------------|-----------------------------------|------|------------|------------|---------------------------------------|
| Customer Name: | HOPKINS COUNTY BOARD OF EDUCATION | | | Phone: | (270)825-6136x37008 |
| Contact Name: | Andrea McConnell | | | City: | MADISONVILLE |
| Address: | 127 W BROADWAY ST | | | Fax/Email: | andrea.mcconnell@hopkins.kyschools.us |
| State: | KY | Zip: | 42431-2444 | | |

| Make | Model | Serial Number |
|------|----------|---------------|
| | MP201SPF | C84014951/ |

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. 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 Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) 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, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) 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 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) (collectively, "Losses") arising therefrom or related thereto.

Equipment Removal (Owned by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer-owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

RICOH USA, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

Initials

