RICOH

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

Product Schedule
with Purchase Option

Product Schedule Number: _____
Master Lease Agreement Number: _____

This 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 _____ (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 Customer (Bill To)	MELANIE LAW Billing Contact Name
4515 HANSON RD Product Location Address	320 S SEMINARY ST Billing Address *(if different from location address)*
MADISONVILLE HOPKINS KY 42431-6151 City County State Zip	MADISONVILLE HOPKINS KY 42431-2447 City County State Zip

Billing Contact Telephone Number	Billing Contact Facsimile Number	Billing Contact E-Mail Address
270-825-6079		melanie.law@hopkins.kyschools.us

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
2	RICOH MP 3555SP

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*	Interest Rate	Minimum Payment Billing Frequency	Advance Payment
48	$ 1857.84	5.94 % per annum **(see note below)*	☐ Monthly ☐ Quarterly ☒ Other: ANNUALLY	☐ 1st Payment ☐ 1st & Last Payment ☐ Other: _____

**** Only applicable if the Purchase Option Price below is the $1.00 Purchase Option.***

Sales Tax Exempt: ☒ Yes (Attach Exemption Certificate)
I.R.C. Section 103 Interest Tax Exempt: ☐ Yes
Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)

Customer Billing Reference Number (P.O.#, etc.) _____

TERMS AND CONDITIONS

1. 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."

2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**

3. Purchase Option:
   (a) Purchase Option Price:

   ☐ Fair Market Value Purchase Option (plus any applicable tax)

   ☒ $1.00 Purchase Option (plus any applicable tax)

_____
Customer Initials

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

(b) Unless the above Purchase Option price is the $1.00 Purchase Option, Customer agrees that this transaction is a true rental. If the above Purchase Option price is the $1.00 Purchase Option, then

(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. You are required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Product and, if we are required by the applicable taxing jurisdiction to pay such taxes, you shall promptly reimburse us for such tax payments.";

(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;

(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; and

(iv) the total cost of the Product is an amount equal to the sum of the Minimum Payments set forth above over the Minimum Term set forth above, discounted to present value at the constant per annum Interest Rate set forth above.

(c) If the above Purchase Option price is the Fair Market Value Purchase Option, then notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule, you will have the option at the end of the original term, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product covered by this Schedule at a purchase price equal to the then-existing fair market value of such Product. You must give us at least thirty (30) days written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product or that you will return the related Product to us. In the event that you exercise such option, fair market value of the Product will be defined as the price a willing buyer will pay to a willing seller with no obligation to sell or purchase the Product in an open market. If both parties cannot agree to a price, you may request an independent appraisal by an appraiser approved by us, and both parties agree to the value as determined by the appraiser. All appraisal costs are to be borne by you. You agree to pay all sales tax, use tax and other similar tax payable in connection with the purchase of the Product. If you do not give us such written notice or if you do not purchase or return the related Product in accordance with the terms and conditions of the Lease Agreement and this Schedule, the original term of this Schedule, or any renewal term, will automatically renew in accordance with the terms of Section 14 of the Lease Agreement. This purchase option shall not apply to any Software.

(d) If the above Purchase Option price is the Fair Market Value Purchase Option, then upon receipt by us of payment of the Purchase Option price described in clause (c) of this Paragraph 3, we will transfer our interest in the related Product to you "AS IS, WHERE IS" without any representation or warranty whatsoever, and this Schedule will terminate.

4. Both parties intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of the Lease Agreement or this Schedule that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under applicable law is limited and modified by this Section to limit the amounts chargeable to the maximum amount allowed. If, in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Lease Agreement or refunded to Customer.

5. 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.

6. 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.

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

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RICOH

ORDER AGREEMENT

Sales Type: LEASE

Master Maintenance and Sale Agreement Date:

EQUIPMENT BILL TO INFORMATION		
Customer Legal Name: HOPKINS COUNTY BOARD OF EDUCATION		
Address Line 1: 320 S SEMINARY ST		**Contact:** Melanie Law
Address Line 2: OF EDUCATION		**Phone:** (270) 825-6079
City: MADISONVILLE		**E-mail:** melanie.law@hopkins.kyschools.us
ST/Zip: KY/42431-2447	**County:** HOPKINS	**Fax:**

Check all that apply:

☐ PO Included PO#

☐ PS Service (Subject to and governed by additional Terms and Conditions)

☑ Sales Tax Exempt (Attach Valid Exemption Certificate)

☐ IT Service (Subject to and governed by additional Terms and Conditions)

☐ 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. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION			
SERVICE BILL TO INFORMATION			
Customer Legal Name: HOPKINS COUNTY BOARD OF EDUCATION			
Address Line 1: 320 S SEMINARY ST		**Contact:** Melanie Law	
Address Line 2: OF EDUCATION		**Phone:** (270) 825-6079	
City: MADISONVILLE		**E-mail:** melanie.law@hopkins.kyschools.us	
ST/Zip: KY/42431-2447	**County:** HOPKINS	**Fax:**	
Service Term (Months)	**Base Billing Frequency**	**Overage Billing Frequency**	**Service Type**
48 Months	QUARTERLY	QUARTERLY	GOLD

SHIP TO INFORMATION				
Customer Name	**Address Line 1** **Address Line 2**	**City** **ST/Zip** **County**	**Contact**	**Phone** **E-mail** **Fax**
HOPKINS COUNTY BOARD OF EDUCATION	4515 HANSON RD HOPKINS COUNTY BOARD OF EDUCATION	MADISONVILLE KY/42431-6151 HOPKINS	Marjorie Strader	(270)825-6017x52008 marjorie.strader@hopkins.kyschools.us

PRODUCT INFORMATION							
Product Description	**QTY**	**Service Level**	**Total B/W Allowance** *QUARTERLY*	**B/W Ovg**	**Total Color Allowance** *QUARTERLY*	**Color Ovg**	**Service Base** *QUARTERLY*
RICOH MP3555SP AD (ARDF) CONFIGURABLE PTO MODEL	1	GOLD	0	0.008	0	0	$0.00

SHIP TO INFORMATION				
Customer Name	**Address Line 1** **Address Line 2**	**City** **ST/Zip** **County**	**Contact**	**Phone** **E-mail** **Fax**
HOPKINS COUNTY BOARD OF EDUCATION	4515 HANSON RD HOPKINS COUNTY BOARD OF EDUCATION	MADISONVILLE KY/42431-6151 HOPKINS	Marjorie Strader	(270)825-6017x52008 marjorie.strader@hopkins.kyschools.us

PRODUCT INFORMATION							
Product Description	**QTY**	**Service Level**	**Total B/W Allowance** *QUARTERLY*	**B/W Ovg**	**Total Color Allowance** *QUARTERLY*	**Color Ovg**	**Service Base** *QUARTERLY*
RICOH MP3555SP AD (ARDF) CONFIGURABLE PTO MODEL	1	GOLD	0	0.008	0	0	$0.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	**Quantity**
TS NETWORK & SCAN CONNECT - SEG 3	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS NETWORK & SCAN CONNECT - SEG 3	1
TS-TRAINING ADVANCED 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: (Excludes Tax)**	
Additional Provisions: ***Insert ANY additional provisions here***		

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

Initials

RICOH

EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	HOPKINS COUNTY BOARD OF EDUCATION				
Contact Name:	Marjorie Strader			Phone:	(270)825-6017x52008
Address:	4515 HANSON RD			City:	MADISONVILLE
State:	KY	Zip:	42431-6151	Fax/Email:	marjorie.strader@hopkins.kyschools.us

Make	Model	Serial Number
	MP3554SP	G165R830479/C83108629

Customer Name:	HOPKINS COUNTY BOARD OF EDUCATION				
Contact Name:	Marjorie Strader			Phone:	(270)825-6017x52008
Address:	4515 HANSON RD			City:	MADISONVILLE
State:	KY	Zip:	42431-6151	Fax/Email:	marjorie.strader@hopkins.kyschools.us

Make	Model	Serial Number
	MP3554SP	G165R830071/C83108630

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 (Leased by Customer)**. In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

RICOH USA, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

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