



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 _____. 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) 1150 HAYES AVE				Billing Contact Name 320 S SEMINARY ST			
Product Location Address MADISONVILLE HOPKINS KY 42431-3214				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 ext 22229				Billing Contact Facsimile Number		Billing Contact E-Mail Address melanie.law@hopkins.kyschools.us	

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH IM C2500

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 48	Minimum Payment (Without Tax) \$ 2,120.76	Interest Rate 5.37 % per annum	Minimum Payment Billing Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other: ANNUALLY	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
---	--	---	---	--

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

- 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.**

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.

CUSTOMER

By: **X** _____
Authorized Signer Signature
Printed Name: _____
Title: _____ Date: _____

Accepted by: RICOH USA, INC.

By: _____
Authorized Signer Signature
Printed Name: _____
Title: _____ Date: _____



ORDER AGREEMENT

Sales Type: LEASE

Master Maintenance and Sale Agreement Number: MMSAP00002283
Master Maintenance and Sale Agreement Date: 2/11/2013 12:00:00 AM

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)
- ☐ TS PO# (if applicable)
- ☒ Sales Tax Exempt (Attach Valid Exemption Certificate)
 ☐ IT Service (Subject to and governed by additional Terms and Conditions)
- ☐ Syndication
 ☒ Fixed Rate Service Term 60 Months
- ☐ 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	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	1150 HAYES AVE SCHOOL	MADISONVILLE KY/42431-3214 HOPKINS	Kelcey Postlewait	(270)825-6012 kelcey.postlewait@hopkins.kyschools.us

PRODUCT INFORMATION



Product Description	QTY	Service Level	Total B/W Allowance <small>QUARTERLY</small>	B/W Ovg	Total Color Allowance <small>QUARTERLY</small>	Color Ovg	Service Base <small>QUARTERLY</small>
RICOH IMC2500 CONFIGURABLE PTO MODEL	1	GOLD	0	0.0083	0	0.0541	\$0.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
TS NETWORK & SCAN CONNECT - SEG BC2	1
TS-TRAINING ADVANCED HARDWARE ONLY	4
[OA] TS INSTALL AND TRAINING RICOH SMART INTEGRATION WORKFLOWS	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: <i>Insert ANY additional provisions here</i>		
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





Subscription Order Form

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

This Subscription Order Form and Terms and Conditions (“Terms”) supplement and amend any existing agreements between the parties, which may be in the form of a Statement of Work, Purchase Order or a Service Schedule or Order to a “Master” agreement. Such existing agreements are incorporated and referred to herein as the “Agreement.” In the event of any conflict between the terms of the Agreement and these Terms, these Terms shall control. “You” or “Subscriber” or “Customer” means the party listed in the Customer Information section below and as shown in signature line below.

CUSTOMER INFORMATION

HOPKINS COUNTY BOARD OF EDUCATION				Melanie Law			
Full Legal Name				Billing Contact Name			
1150 HAYES AVE				320 S SEMINARY ST			
Customer Address				Billing Address (if different from location address)			
MADISONVILLE	HOPKINS	KY	42431-3214	MADISONVILL	HOPKINS	KY	42431-2447
City	County	State	Zip	City	County	State	Zip
Federal Tax ID No.		Billing Contact Telephone Number		Billing Contact Facsimile Number		Billing Contact E-Mail Address	
(Do Not Insert Social Security No.)		(270)825-6079				melanie.law@hopkins.kyschools.us	

PRODUCT DESCRIPTION

EDP Code	Qty	Cost Based on 1 st Year Commitment Term	Description of Metric (e.g., User, Storage, Seat, Modules, Location, etc):
RSIESNTL-A3-1YR-SUB-PS1	1	\$0.00	[OOD]SMART INTEGRATION ESSENTIALS SUBSCRIPTION FOR NEW A3 DEVICES INC1YR

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

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages:)

TERMS AND CONDITIONS
RICOH SMART INTEGRATION SERVICE

TERMS AND CONDITIONS OF USE:

- Authorization. Ricoh Smart Integration Service is a web-based application provided with the first twelve (12) months included in the purchase of Multi-Functional Printers by Ricoh Company Ltd. Ricoh Smart Integration Service is designed to provide advanced document routing and distribution (the “Hosted Service”). For the duration of the Subscription and Metric (as defined below) you shall be entitled to access and use the Hosted Service over the Internet for your own internal business purposes only.
- Subscription Term; Renewal. **THIS AGREEMENT IS UNCONDITIONAL AND NON-CANCELABLE.** The Hosted Service is licensed for use on a time-limited subscription basis (the “Subscription Term”). The initial, complementary twelve (12) month Subscription Term shall commence on the first day of the month that follows the date this Order Form is signed. Upon expiration of the initial complementary twelve (12) month Subscription Term, unless the parties agree otherwise, the term will automatically renew on an annual basis and the Fees (as defined below) will be adjusted to Ricoh’s then-prevailing rates, which will be reflected in an automatic invoice as of the renewal date (for the avoidance of doubt, the “Subscription Term” shall include the initial complementary twelve (12) month term and any subsequent renewals). During an annual renewal, you may make changes to the subscription (e.g., subscription package, added RSI products, etc.). You may terminate an annual renewal upon thirty (30) days written notice to Ricoh.
- Metric. “Metric” shall mean the number or duration of individuals, seats, users, storage, subscriptions, features, usage, machines, locations, and modules or other volume, storage or usage metric you have been provided as set forth in your ordering document. The aggregate use of the Hosted Service by you and your users may not exceed the Metric that you have been provided. You may add additional Metrics during the initial term of this ordering document by executing an addendum or change order to such ordering document. The term of each addendum or change order shall be coterminous with the then-current term of the ordering document irrespective of the effective date of such addendum and all Fees shall be prorated accordingly. Upon renewal of the Subscription Term, the term for all Metrics added to the ordering document prior to the renewal, shall be the minimum total number of Metrics for the renewal.
- Payments. Charges for the Hosted Service, upon expiration of the initial complementary twelve (12) month term, will be \$120.00 plus any charges for new or additional use, modules, features or extensions of the Subscription Term that may be requested in previous and or subsequent purchase orders, (“Fees”) are payable by you for the full period of the Subscription Term, and are quoted and payable in United States dollars, without offset or deduction. Fees will be billed and are due in accordance with the terms of the relevant ordering document. All Fees are non-cancellable and non-refundable for the entirety of the Subscription Term, and the number or duration of users, storage, subscriptions, features, usage or other Metric purchased cannot be decreased during the Subscription Term. In addition to the Fees, you shall responsible for and agree to pay all taxes that are, or may in the future be, assessed in connection with the provision or use of the Hosted Service including but not limited to any local, county, state, federal or foreign VAT, sales, use, excise, gross receipts, transfer, personal property or other similar taxes, or duties, or taxes on Internet transactions (“Taxes”). However, you shall not be responsible for paying any Taxes based solely on Ricoh’s net income or property. If you do not pay all Fees promptly when due, or otherwise default under any other obligation under these Terms, the Agreement or applicable license or terms of use, following ten (10) days written notice to you, Ricoh may in addition to its other remedies: (a) suspend your access to the Hosted Service; or (b) cancel these Terms and terminate the Hosted Service. No refund or credit will be given for any early termination of these Terms. If you fail to pay any Fees within thirty (30) days after the date of the invoice, Ricoh may assess a late charge of 1.5% per month on any unpaid amounts or the maximum allowed by law, whichever is less. In the event of a payment default by you, you agree to pay Ricoh all costs and expenses of collection and enforcement of Ricoh’s rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. All remedies hereunder or at law are cumulative.



5. Subscription License. Ricoh hereby grants you and your users a time-limited, a non-exclusive, non-assignable, non-sub licensable, non-transferable license to access and use the Hosted Service remotely over the Internet in accordance with the agreement found at <https://contract.na.smart-integration.ricoh.com/html/termsOfServices.html>. You must agree to these terms before you access or use the Hosted Service for the first time.

By signing below, the undersigned represents that he/she is duly authorized to enter into these Terms on behalf of his/her respective entity.

<div>CUSTOMER (SUBSCRIBER)</div> <div>By: X _____ Authorized Signer Signature</div> <div>Printed Name: _____</div> <div>Title: _____ Date: _____</div>	<div>Accepted by: RICOH USA, INC.</div> <div>By: X _____ Authorized Signer Signature</div> <div>Printed Name: _____</div> <div>Title: _____ Date: _____</div>
---	--

Initials





EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	HOPKINS COUNTY BOARD OF EDUCATION			Phone:	(270)825-6012
Contact Name:	Kelcey Postlewait			City:	MADISONVILLE
Address:	1150 HAYES AVE			Fax/Email:	kelcey.postlewait@hopkins.kyschools.us
State:	KY	Zip:	42431-3214		

Make	Model	Serial Number
	MP305SPF	G588P400378/C83187950

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: _____

 Initials

