

ORDER AGREEMENT

Master Maintenance and Sale Agreement Number: MMSAP00001774 Master Maintenance and Sale Agreement Date:

Sales Type: LEASE

EQUIPMENT BILL TO INFORMATION							
Customer Legal Name: FAYETTE COUNTY F	PUBLIC SCHOOLS	· · · · · · · · · · · · · · · · · · ·					
Address Line 1: 1126 RUSSELL CAVE RD Address Line 2: City: LEXINGTON ST/Zip: KY/40505-3412	County: FAYETTE	Contact: Curt Demott Phone: (859)859-3814 E-mall: curtis.demott@fayette.kyschools.us Fax:					

Check all that apply:

	PO Included PO#		TS PO# (if applicable)
73 53	Sales Tax Exempt (Attach Valid Exemption Certificate) Syndication	23	Add to Existing Service Contract # Fixed Rate Service Term 60 Months Months
0	PS Service (Subject to and governed by additional Terms and Conditions) IT Service (Subject to and governed by additional Terms and Conditions)		

	SERVICE INF	ORMATION	The sales					
SERVICE BILL TO INFORMATION								
Customer Legal Name: FAYETTE	Customer Legal Name: FAYETTE COUNTY PUBLIC SCHOOLS							
Address Line 1: 1126 RUSSELL C/ Address Line 2: City: LEXINGTON ST/Zip: KY/40505-3412	AVE RD County: FAYETTE	Contact: Curt Demott Phone: (859)859-3814 E-mail: curtis.demott@fayette.kys Fax:	chools.us					
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type					
60	MONTHLY	MONTHLY	GOLD					

SHIP TO / PRODUCT INFORMATION									
Product Description	ρŢ	Service	11 × 17	B/W Allowance	B/W Ovg	Color Allowance	Color Ovg	Service Base	Ship To / Equipment Address Contact Info
RICOH PROC7500 CONFIGURABLE PTO MODEL	2	GOLD	Single Click	O	0.007	o	0.035	\$260.00	1126 RUSSELL CAVE RD LEXINGTON, KY 40505- 3412 FAYETTE Curt Demott (859)859-3814 curtis.demott@fayette.kysch

BASIC CONNECTIVITY / PS / I	T SERVICES INCORMATION
SACIO OCIMILO II II I I I I I I I I I I I I I I I	I SERVICES INFURINATION
BASIC CONNECTIVITY / PS / IT Services Description	Out the
	Quantity

Page 1 of 2

[OOD]EFI SB KIT CPS ES-3000 4YRS SMSA (5YR TOTAL) - INCLUDES 5 YEARS	4
SUPPORT & MAINTENANCE	•
[OA]EFI CPS IMPLEMENTATION AND TRAINING	1
[COD] FIERY SB SW TERM LAC IMPOSE-COMPOSE 5 YR DIGITAL INC5YR	2
[OA]PPSE TRAINING - EFI COMPOSE	2
[CA]CIP ISF PPSE TRAINING - C75XX W/ N-5DA FIERY	2
[OA] FIERY CLONE CONSULTATION AND SERVICE	2
HYTEC BUNDLE FIERY BACKUP	2
[OA] CIP ISF CERTIFIED OPERATOR TRAINING - 75XX	2
PROMO GRAPHIC COMMUNICATIONS TEAM 0 AND REDUCED LEASE RATES	1

ORDE	R TOTALS	······································
Service Type Offerings:	Product Total:	
	BASIC CONNECTIVITY / PS / IT Services:	**************************************
Gold: Includes all supplies and staples. Excludes paper. 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	





Product Schedule

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

Product Schedule Number: Master Lease Agreement Number: 1015539

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and FAYETTE COUNTY PUBLIC SCHOOLS, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the State & Local Government Master 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.

CUST	OMER	INFOR	MAT	'ION

	JNTY PUBLIC SCHO	OLS		Curt Demo			
Customer (Bill T	Го)			Billing Cor	ntact Name		
1126 RUSSELL				1126 RUSS	SELL CAVE RD		
Product Location	n Address			Billing Add	dress <i>(if different from locati</i>	on address)	
LEXINGTON	FAYETTE	KY	40505- 3412	LEXINGT	ON FAYETT	Е КҮ	40505-3412
City	County	State	Zip	City	County	State	Zip
Billing Contact (859)859-3814	Telephone Number	Bill	ing Contact Fac	csimile Number	Billing Contact E-Mail A curtis.demott@fayette.ky	Address vschools.us	
	EQUIPMENT DI						
Qty	Product	Descriptio	n: Make & Mo	odel		reet Address/City/Stat	
		Descriptio	n: Make & Mo	odel	Sti 1126 RUSSELL CAVE RD		
Qty 2 PAYMENT	Product RICOH PROC7500 SCHEDULE Minim (Wit	Description CONFIGU um Payme thout Tax)	n: Make & Mo RABLE PTO N	Minimum Pay		A D14 Payment	0505-3412, US dvance Payment
Qty 2 PAYMENT Minimum Tern	Product RICOH PROC7500 SCHEDULE Minim (Wit	Description CONFIGU	n: Make & Mo RABLE PTO N	odel MODEL Minimum Pay	1126 RUSSELL CAVE RD	A Spanners of the state of the	0505-3412, US dvance Payment
Qty 2 PAYMENT Minimum Tern (months) 60	Product RICOH PROC7500 SCHEDULE Minim (Wit	Description CONFIGU um Payme thout Tax)	n: Make & Mo RABLE PTO N	Minimum Pay Monthly Quarterly Other:	1126 RUSSELL CAVE RD	A A Payment B Last P Other:	dvance Payment

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. Additional Provisions (if any) are:

(a)

ESLADD PS 08.19 6591201



EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	Fayette County Public Schools				
Contact Name:	Curt Demott			Phone:	(859)859-3814
Address:	1126 RUSSELL CAVE RD			City:	LEXINGTON
State:	ку	Zip:	40505-3412	Fax/Email:	curtis.demott@fayette.kyschools.us

Make	Model	Serial Number
	PRO8320S	3699C600058/C84291066

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.

☑ <u>Equipment Removal (Leased by Customer)</u>. 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	RICOH USA,	INC.
ტ 0		
Signature:	Signature:	
Name:	Name:	
Title:	Title:	
Date:	Date:	
TS .		



ORDER AGREEMENT

Sales Type: LEASE

Master Maintenance and Sale Agreement Number: MMSAP00001774 Master Maintenance and Sale Agreement Date:

EQUIPMENT BILL TO INFORMATION						
Customer Legal Name: COMMONWEALTH OF KENTUCKY						
Address Line 1: 1126 RUSSELL CAVE RD		Contact: Curt Demott				
Address Line 2:		Phone: (859)859-3814				
City: LEXINGTON		E-mail: curtis.demott@fayette.kyschools.us				
ST/Zip: KY/40505-3412	County:	Fax:				
	FAYETTE					

Check all that apply:

	PO Included PO#	TS PO# (if applicable)
©1	Sales Tax Exempt (Attach Valid Exemption Certificate) Syndication	Add to Existing Service Contract # Fixed Rate Service Term 60 Months Months
	PS Service (Subject to and governed by additional Terms and Conditions)	

SERVICE INFORMATION						
SERVICE BILL TO INFORMATION						
Customer Legal Name: COMMONWEALTH OF KENTUCKY						
Address Line 1: 1126 RUSSELL C	AVE RD	Contact: Curt Demott				
Address Line 2:		Phone: (859)859-3814				
City: LEXINGTON		E-mail: curtis.demott@fayette.l	kyschools.us			
ST/Zip: KY/40505-3412	County: FAYETTE	Fax:				
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type			
60	QUARTERLY	QUARTERLY	SILVER			

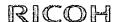
SHIP TO / PRODUCT INFORMATION									
Product Description	αTY	Service Level	11 x 17	B/W Allowance	B/W Ovg	Color Allowance	Color Ovg	Service Base	Ship To / Equipment Address Contact Info
GREENLINE RICOH PRO C7200S	1	SILVER	Single Click	0	0.009	0	0.045	\$0.00	1126 RUSSELL CAVE RD LEXINGTON, KY 40505- 3412 FAYETTE Curt Demott (859)859-3814 curtls.demott@fayette.kysc.

TRIMMERUNITTR5050	1			0		o	\$0.00	1126 RUSSELL CAVE RD LEXINGTON, KY 40505- 3412 FAYETTE
								Curt Demott (859)859-3814 curtis.demott@fayette.kysch ools.us
BOOKLET FINISHER SR5120	1			0		0	\$0.00	1126 RUSSELL CAVE RD LEXINGTON, KY 40505- 3412 FAYETTE
313120				1				Curt Demott (859)859-3814 curtis.demott@fayette.kysch ools.us
GBC STREAMPUNCH ULTRA DIE C4 COIL 43-47H ROUND		0	0	o	\$0.00	1126 RUSSELL CAVE RD LEXINGTON, KY 40505- 3412 FAYETTE		
		-				Curt Demott (859)859-3814 curtis.demott@fayette.kysch ools.us		

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION						
BASIC CONNECTIVITY / PS / IT Services Description Quantity						
[OA] FIERY CLONE CONSULTATION AND SERVICE	1					
[OA] CIP ISF PPSE TRAINING - C72XX W/ E86 FIERY	1					
[OA] CIP ISF CERTIFIED OPERATOR TRAINING - 72XX	1					
HYTEC BUNDLE FIERY BACKUP	1					
PROMO GRAPHIC COMMUNICATIONS TEAM 0 AND REDUCED LEASE RATES	1					

ORDER TOTALS					
Service Type Offerings:	Product Total:				
Gold: Includes all supplies and staples. Excludes paper. Silver: Includes all supplies. Excludes paper and staples. Bronze: Parts and labor only. Excludes paper, staples, and supplies.	BASIC CONNECTIVITY / PS / IT Services:				
	Buyout After Promotions:				
	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	- , , , , , , , , , , , , , , , , , , ,



Product Schedule

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

Product Schedule Number: Master Lease Agreement Number: 1015539

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OFFICE OR AND THE ORDER OFFICE

CUSTOMER INFORMATION									
COMMONWE	ALTH OF KENTUCK	Y		Curt Demot	ı				
Customer (Bill 1	Го)			Billing Con	tact Name				
1126 RUSSELL Product Locatio			······································		1126 RUSSELL CAVE RD Billing Address (if different from location address)				
Trouber Eccatio	ii Addiess			Ditting Add	ics (y agjerem from location duare	,			
LEXINGTON	FAYETTE	KY	40505- 3412	LEXINGTO	PN FAYETTE	KY	40505-3412		
City	County	State	Zip	City	County	State	Zip		
Billing Contact Telephone Number Billing Contact Facsin (859)859-3814				simile Number	Billing Contact E-Mail Address curtis.demott@fayette.kyschools	us			
PRODUCT/EQUIPMENT DESCRIPTION ("Product")									
Qty Product Description: Make & Model					Street Ad	dress/City/State/Zip			
1	TRIMMERUNITT	R5050			1126 RUSSELL CAVE RD, LEXIN	IGTON, KY, 40505-	3412, US		
1	BOOKLET FINISH	IER SR512	20		1126 RUSSELL CAVE RD, LEXINGTON, KY, 40505-3412, US				

DAVMENT SCHEDIII E

ROUND

	I A I WENT DOLLE	DUDE		
-	Minimum Term	Minimum Payment	Minimum Payment Billing Frequency	Advance Payment
	(months)	(Without Tax)	☑ Monthly	☐1 ³ Payment
	60	\$973.52	☐ Quarterly	☐1 st & Last Payment
60	60	1	Other:	Other:
٠,				

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

1126 RUSSELL CAVE RD, LEXINGTON, KY, 40505-3412, US

1126 RUSSELL CAVE RD, LEXINGTON, KY, 40505-3412, US

1126 RUSSELL CAVE RD, LEXINGTON, KY, 40505-3412, US

Addendum(s) attached: TYES (check if yes and indicate total number of pages;)

GREENLINE RICOH PRO C7200S

GBC STREAMPUNCH ULTRA DIE C4 COIL 43-47H

TERMS AND CONDITIONS

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- 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 nonappropriation 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
- Additional Provisions (if any) are:

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(a)

LSLADD PS 08.19

Ricolag and the Ricolad ogo are registered trademarks of Ricola Company. Ltd. 31237836

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

CUSTOMER CO	Accepted by: RICOH USA, INC.
By: X	By:
Authorized Signer Signature	Authorized Signer Signature
Printed Name:	Printed Name:
Title:Date:	Title:Date:

