

APPENDIX D TO DIR CONTRACT NO. DIR-CPO-5028

SERVICE AGREEMENT

Customer:

Full Legal Name: _____

Address: _____

City: _____ State: _____ Zip: _____

THIS Appendix D to DIR Contract No. DIR-CPO-5028 SERVICE AGREEMENT (“Agreement”) is made by and between Ricoh USA, Inc. (“Ricoh”), with its principal place of business at 300 Eagleview Blvd., Exton, PA 19341 and the customer listed above (“Customer”). This Agreement shall be effective from the ____ day of _____, 20____ and shall remain in effect for so long as any current or renewal term of any statement of work (a “Statement of Work”) executed by Ricoh and Customer remains in effect. Any expiration or earlier termination of this Agreement shall not, however, be deemed to terminate, alter or otherwise modify the term of any Statement of Work entered into by the parties, which shall remain in effect in accordance with its terms and the terms and conditions of DIR Contract No. DIR-CPO-5028.

1. Services. Ricoh and/or its subsidiary companies will provide Customer and/or its subsidiary and associated companies with the services more particularly described in Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work (collectively, “Services”) at the Customer location(s) (each a “Center”) identified in Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work. In order to obtain Services from Ricoh hereunder, Customer and Ricoh will execute an Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work.

2. Personnel. Ricoh will provide the personnel (“Personnel”) to perform Services. Personnel shall at all times be the employees of Ricoh, and Ricoh shall be solely responsible for the supervision, daily direction and control of such Personnel. While on-site at any Customer location, Personnel shall comply with Customer’s reasonable policies and procedures pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement. Ricoh shall have the right to remove, reassign, or take any other employment-related action with respect to any of its Personnel furnished pursuant to this Agreement. In the event of such removal or reassignment, Ricoh will furnish a replacement. In addition, Ricoh shall be responsible for payment of all compensation, benefits and employer taxes relating to such Personnel (including workers’ compensation and disability). If Customer is authorized by DIR Contract No DIR-CPO-5028 or by law to perform background checks on Ricoh Personnel performing Services under this Agreement, then it shall provide Ricoh with advance written notice of any such requirement before the commencement of work under this Agreement. Ricoh reserves the right to hire temporary employees or subcontractors, if the circumstances require, in order to operate at any Center or to accommodate special requests from Customer. The parties do not hereby intend to enter into a partnership or joint venture, to become agents of one another or to have their respective personnel become agents of the other, and the relationship between Ricoh and Customer shall at all times be that of independent contractors.

3. Removal of Personnel. Should Customer determine that any Personnel are not performing in accordance with the requirements of this Agreement, Customer shall provide Ricoh with written notice of such failure. Within five (5) business days of Ricoh’s receipt of such notice, and in accordance with Ricoh policy and procedure, Ricoh shall remedy the deficiency with the Personnel in question. Notwithstanding, if Customer believes that an action of Personnel warrants immediate action by Ricoh, Customer shall contact Ricoh and provide Ricoh in writing with the reason for requesting such immediate action. Customer may not request that Ricoh take action because of race, religion, gender, age, disability, or any other legally-prohibited basis under federal, state or local law.

4. Prohibition on Hiring. Reserved.

5. Space and Utilities. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Services. Customer will maintain the designated space for the Center(s) free from any unsafe conditions and will make available to the Ricoh personnel and subcontractors any safety equipment or materials provided by Customer to Customer’s own employees and subcontractors. Customer shall provide adequate security for equipment, supplies, and other items of value utilized by Ricoh in the performance of the Services. Customer shall bear all losses resulting from the theft or loss of such equipment, supplies and/or items of value, except those negligently or willfully caused by Ricoh or Ricoh’s employees or subcontractors. Ricoh’s inability to fulfill its obligations under this Agreement because of any failure of Customer to meet its obligations under this Section shall not constitute a breach of this Agreement or other default by Ricoh.

6. Software. (a) Ricoh will provide the Services under any Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work between 8:00am and 5:00pm Monday to Friday excluding public holidays and exclusive of State of Texas published holidays listed on the Texas Comptroller of Public Accounts website at: <https://comptroller.texas.gov/about/holidays.php> (“Normal Business Hours”).

(b) If Ricoh is engaged to provide software support under any Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work (“Software Support”), Ricoh will during Normal Business Hours provide support for software supplied by Ricoh (“Software”) in accordance with the terms and conditions of DIR Contract No. DIR-CPO-5028 and this Agreement. Software Support is advice by telephone, email or via the Ricoh or the developer’s website following receipt of a request from the Customer to diagnose faults in the Software and advice to rectify such faults (remotely or by attendance on site as determined by Ricoh).

(c) The Services provided by Ricoh under this Agreement and each Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work will not include the following: (i) Software Support resulting from misuse (including without limitation failure to maintain a proper environment for the Software, improper voltage or the use of supplies that do not conform to the manufacturer’s specifications); (ii) service calls or work which the Customer requests to be performed outside of Normal Business Hours (unless covered under an extended hour service contract and in accordance with DIR Contract No. DIR-CPO-5028); (iii) any Software Support or system support or the connection of any hardware or software to any Customer network or system unless specified in the Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work; (iv) parts no longer available from the applicable manufacturer; and (v) electrical work, including problems resulting from overloaded or improper circuits. Except as provided by Appendix A to DIR Contract No. DIR-CPO-5028, in no event shall Ricoh be

liable for any damages resulting from or related to any failure of software, including, but not limited to, loss of data, or delay of delivery of Services hereunder. 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. Additionally, Service necessitated as a result of inadequate key operator involvement or any operator caused damage may result in Service being rendered on a time-and-material basis in addition to the Service Charges.

7. Service Calls. Service calls will be made during Normal Business Hours at the Center shown on the applicable Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work. Labor-time for service calls outside of Normal Business Hours, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged on a time-and-material basis. Pre-approved Travel Expense Reimbursement shall be handled in accordance with Appendix A of DIR Contract No. DIR-CPO-5028. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components.

8. Warranties. (a) Ricoh will perform its Services (i) in accordance with the applicable manufacturer's specifications and (ii) to meet the Service Levels, as defined in Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work.

(b) Ricoh warrants that the Services performed hereunder will be performed in a good and workmanlike manner, and Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed.

(c) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN DIR CONTRACT NO. DIR-CPO-5028, HEREIN, OR IN AN ORDER FORM, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM.

9. Services. For fixed fee or variable fee Services, pricing for such Services shall be in accordance with DIR Contract No. DIR-CPO-5028, Customer shall sign a form of Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work. In addition to the terms and conditions of DIR Contract No. DIR-CPO-5028 and this Agreement, the following terms shall apply to any Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work:

9.1 Intellectual property rights arising from the services provided under any Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work shall remain the property of Ricoh, and nothing contained in any Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work or that may be independently developed by Ricoh outside the scope of the Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work and without use of any confidential or otherwise restricted material or information thereunder. Customer shall not use any services provided pursuant to an Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work for any unlawful purpose.

10. Fees and Charges. Customer shall pay the fees for the Services as specified on Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work ("Service Charges") and in accordance with DIR Contract No. DIR-CPO-5028. As per Section 151.309, Texas Tax Code, Government Customers under this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, Government Customers under this Agreement are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Pricing shall be in accordance with DIR Contract No. DIR-CPO-5028.

11. Invoicing. Ricoh shall invoice Customer in accordance with Appendix A of DIR Contract No. DIR-CPO-5028. Payment shall be in accordance with Appendix A of DIR Contract No. DIR-CPO-5028.

12. Termination of Services. Termination shall be handled in accordance with Appendix A of DIR Contract No. DIR-CPO-5028.

13. Confidentiality. To the extent authorized by the Texas Public Information Act, Ricoh recognizes that it must perform the Services in a manner that protects any information of Customer or its clients that Customer has clearly identified to Ricoh as being confidential (such information hereafter referred to collectively as "Customer Confidential Information") that may be disclosed to Ricoh hereunder from improper use or disclosure. Ricoh agrees to treat Customer Confidential Information on a confidential basis. To the extent authorized by the Texas Public Information Act, Ricoh further agrees that it will not disclose any Customer Confidential Information without Customer's prior written consent to any third party except to authorized representatives of Customer or to employees or subcontractors of Ricoh who have a need to access such Customer Confidential Information to perform the Services contemplated hereunder. Customer Confidential Information shall not include (i) information which at the time of disclosure is in the public domain, (ii) information which, after disclosure becomes part of the public domain by publication or otherwise through no fault of Ricoh, (iii) information which can be established to have been independently developed and so documented by Ricoh or obtained by Ricoh from any person not in breach of any confidential obligations to Customer or (iv) information that is required to be disclosed pursuant to the Texas Public Information Act. The terms of this Agreement shall not be considered to be Customer Confidential Information. Notwithstanding anything in this Agreement 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 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.

14. Insurance. 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 Agreement. If Customer is a governmental entity, Ricoh agrees that Customer may self-insure to fulfill this requirement. Ricoh will maintain insurance coverage in accordance with Appendix A of DIR Contract No. DIR-CPO-5028. Upon request, each party agrees to deliver the other evidence of such insurance coverage.

15. Indemnification. Indemnification shall be in accordance with of Appendix A of DIR Contract No. DIR-CPO-5028. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable laws or regulations relating to export and re-export control

(collectively "Export Laws") and for obtaining any applicable authorization or license under the Export Laws. Customer represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Export Law.

16. Limitations. Limitation of Liability shall be in accordance with Appendix A of DIR Contract No. DIR-CPO-5028. Force Majeure shall be handled in accordance with Appendix A of DIR Contract No. DIR-CPO-5028.

17. Assignment. Assignment will be handled in accordance with Appendix A of DIR Contract No. DIR-CPO-5028.

18. Governing Law. This Agreement and any United States Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work shall be governed by the laws of the State of Texas. Venue shall be the State Courts of Travis County, Texas. Nothing herein shall be construed to waive the state's sovereign immunity. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

19. Out of Scope Services. Notwithstanding anything to the contrary set forth herein or in any Schedule or Exhibit hereto or any current or future course of dealing between the parties, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT DO NOT INCLUDE, AND RICOH SHALL HAVE NO OBLIGATION TO PROVIDE, OR ANY LIABILITY FOR, ANY OUT OF SCOPE SERVICES. SIMILARLY, THE FEES PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DO NOT CONTEMPLATE THE PROVISION OF ANY OUT OF SCOPE SERVICES. For this purpose, the term "Out of Scope Services" shall include by way of illustration and not to be limited to any and all of the following: the operation or maintenance of any heavy equipment or machinery, including forklifts and stackers; the use or operation of any non-Ricoh vehicles; the handling or delivery of cash, checks, securities or negotiable instruments; security services, including x-ray, screening, guard or similar security measures; catering services; the leasing of real estate; chauffer, limo or shuttle services; and the shipping,

handling, or delivery of lithium batteries (as prohibited by law or otherwise not in accordance with Ricoh's specifically titled Lithium Shipping Procedures), explosives, drugs, chemicals, hazardous wastes, biological materials, medical supplies, medical wastes, food items, organic and other perishables. In the event that Customer desires to obtain any Out of Scope Services, Customer should contact its Ricoh account executive to discuss available solutions for such services.

20. Miscellaneous. The parties agree that DIR Contract No. DIR-CPO-5028 and the terms and conditions contained in this Agreement and in each Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work hereto, and the documents attached to or referred to in any of the foregoing, make up the entire agreement between them regarding the Services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein. In the event of a conflict between this Agreement and DIR Contract No. DIR-CPO-5028, the DIR Contract shall prevail. Any purchase order or other ordering documents issued by Customer at any time for any reason will not modify or affect this Agreement or any Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work hereto, nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the Services ordered. Except as otherwise expressly set forth herein or therein, any change in any of the terms and conditions of this Agreement or any Appendix C to DIR Contract No. DIR-CPO-5028 Statement of Work must be in writing and signed by both parties. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of DIR Contract No. DIR-CPO-5028 or this Agreement is held to be invalid or unenforceable, it shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. All notices will be handled in accordance with Appendix A of DIR Contract No. DIR-CPO-5028.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of _____, 20__.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____