

DIR-CPO-5028 Appendix C SOW

Statement of Work

Customer Name:	XXXXXX
Term of Service:	36 Months The Term of Services begins on the date on which Customer executes this Statement of Work until the third anniversary of the date on which any of the Services is first available for Customer's production use as indicated on Ricoh's initial invoice for that Service (the "Deployment Date").

CUSTOMER DETAILS

Customer Name: XXXXXX

Primary Contact Information:

State of Incorporation: _____

Name: xxxxx _____

Type of Incorporation: _____

Position: _____

Address: xxxxxx _____

Phone: 0 _____

City: _____

E-mail: _____

State: _____

Zip: _____

Pricing valid from: _____

Phone: 0 _____

Pricing valid until: _____

Total Locations: 0

*Tax Exempt: _____

Prepared By: _____

**A copy of Customer's tax exempt certificate is required if applicable.*

All signed contracts and Statements of Work are subject to credit approval.

Detailed Pricing Summary

Non-Recurring Services

Installation	Qty	Unit Price	Total Fees
Group Total			

Total Non-Recurring Charges - all locations

Monthly Recurring Services

Backup and Recovery	Qty	Unit Price	Total Fees
Group Total			

O365	Qty	Unit Price	Total Fees
[MRR] OFFICE 365 END USER SUPPORT <i>Microsoft end user terms apply.</i>			
Group Total			

IT Essentials	Qty	Unit Price	Total Fees
[MRR] WORKSTATION MANAGEMENT			
[MRR] PRESCHEDULED ON SITE DAYS			
[MRR] SERVER MANAGEMENT			

[MRR] ISP ROUTER MANAGEMENT			
[MRR] FIREWALL MANAGEMENT			
[MRR] NETWORK MONITORING AND MANAGEMENT (ADDITIONAL DEVICE)			
Group Total			

Managed Security	Qty	Unit Price	Total Fees
[MRC] MOBILE DEVICE MANAGEMENT - MGMT ONLY			
Group Total			

Total Monthly Recurring Charges - all locations

Additional Contract Terms Specific to Statement of Work

General Provisions	
1.1	Ricoh USA, Inc. ("Ricoh") will perform Customer-requested services not listed in a Statement of Work at Ricoh's then-current time rate and subject to available Ricoh resources. Ricoh's time rate as of the Effective Date of this Statement of Work is \$160/hour during Ricoh's normal business hours and \$240/hour outside of Ricoh's normal business hours.
1.2	Reserved.
1.3	Ricoh's normal business hours are Monday through Friday, 7:00 AM to 7:00 PM local time, excluding holidays observed by the federal government, and limited to Customer locations within the Continental United States.
1.4	Reserved.
1.5	Payments for Hardware/Software shall be collected from Customer in accordance with the Applicable Terms and Conditions. All warranties & return authorizations are subject to individual manufacturer's policies.
1.6	There are no travel charges associated with regularly scheduled visits.
1.7	For the BDR Service: Fees for each server added after initial setup: \$500 one-time server backup setup fee plus an additional \$50/month fee. Additional fees may apply if added servers generate off-site data in excess of included amount. Fees for off-site data in excess of the included amount: \$40/month per 50GB block. Number of Message Level backup licenses must be greater than or equal to the number of mailboxes on the server. If the number of mailboxes is not greater than the number of licenses at the time of a restore request, additional licenses must be purchased at \$3.00/mailbox (one-time fee).
1.8	For the BDR Service: Customer acknowledges receipt of the number of the BDR Appliances set forth in the Pricing section of this Statement of Work (each such device, an "Assigned BDR Appliance"). The Assigned BDR Appliance(s) are and shall each remain the property of Ricoh or its vendors. Ricoh may document the identity of each Assigned BDR Appliance in any reasonable manner, and as between the parties, Ricoh documentation shall be conclusive proof of the identity of each Assigned BDR Appliance for all purposes. Customer shall: (a) use reasonable efforts to protect each Assigned BDR Appliance from loss, theft, damage, or destruction; (b) return each Assigned BDR Appliance to Ricoh by no later than ten (10) days after Ricoh so requests in writing; and (c) pay Ricoh \$6,000 and setup fees for each Assigned BDR Appliance that is lost, stolen, damaged or destroyed. Ricoh shall cooperate with Customer in obtaining appropriate insurance coverage for the Assigned BDR Appliances, as Customer may reasonably request.

General Provisions	
1.9	For the BDR Service: Any server or volume not configured to be backed up offsite cannot be recoverable in the Cloud or locally in the event the original data on the server(s) and the data on the BDR Appliance are both destroyed or made unavailable.
1.10	For the BDR Service: If either party terminates this Statement of Work, Ricoh will assist Customer in the orderly termination of services, including the archiving of backup data. Customer agrees to pay Ricoh the actual costs of rendering such assistance at Ricoh's time and materials rates in effect on the date of Customer's request. If Customer wants a copy of the backup data on the local BDR Appliance, Customer must either purchase hard drive(s) from Ricoh or provide the drive space to transfer to prior to the last day of service. Once services are de-provisioned, all off-site and local backup data are immediately deleted and cannot be accessed in the future. If the Ricoh backup software is removed from a server, backups will fail and data changed during that backup failure period will not be recoverable. If someone other than Ricoh removes the backup agent from a server(s), Ricoh will bill the Customer the server backup setup fee for each server that needs backups reinstated. Depending on data change rates and growth and length of time, the BDR will eventually run out of storage space and need to be re-based. All monthly backups can be copied to drive(s) provided by Customer or purchased from Ricoh. The time to archive and rebase is billable at the time and materials rates.
1.11	For the prescheduled OnSite Days service, the visits are predetermined, limited to a single location, and occur between 8:30 am to 5:00 pm with a half-hour lunch. The frequency of the visits is determined by the program selected by Customer on the Statement of Work. Ricoh is not required to reschedule visits, but will try to accommodate reasonable rescheduling requests. Unused visits are not refundable. Partial or split visits are not permitted.
1.12	Reserved.
1.13	Customer is responsible for the supply and maintenance of Ethernet cabling and power for the printers, servers, and access points. To the extent that Ricoh expends resources diagnosing faulty cabling plant or power, Customer agrees to pay Ricoh's then-current time rate.
1.14	Customer is responsible for application-related maintenance on third-party software, such as establishing login accounts and re-indexing databases.
1.15	Ricoh firewall setup includes standard configuration and installation of Ricoh-managed firewall devices. Any work outside this scope is billed at Ricoh's then-current time and materials rates (e.g., DMZ creation, VPN configuration to non-Ricoh managed devices, IP address mapping).
1.16	For the Helpdesk service, Ricoh will remotely provide support for each incident for desktops during Ricoh's normal business hours. Helpdesk services are remote only. On-site support is billed at Ricoh's then-current time rate.
1.17	Unscheduled Onsite Support: Ricoh offers the ability to have a support technician dispatched to a Customer site at unscheduled times. Ricoh will attempt to resolve all cases remotely. However, after reasonable effort and analysis, Ricoh, at its sole discretion, will propose a dispatch for resolution. During business hours Customers with Unlimited Onsite Dispatch receive onsite dispatches at no charge; Customers without Unlimited Onsite Dispatch would be billed current time and material rates. During non-business hours all Customers are billed time and material rates for onsite services. No billable unscheduled dispatch will take place without the prior express consent of the Customer.

Additional Terms

1. For the purposes of this Statement of Work:

- a. "Effective Date" means the date on which both parties agree to this SOW; and
- b. "Services" means any one or more of the services specified in this SOW;
- c. The "Term of Service" begins on the date on which any of the Services is first available for Customer's production use as indicated on Ricoh's initial invoice for that Service (the "Deployment Date") and continue for the number of months indicated on page one of this SOW.

2. Fees & Payment: Customer shall pay fees, under the terms of the Agreement:

- (a) for each item of hardware and software, as stated in the Hardware & Software Section of the Detailed Pricing Summary that appears in this SOW (the "Detailed Pricing Summary");
- (b) for each of the non-recurring services, as specified in the Non-Recurring Services Section of the Detailed Pricing Summary; and
- (c) for each of the Monthly Recurring Services, for each month during the Term of Service as stated in the Monthly Recurring Services section of the Detailed Pricing Summary.

3. Third-Party Vendor End User Terms:

- (a) Customer enters into and agrees to comply with additional terms imposed by each of Ricoh's third-party vendors listed in the Product Details sections of this SOW that govern Customer's access to and use of those third-party vendors' products or services as part of one or more of the Services; and
- (b) authorizes Ricoh to represent to each of those third-party vendors that Customer has so agreed.

General

All services specified in this SOW are provided under and subject to the terms and conditions of the Agreement. In the event of a conflict between this SOW and the Agreement, the Agreement shall control. This SOW, the Agreement, and the documents attached to or referred to in any of the foregoing, each of which is hereby incorporated by reference and made part of this SOW, are the sole and exclusive agreement between the parties concerning the subject matter of this SOW and supersede all proposals, prior agreements, and communications between the parties, in any form, relating thereto. For the purposes of this SOW, "Agreement" means the DIR Contract No. DIR-CPO-5028.

Counterparts; Delivery by Electronic Means. This Statement of Work may be executed by electronic means and in counterparts, each of which will be deemed an original. Both counterparts of this Statement of Work will constitute one and the same instrument. Delivery of executed counterparts of this Statement of Work may be made by electronic means.

Authority. Each party represents and warrants to the other that the person signing this SOW on its behalf below is its duly authorized agent, who is specifically authorized to enter into the SOW on its behalf.

CUSTOMER

RICOH USA, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____