

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
Ricoh Americas Corporation
Nevada Contract Number: 1715
(hereinafter "Contractor")

And

State of South Dakota
Contract #16080
(hereinafter "Participating State")

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1. Scope: This addendum covers the WSCA Multifunction Copiers and Related Software Contract lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. Participation: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

All purchases or leases made from this price agreement by agencies, institutions, public universities, officers, boards or commissions of the State of South Dakota are subject to moratorium exemption approval by the Bureau of Information and Telecommunications, and must be routed through the Office of Procurement Management or as otherwise directed by the Bureau of Administration. A purchase order issued by the Office of Procurement Management will authorize the purchase or lease.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the WSCA administrative fee.

3. Participating State Modifications or Additions to Master Price Agreement:

With respect to any placements issued off the Ricoh Lease Agreement described below, changes to the following section shall be made: The first sentence of Section 5.4.5.3 of the Agreement is hereby modified to read as follows: "All leases may be bought out to return to the Successful Vendors, although operational, fair market value, non cancelable rentals and capital leases will be subject to a termination charge."

Assignment of Anti-trust Claims: The contractor hereby agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the

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antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by the State of South Dakota in connection with this contract.

4. Lease Agreements Service Providers (as defined below) and the State, State agencies, political subdivisions and other entities authorized by the State, may agree to enter into separate lease agreements under this Participating Addendum in the form set forth in Exhibit A (Ricoh Lease Agreement) (the "Lease Agreement"). Notwithstanding anything to the contrary in this Participating Addendum, in the event of a conflict between any Lease Agreement and the Agreement, the terms of the Lease Agreement will supersede and control.

5. Primary Contacts: The primary government contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name: Shannon Berry
Address: 515 East Musser Street
Telephone: (775) 684-0171
Fax: (775) 684-0188
E-mail: lcalliso@purchasing.state.nv.us

Contractor

Name: Bart Lemmon
Address: Five Dedrick Place, West Caldwell NJ, 07006
Telephone: 425-255-0730
Fax: 425-228-2115
E-mail: bart.lemmon@ricoh-usa.com

Participating State

Name: Kathy Stasch, Purchasing Specialist
Address: 523 East Capitol Ave, Pierre, SD, 57501
Telephone: 605-773-6877
Fax: 605-773-4840
E-mail: Kathy.Stasch@state.sd.us

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6. Subcontractors:

All Ricoh Americas Corporation authorized dealers and resellers authorized in the State of South Dakota, as shown on the Dedicated Ricoh (WSCA) website, are approved to provide sales and service support to participants in the WSCA Master Pricing Agreement ("Service Providers"). The Ricoh dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

7. Purchase Order Instructions:

Orders can be made out to (a) RICOH AMERICAS CORPORATION or (b) IKON Office Solutions, Inc. ("IKON") - a Ricoh Subsidiary.

All orders should contain the following information (1) "This P.O. is subject to WSCA Contract #1715 and the State Contract Price Agreement number 16080" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, monthly payment (if leased), itemized list of accessories (4) CPC rate of the service program that is selected.

Please channel your PO through one of our authorized distribution entities so they can arrange for proper ordering and installation of your unit.

For Ricoh Americas Orders:

Address Purchase Orders to:	Purchases Remit Payment to:	Leases Remit Payment to:
Ricoh Americas Corporation c/o Local Distribution Entity 5 Dedrick Place West Caldwell NJ 07006-6304	Ricoh Americas Corporation 5 Dedrick Place West Caldwell NJ 07006-6304	Ricoh Americas Corporation PO BOX 41602 Philadelphia, PA 19101

For IKON:

Issue the PO to IKON and include the information above. IKON will install and invoice directly. Payments will be made in accordance with the WSCA contract to the addresses as set forth in such agreement with IKON.

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8. Maintenance and Service Warranty: Service Provider warrants that any Service Provider serviced equipment will perform in accordance with the manufacturer's specifications. If equipment fails to perform in accordance with the manufacturer's specifications, Service Provider will repair the equipment or replace the equipment with equipment of equal or greater functionality at no additional cost to the State. EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

9. Insurance: Service Provider will maintain the following insurance limits while performing any services under this Participating Addendum: (a) Workers' Compensation Insurance for Service Provider employees, including coverage required under the State's and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance that includes the State as an additional insured with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate.

10. Indemnity. Service Provider will indemnify, defend and hold harmless the State from all third-party claims incurred by the State arising out of the death or bodily injury of any agent, employee, or business invitee of the State, or the damage, loss, or destruction of any tangible property, to the extent caused by the negligent acts or omissions or willful misconduct of Service Provider.

11. Audit Rights. Upon the prior written request of the State and no more frequently than once a year during the term of this Agreement, Service Provider will provide copies of the documentation that is reasonably necessary for the State to confirm its payment obligations under any invoice. Service Provider will assist the State in connection with its efforts to verify the completeness and accuracy of the invoices. In no event, however, will Service Provider be obligated to disclose any confidential information not directly pertaining to the invoice in question.

12. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 16080 and the Lead State price agreement number: 1715.

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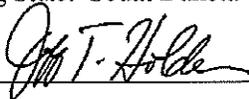
This Participating Addendum and the Master Price Agreement number 1715 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

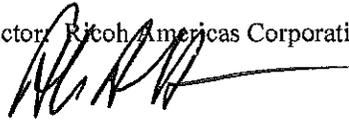
13. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: South Dakota

Contractor: Ricoch Americas Corporation

By: 

By: 

Name: Jeff T. Holden

Name: ALLEN A HAWK

Title: Director, Office of Procurement Mgt

Title: VP

Date: February 7, 2011

Date: 2/8/11



**MASTER TERMS AND CONDITIONS
OF LEASE AGREEMENT
WSCA RFP No. 1715
For Multifunction Copiers & Related Software**

1. LEASE OF EQUIPMENT. This Master Terms and Conditions of Lease Agreement (this "Lease Agreement") between Ricoh Americas Corporation ("Ricoh") and the entity identified below as Customer is executed pursuant to RFP No. 1715 for Multifunction Copiers & Related Software on behalf of the Western States Contract Alliance (WSCA) dated April 27, 2009 and the Participation Agreement dated _____ between Ricoh and the State of _____, and establishes the general terms and conditions under which Ricoh or a third party Lessor assignee (a "Lessor") may, from time to time, lease Equipment (as hereunder defined) to Customer. If so assigned by Ricoh to a Lessor, the term "Ricoh" shall also mean and include such third party Lessor's assignee as to Ricoh's rights, remedies and entitlements hereunder and each Order Agreement (as hereunder defined) so assigned, but not Ricoh's obligations. The terms hereof shall be deemed to form a part of each Order Agreement for Lease (each, an "Order Agreement") executed by the parties which references this Lease Agreement. "Equipment" shall mean items of equipment, accessories and software set out in any Order Agreement. Ricoh agrees to lease the Equipment to Customer on the terms and conditions contained herein and as set forth on the Order Agreement. Customer promises to pay to Ricoh an Equipment Payment and, if applicable, a Maintenance Payment (together the "Lease Payment") set forth in the Order Agreement. Each Order Agreement shall constitute a separate assignable lease agreement incorporating all of the terms hereof. In the event of a conflict between the terms and conditions of any Order Agreement and the provisions hereof, the provisions of the Order Agreement shall prevail.

2. TERM AND LEASE. This Lease Agreement shall become effective upon acceptance and execution by Ricoh and shall remain effective at least until the expiration of the Term of the last Order Agreement hereunder. Each Order Agreement goes into effect on the date Lessee signs Ricoh's Delivery and Acceptance form or otherwise acknowledges that the Equipment has been installed in good working order and has been accepted by the Lessee (the "Effective Date").

Each Order Agreement is effective on the date that it is accepted and signed by Ricoh, and the term of each Order Agreement begins on that date or any later date that Ricoh designates (the "Commencement Date") and continues for the term stated on the Order Agreement. As Customer will have possession of the Equipment from the date of its delivery, if Ricoh accepts and signed the Order Agreement, Customer will pay Ricoh interim rent for the period from the date the Equipment is delivered to Customer and the Commencement Date, as reasonably calculated by Ricoh based on the Lease Payment, the number of days in that period, and a month of 30 days.

Lease Payments will be due as invoiced until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to Customer under the Order Agreement are paid in full. **THIS LEASE AGREEMENT AND ALL ORDER AGREEMENTS ARE NON-CANCELLABLE BY CUSTOMER.** CUSTOMER'S OBLIGATION TO PAY THE LEASE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM. All payments shall be made to Ricoh at the address indicated by Ricoh in writing.

3. REPAIR AND MAINTENANCE. If a Order Agreement includes repair and maintenance services, such services shall be provided pursuant to the terms of the Terms and Conditions for Maintenance Services as set forth in the Participation Agreement between Customer and Ricoh.

4. TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION. Unless Customer has been granted a \$1.00 purchase option under the applicable Order Agreement, Ricoh owns the Equipment and Customer has the right to lease the Equipment for the full Lease Term provided the Customer complies with the terms and conditions of the Order Agreement and this Lease Agreement. For all purposes under the Order Agreement and this Lease Agreement, the Equipment is and shall remain personal property even though the Equipment may become attached to any real estate. Customer agrees not to permit a lien to be placed upon the Equipment or to remove the

Equipment from its place of installation without Ricoh's prior written consent, which consent shall not be unreasonably withheld. If Ricoh feels it is necessary, Customer agrees to provide Ricoh with waivers and interest of liens, from anyone claiming any interest in the real estate on which any item of Equipment is located. Ricoh also has the right, at reasonable times, to inspect the Equipment.

5. ASSIGNMENT. WITHOUT PRIOR WRITTEN CONSENT OF RICOH, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD WITH RICOH ACTING AS A COMMERCIALY REASONABLE AND PRUDENT LESSOR GIVEN ALL OF THE FACTS AND CIRCUMSTANCES THEN KNOWN TO RICOH, CUSTOMER SHALL NOT (i) ASSIGN, TRANSFER, PLEDGE OR HYPOTHECATE THIS LEASE AGREEMENT OR ANY ORDER AGREEMENT, THE EQUIPMENT OR ANY PART THEREOF OR ANY INTEREST THEREIN OR (ii) SUBLET OR LEND THE EQUIPMENT OR PERMIT IT TO BE USED BY ANYONE OTHER THAN CUSTOMER AND CUSTOMER'S EMPLOYEES. Ricoh may assign this Lease Agreement or any Order Agreement and the Equipment to a Lessor and its rights, remedies and entitlements thereunder (but not Ricoh's obligations), at any time in whole or in part, without notice to the Customer. Customer shall not assert against any assignee Lessor, any claim or defense it may have against Ricoh, but rather shall assert the same only against Ricoh. No assignment of this Lease Agreement or any Order Agreement shall release Ricoh from any obligations Ricoh may have to Customer. In the event this Lease Agreement or any Order Agreement is assigned by Ricoh to a Lessor, the following provisions are also applicable:

(a) **Selection of Equipment/Disclaimer of Warranties:** Customer has selected the Equipment and the supplier from whom Lessor agrees to purchase the Equipment at Customer's request. Lessor is not the manufacturer of the Equipment and Lessor is leasing the Equipment to Customer "AS-IS". Customer has selected the Equipment and Lessor MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Lessor transfers to Customer for the term of a Order Agreement all warranties, if any, made by Ricoh. CUSTOMER ALSO ACKNOWLEDGES THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AGREEMENT OR ANY ORDER AGREEMENT AND, EXCEPT FOR THE RICOH WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT A ORDER AGREEMENT OR THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. CUSTOMER'S OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER A ORDER AGREEMENT WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH CUSTOMER MAY HAVE OR ASSERT AGAINST RICOH.

IN THE EVENT THE PERIODIC PAYMENTS UNDER AN ORDER AGREEMENT INCLUDES THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY RICOH, CUSTOMER ACKNOWLEDGES THAT, IF THAT ORDER AGREEMENT IS ASSIGNED, THE ASSIGNEE LESSOR IS NOT RESPONSIBLE FOR PROVIDING SUCH MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. CUSTOMER WILL MAKE ALL CLAIMS FOR MAINTENANCE AND/OR SERVICE SOLELY AGAINST RICOH AND SUCH CLAIMS WILL NOT AFFECT CUSTOMER'S OBLIGATION TO MAKE ALL PERIODIC PAYMENTS UNDER SUCH ORDER AGREEMENT TO THE ASSIGNEE LESSOR.

(b) **Use, Maintenance and Repair:** Customer is required, at its own cost and expense, to arrange to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear. All replacement parts used or installed and repairs made to the Equipment will become Lessor's property. Customer may, with Lessor's prior written consent, make modifications to the Equipment; provided such modifications

do not reduce the value or usefulness of the Equipment or result in the loss of any warranty or any certification necessary for the maintenance of the Equipment and such modifications must be easily removable without causing damage to the Equipment. Before returning the Equipment, Customer agrees to remove such modifications and restore the Equipment to its original condition. If Customer fails to remove such modifications, Lessor is deemed the owner of such modifications.

(c) Maintenance and Additional Copy Charge Administration: Customer acknowledges that Lessor, purely as an administrative convenience to Customer and Ricoh, may bill, collect and otherwise administer Maintenance Payments on Ricoh's behalf and agrees that Lessor has no liability or responsibility for the performance thereof.

(d) The terms and conditions of this Lease Agreement are the only terms and conditions governing the Lease of the Equipment by Customer and no other agreements between Ricoh and Customer will have any effect upon, or otherwise affect, the terms and conditions of this Lease Agreement.

6. **REDELIVERY AND RENEWAL.** Upon at least sixty (60) and not more than one hundred twenty (120) days written notice to Ricoh prior to the expiration of the Initial Term or any Renewal Term of the applicable Order Agreement, Customer at its option may (i) renew the Order Agreement for an additional term of at least twelve (12) months; (ii) exercise any applicable purchase option as specified in the applicable Order Agreement; or (iii) return the Equipment, freight and Insurance prepaid, to Ricoh in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Ricoh. If Customer fails to notify Ricoh or having notified Ricoh, Customer fails to return the Equipment or exercise one of its other options provided herein, the applicable Order Agreement shall renew for consecutive sixty (60) day periods with Lease Payments in effect at the expiration of the Initial Term of the Order Agreement.

7. **LOSS OR DAMAGE.** Customer is responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves Customer from any obligation under a Order Agreement. Customer agrees to promptly notify Ricoh in writing of any loss, destruction or damage to the Equipment and Customer will, at Ricoh's option, (i) repair the Equipment to good condition and working order, (ii) replace the Equipment with like equipment in good repair, condition and working order, acceptable to Ricoh and transfer clear title to such replacement equipment to Ricoh, and such Equipment shall be subject to the Order Agreement and be deemed the Equipment, or (iii) pay to Ricoh the present value of the total of all unpaid Lease Payments for the full Order Agreement term, plus either the anticipated value of the of the Equipment at the end of the Order Agreement term as reasonably determined by Ricoh or any End of Order Agreement Option price stated on the Order Agreement, whichever is greater (the "FMV"), with the accelerated Lease Payments and the FMV discounted at 3% per annum, plus reasonable costs of collection and attorneys' fees, whereupon the applicable portion of the Order Agreement shall terminate. All proceeds of Insurance received by Ricoh as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of Customer's obligations. As between a Lessor and Customer, Lessor is not responsible for any losses or injuries caused by the Equipment and Customer will defend and indemnify such Lessor from any claims arising out of or related to the Equipment.

8. **TAXES.** Except for tax on Ricoh's income, Customer agrees to pay all license and registration fees, personal property taxes, sales and use taxes and all other taxes and charges relating to the leasing, ownership, use, rental, possession, sale and use of Equipment as part of the Lease Payment or as billed by Ricoh. Where taxes are paid by Ricoh on Customer's behalf, Customer agrees to reimburse Ricoh for all such payments, plus interest and reasonable costs incurred in collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

9. **LATE CHARGES.** If any Lease Payment or any other amount payable under any Order Agreement is not paid within 10 days of when due, Customer will pay to Ricoh a late charge of five percent (5%) of the past due payment or \$10.00, whichever is greater, but only to the extent permitted by applicable law.

10. **INSURANCE.** Customer will provide and maintain at its own expense (i) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming Ricoh as loss payee, and (ii) public liability and third party property insurance, naming Ricoh as an additional insured. Customer will give Ricoh certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to Ricoh, and will provide that Customer will be given 30 days advance notice of any cancellation or material change of such insurance. If Customer does not give Ricoh evidence of insurance acceptable to Ricoh, Ricoh has the right, but not the obligation, to obtain insurance covering Ricoh's interest in the Equipment for the term of the applicable Order Agreement, including any

renewal or extensions, from an insurer of Ricoh's choice, including an insurer that is Ricoh's affiliate. Ricoh may add the costs of acquiring and maintaining such insurance and its fees for its services in placing and maintaining such insurance upon which Ricoh may make a profit (collectively, "Insurance Charge") to the amounts due from Customer under each Order Agreement. Customer will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments. If Ricoh purchases insurance, Customer will cooperate with Ricoh's insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Lease Agreement or any Order Agreement will create an insurance relationship of any type between Ricoh and any other person. Customer acknowledges that Ricoh is not required to secure or maintain any insurance, and Ricoh will not be liable to Customer if Ricoh terminates any insurance coverage that Ricoh arranges. If Ricoh replaces or renews any insurance coverage, Ricoh is not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

11. **DEFAULT.** Customer is in default of this Lease Agreement and any Order Agreement if any of the following occurs: (i) Customer fails to pay any Lease Payment or other sum due under any Order Agreement when due; (ii) Customer breaches any warranty or other obligation under this Lease Agreement and fails to cure such breach within 15 days after notice from Ricoh; (iii) Customer becomes insolvent or unable to pay its debts when due; (iv) Customer stops doing business as a going concern; (v) Customer makes an assignment for the benefit of creditors; (vi) Customer undergoes a substantial deterioration in its financial condition; or (vii) Customer, any guarantor or any partner shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment or debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator shall be appointed of its or substantial part of its assets.

12. **REMEDIES.** Ricoh shall have the following remedies if a default should occur: (i) Upon written notice, declare the entire balance of the unpaid Lease Payments and all amounts to become due under any Order Agreement for the full term thereof immediately due and payable as liquidated damages and not as a penalty and be entitled to receive all Lease Payments and any other amounts then accrued or accelerated under a Lease Order Agreement or any other agreement plus the FMV (as defined in Section 7) with all accelerated Lease Payments and the FMV discounted at 3% per annum, but only to the extent permitted by law; (ii) Charge Customer interest on all monies due Ricoh at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; and (iii) Require that Customer return the Equipment to Ricoh and in the event Customer fails to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of a Order Agreement unless Ricoh expressly notifies Customer in writing. In the event the Equipment is returned or repossessed by Ricoh and Ricoh has terminated the Order Agreement, Ricoh may sell or re-rent the Equipment to any persons with any terms Ricoh determines, at one or more public or private sales, with or without notice to Customer, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent Customer's obligations to Ricoh with Customer remaining liable for any deficiency and with any excess being retained by Ricoh. The credit for any sums to be received by Ricoh from any such rental shall be discounted to the date of the agreement at five percent (5%) per year.

Customer is also required to pay (i) all expenses incurred by Ricoh in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

Customer agrees that any delay or failure to enforce Ricoh's rights under this Lease Agreement or any Order Agreement does not prevent Ricoh from enforcing any rights at a later time.

All Ricoh's remedies are cumulative, are in addition to any other remedies provided by law, and may, to the extent permitted by law, be exercised either concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy, or preclude the exercise of any other remedy. No failure on Ricoh's part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default.

13. **WARRANTY OF BUSINESS PURPOSE.** Customer hereby warrants and represents that the Equipment will be used for business purposes, and not for personal, family or household purposes.

14. **UCC FILINGS AND FINANCIAL STATEMENTS.** Customer authorizes Ricoh to file a financing statement with respect to the Equipment where permitted by the Uniform Commercial Code ("UCC"). The filing of financing statements is not to be construed as

evidence that only a security interest was intended to be created, but is to give public notice of Ricoh's ownership of or other interest in the Equipment. If any Order Agreement is deemed at any time to be one intended as security then Customer grants Ricoh a security interest in the Equipment and the proceeds from the sale, lease or other disposition of the Equipment.

15. NOTICE. Written notice will be deemed to have been given when delivered personally or the third day after being deposited in the United States mail, postage prepaid, addressed to such party at its address set forth in this Lease Agreement, in the Order Agreement or at such other address as such party may have subsequently provided to the other party in writing.

16. CHOICE OF LAW VENUE AND JURISDICTION. This Lease Agreement and the Order Agreements shall be governed by and construed in accordance with the laws of the State of South Dakota without regard to conflict of laws principles. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota. The parties irrevocably waive any right to trial by jury.

17. FOR GOVERNMENTAL ENTITIES ONLY. CUSTOMER COVENANTS: the Customer covenants and warrants that (i) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments Order Agreement to come due and to meet its other obligations under the Lease Agreement and any Order Agreement and that such funds have not been expended for other purposes; and (ii) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (e) restrain or enjoin the delivery of the Lease Agreement and any Order Agreement or the ability of the Customer to make its Lease Payments (as set out in the Order Agreement); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Lease Agreement and any Order Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; (iii) that the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Lease Agreement and any Order Agreement; and (iv) Customer has not previously terminated a Lease Agreement and any Order Agreement for non-appropriation, except as specifically described in a letter appended hereto.

SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) that its governing body has taken the necessary steps; including any legal bind requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Lease Agreement and any Order Agreement has been duly adopted and remains in full force and effect.

NON APPROPRIATION: In the event Customer is in default of the Lease Agreement and any Order Agreement because (i) funds are not appropriated for a fiscal period subsequent to the one in which the Lease Agreement and any Order Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Lease Agreement and any Order Agreement during said fiscal period; (ii) such non-appropriation did not result from any act or failure to act of Customer; (iii) Customer has exhausted all funds legally available for all payment due under the Lease Agreement or other due under any Order Agreement; and (iv) there is no other legal procedure by which payment can be made to Ricoh. Then, provided that (a)

Customer has given Ricoh written notice of the occurrence of (i) above thirty (30) days prior to such occurrence; (b) Ricoh has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) Customer does not directly or indirectly purchase, rent or in any way acquire any services or Equipment supplied or provided for hereunder; upon receipt of the Equipment delivered to a location designated by Ricoh, at Customer's expense, Ricoh's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Ricoh in its sole discretion may desire, without any duty to account to Customer.

18. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease Agreement and the Order Agreements contain the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provisions of this Lease Agreement or any Order Agreement which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease Agreement.

19. UCC - ARTICLE 2A PROVISIONS. Customer agrees that each Order Agreement is a Finance Lease as that term is defined in Article 2A of the UCC. Customer acknowledges that Ricoh has given Customer the name of the supplier of the Equipment. Ricoh hereby notifies Customer that Customer may have rights under the contract with the supplier and Customer may contact the supplier for a description of any rights or warranties that Customer may have under this Lease Agreement. Customer also waives any and all rights and remedies granted Customer under Sections 2A-508 through 2A-522 of the UCC including, but not limited to: the right to repudiate any Order Agreement and reject the Equipment; the right to cancel any Order Agreement; the right to revoke acceptance of any Order Agreement; the right to grant a security interest in the Equipment in Customer's possession and control for any reason; or the right to recover damages for any breach of warranty.

20. FACSIMILE DOCUMENTATION. Customer agrees that a facsimile copy of this Lease Agreement and any Order Agreements with facsimile signatures may be treated as an original for purposes of being admissible as evidence of this Lease Agreement or any Order Agreement. Furthermore, if Customer elects to transmit any Order Agreement by facsimile, Customer agrees that, if Ricoh elects to do so in its sole discretion, the only version of such Order Agreement(s) that will be the original for all purposes under the Uniform Commercial Code will be the version containing Customer's facsimile signature and Ricoh's original signature, and Customer waives notice of acceptance of such Order Agreement(s) and receipt of a copy of the originally signed Order Agreement(s).

CUSTOMER: _____
(Print or Type Name of Customer)

Signature _____

Title: _____
(Please Print)

Date: _____

RICOH AMERICAS CORPORATION

Signature _____

Title: _____
(Please Print)

Date: _____

SHIP TO				BILL TO				
Account Number:				Account Number:				
Sales Rep Name:				Sales Rep Name:				
Installer:				Order Taker:				
Address:				Address:				
Address:		St/Zip:		Address:		St/Zip:		
City:		County:		City:		County:		
Contact:				Contact:				
Phone/Fax:				Phone/Fax:				
email:				email:				
BILLING INFORMATION								
NSC CONTRACT #		BILLING PREFERENCE <input type="checkbox"/> SEPARATELY <input type="checkbox"/> SUMMARY		MAINTENANCE BILLED BY <input type="checkbox"/> Dealer/Branch <input type="checkbox"/> Ricoh <input type="checkbox"/> Leasing Co				
BILL START DATE		PO #		PO LIMIT		PO EXPIRE DATE		
SERVICE INFORMATION								
METER COLLECTION METHOD <input type="checkbox"/> Auto Fax <input type="checkbox"/> @Remote <input type="checkbox"/> Dealer/Branch <input type="checkbox"/> Ricoh Direct <input type="checkbox"/> Customer Provides <input type="checkbox"/> Call Customer				SERVICE TERM MTR FREQUENCY				
				BILL FREQUENCY				
All Payments are exclusive of sales and use tax				Tax Exempt <input type="checkbox"/> No <input type="checkbox"/> Yes (Attach Exempt Certificate by State)				
Lease Term: <input type="checkbox"/> 12 Month <input type="checkbox"/> 24 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 48 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> Other _____								
Payments Due: <input type="checkbox"/> Monthly <input type="checkbox"/> Other _____				Purchase Option: <input type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1.00 (Do not leave blank. Appropriate box must be checked)				
PLEASE USE SUPPLEMENTAL ORDER AGREEMENT FOR ADDITIONAL UNITS.								
PROD ID	DESCRIPTION	QTY	UNIT PRICE	EXT.	FULL MAINTENANCE <input type="checkbox"/> Monthly <input type="checkbox"/> Annual <input type="checkbox"/> Quarterly			
					Maintenance Payment	Copy Allowance	CPC (Over Allowance)	CPC
MESSAGE				SALES SUB TOTAL		SERVICE SUB TOTAL		
SUB TOTAL		TAXES		ORDER TOTAL		AMOUNT DUE		
<small>Lessee agrees to all terms and conditions contained in the Master Lease Agreement and in any attachments to the same (All of which are included by reference) and become part of this Lease. You acknowledge to have read and agree to the terms and conditions and understand that this is a non-cancelable Lease for the full term shown above. The undersigned affirms that he/she has been duly authorized to execute this Lease on behalf of the Lessee.</small>								
LESSEE: _____				RICOH AMERICAS CORPORATION				
By: _____ (Please Print)				By: _____ (Please Print)				
Signature: _____				Signature: _____				
Title: _____				Title: _____				
Date: _____				Date: _____				

